

**WISE POWER, INC.**  
**TERMS OF SALE**

Last Updated: August 10, 2021

Wise Power, Inc. (“Wise,” “we,” “us,” “our”) provide Users (“User,” “you,” “your”): (1) access to the Wise website i.e., [www.Wise-EV.com](http://www.Wise-EV.com) (“Site”), (2) access and opportunity to download the mobile application on your mobile devices such as a smartphone or tablet (“Mobile Apps”), (3) subscription services that can be accessed through the Site and/or the Mobile App (“Subscription Services”). The Site, the Mobile Apps, the Subscription Services are collectively hereinafter referred to as the “Services.” Wise provides its Services in conjunction with the Wise hardware products (“Products”) and may also provide the Services in conjunction with other third-party devices.

These Terms of Service (“Terms”) is a legally binding agreement between Wise and the User and govern your access to and use of the Services and the Products. In addition to these Terms, all pre-orders, offers, sales and purchases of the Products are also subject to the [Terms of Sale](#).

THEREFORE, PLEASE READ THESE TERMS AND THE [TERMS OF SALE](#) CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. PLEASE NOTE THAT THESE TERMS CONTAIN A BINDING AND MANDATORY ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS AND LIMITS REMEDIES AVAILABLE TO YOU IN THE EVENT OF CERTAIN DISPUTES.

THE [TERMS OF SALE](#) ARE HEREINAFTER INCORPORATED BY REFERENCE UNDER THESE TERMS OF SERVICE. UNLESS OTHERWISE STATED IN WRITING, IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF SERVICE AND THE TERMS OF SALE, THE TERMS OF SERVICE WILL PREVAIL.

IF YOU DO NOT AGREE WITH THE TERMS SET FORTH HEREIN, DO NOT REGISTER OR USE OUR SITE OR THE SERVICES AND/OR PRODUCTS THEREUNDER. IF YOU USE THE SERVICES AND/OR PRODUCTS OFFERED HERewith, YOU ARE BOUND BY THESE TERMS.

Capitalized terms not defined herein shall have the same meaning ascribed to them as in the [Terms of Sale](#), the End User License Agreement (“EULA”) or the Privacy Policy or any related documents.

BY ACCEPTING THE TERMS, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, BY NAVIGATING THROUGH OUR SITE, BY DOWNLOADING OUR MOBILE APP, BY USING OUR SERVICES, AND/OR PURCHASING AND INSTALLING OUR PRODUCTS, YOU AGREE THAT (A) YOU HAVE READ AND UNDERSTOOD THE TERMS; (B) REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD; (C) YOU CAN

FORM A BINDING CONTRACT; AND (D) YOU ACCEPT THE TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS AS WELL AS THE PRIVACY POLICY AND THE EULA REFERENCED HEREIN. IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS, IN WHICH CASE THE TERMS SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS AND MAY NOT USE THE SERVICES AND THE PRODUCTS.

### **1. TERRITORY**

Our Products and Services, are only for use in the United States of America (the “Registered Territory”). Do not access our Site or use our Services if you reside outside the Registered Territory. We cannot currently provide Services to residents of the European Union. We will inform you when we begin offering our Products and Services in other territories via reasonable means including updating these Terms.

### **2. PRIVACY**

Our Privacy Policy describes how we handle the information you provide to us when you use our Products and Services. You understand that through your use of the Products and the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, and/or other countries for storage, processing and use by Wise and its affiliates.

### **3. ELIGIBILITY & ACCESS RESTRICTIONS**

Access to and use of the Products and/or the Services is available only to individuals who are at least 18 years old and can form legally binding agreements, and are not otherwise barred from buying such Products, or visiting our Site or downloading our Mobile App, under applicable law. By accessing or using the Products and/or the Services, you represent and warrant that you are eligible.

If you visit our Site or download our Mobile App from a location outside of the United States of America, you are responsible for compliance with any relevant and applicable laws of your jurisdiction, or the jurisdiction where our Products will be used or based.

### **4. ACCOUNT**

To access and use our Services, you will be asked to establish an account (“Account”) or our Site or the Mobile App, whichever may be applicable. To establish an Account, you will be asked to provide certain registration details and other information including a user name and password (collectively “Account Information”). You represent and warrant that the Account Information will at all times be correct, current and complete. You must treat such Account Information as confidential. You agree not to disclose such Account Information to any other person or entity. You agree not to provide any other person/third-party with access to your Account or your Account Information. You are responsible for any purchase of Products by any third-party placed with your Account Information. You agree to indemnify and hold us harmless for any purchases,

other activity or third-party claims that result from the use of your Account or your Account Information by any other person, whether or not authorize

You agree to notify us immediately of any unauthorized access to or use of your Account or your Account Information or other breach of the Site or the Mobile App's security. You agree that we have the right to disable your Account and delete your Account Information, at any time if, in our opinion, you have violated any provision of these Terms including, without limitation, the terms of this Section. You agree to cooperate with us if the security of our Services is compromised by you or another person through the use of your Account or Account Information. You acknowledge that we reserve the right to withdraw or amend your access to our Products and Services in our sole discretion without notice.

YOUR PURCHASE OF THE PRODUCTS AND ACCESS TO THE SITE AND/OR MOBILE APP ARE ALSO SUBJECT TO COMPLIANCE WITH THE [TERMS OF SALE](#). PLEASE REVIEW THE [TERMS OF SALE](#) FOR A THOROUGH UNDERSTANDING OF YOUR RIGHTS AND RESPONSIBILITIES.

## **5. USER CONTENT**

User Content means all content submitted, posted, uploaded, published, or transmitted on or through the Site or the Mobile App by any User, including but not limited to the Account Information, photographs, profile information, descriptions, postings, reviews, and payments made through the Site and/or the Mobile App, but excluding Wise content (collectively "User Content").

You hereby grant Wise a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub licensable (through multiple tiers) right to exercise all copyright, publicity rights, and any other rights you have in the User Content, in any media now known or not currently known in order to perform and improve upon the Products and the Services.

## **6. LICENSE TO THE SERVICES**

Subject to your compliance with the Terms, we grant you a limited, personal, non-exclusive, revocable, and non-sublicensable access to our Subscription Services that is available over the Site and/or the Mobile App, which may be downloaded from the Android (Google Play Store) and Apple (iTunes Store).

If you access the Subscription Services via our App, we grant you a limited, non-exclusive, revocable, non-exclusive, non-sublicensable, and nontransferable license to: (a) download, install, and use the Mobile App for your use in accordance with these Terms on a single mobile device owned or otherwise controlled by you, strictly in accordance with these Terms, and (b) to access, stream, download and use on such mobile device content and Subscription Services made available in or otherwise accessible through the Mobile App, strictly in accordance with these Terms.

When accessing any of our Services, you need to make sure that your internet connection is adequate. You are solely responsible for your internet connection including and not limited to the applicable charges, rates, tariffs and other fees that might apply. We grant you a limited,

revocable, non-exclusive, non-transferable license to access our Site and use the Subscription Services related to or available with the Site.

YOU AGREE THAT WISE IS NOT LIABLE FOR ANY DAMAGES OR INJURY RESULTING FROM YOUR USE OF OUR SITE OR THE SERVICES. WISE PROVIDES NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY. THERE IS NO WARRANTY WHICH WILL EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ANY DAMAGE ALLEGED FOR A LOSS OR INJURY IS LIMITED TO THE FEE, IF ANY, PAID TO WISE FOR THE ABILITY TO ACCESS THE SITE AND/OR THE SERVICES.

#### **7. SERVICE RESTRICTIONS**

You agree that the Services, including but not limited to the Site, the Mobile App, graphics, trademarks, and editorial content, contain proprietary content, information and material, are owned by Wise and/or its licensors, including our customers, brands and agencies, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary content, information or materials other than for your permitted use of the Services or in any manner that is inconsistent with these Terms.

You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and you shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, using the Services to transmit any computer viruses, worms, Trojan horses or other malware, or by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Wise is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, infringing or illegal messages or transmissions that you may receive as a result of using the Services.

#### **8. TERMS OF SALE & THE EULA**

Your purchase of any Products is governed by the [Terms of Sale](#), in addition to being subject to the Terms of Service. The Software embedded in the Product (and any updates thereto) (“[Wise Software](#)”) is licensed and governed by the End User License Agreement. You will be required to sign an End User License Agreement with us before we can begin to provide you Services.

#### **9. ORDER & DELIVERY**

You may place an order for our Products in accordance with our [Terms of Sale](#).

#### **10. PAYMENT TERMS**

Certain Services may be provided for a fee. You shall pay all applicable fees regarding the Services selected by you in accordance with the [Terms of Sale](#). The Product related payment terms are governed and detailed under the [Terms of Sale](#).

## **11. MODIFICATIONS**

We reserve the right, at our sole discretion, to change or modify these Terms at any time. In the event, we modify these Terms, such modifications shall be binding on you only upon your acceptance of the modified Terms. We will inform you about the modifications via email or comparable means within 15 days of such modification. We will also post the modified version on this page. Your continued use of the Products and the Services shall constitute your consent to such changes. Company may change, modify, suspend, or discontinue any aspect of the Products and the Services at any time without notice or liability.

## **12. ACCESS & PROHIBITED USE**

You may use the Products and the Services only for lawful purposes and in accordance with these Terms. You warrant, represent and agree that you will **NOT** to use the Products and/or the Services:

- In a way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States of America or other countries).
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms.
- To impersonate or attempt to impersonate Wise, a Wise employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use of the Products and the Services, or which, as determined by us, may harm Wise or our customers or expose them to liability.
- In any manner that could disable, overburden, damage, or impair the Site or the Mobile App or interfere with any other party's use of the Products and/or the Services.
- To introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt the Products and/or the Services.
- To introduce any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Decompile, reverse engineer, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Products and/or the Services.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Impersonate any person or misrepresent your identity or affiliation with in our registration process.

**YOU AGREE TO INDEMNIFY AND HOLD WISE, ITS RELATED COMPANIES AND THEIR EMPLOYEES, AGENTS, OR CONTRACTORS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS OF VIOLATIONS OF THIS SECTION AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF OR RESULTING FROM SUCH**

INVESTIGATIONS BY ANY OF THE FOREGOING PARTIES OR LAW ENFORCEMENT AUTHORITIES.

### **13. THIRD-PARTY INTERACTIONS**

Our Site and/or the Mobile App may contain links to third-party websites, third-party applications, and third-party advertisements (“Third-Party Websites & Advertisements”). However, we are not responsible for any Third-Party Websites & Advertisements. The Company provides these Third-Party Websites & Advertisements only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third-Party Websites & Advertisements, or their products or services. You use all links in Third-Party Websites & Advertisements at your own risk. You should review applicable terms and policies, including privacy and data gathering practices of any Third-Party Websites & Advertisement, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

You acknowledge and agree that the availability of the Mobile App is dependent on the third party from which you received the license, e.g., the Apple iPhone or Android app stores (“App Store”). You acknowledge that these Terms govern the relationship between you and us and not with the App Store. We, not the App Store, is solely responsible for the Products and the Service, including the Mobile App, the content thereof, maintenance, support services and warranty thereof, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Mobile App, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Mobile App.

### **14. EMAILS, TEXT MESSAGES & MOBILE PHONE CONSENT**

You understand and agree that you may receive information and push notifications from Wise via text messaging or through the Mobile App. You hereby consent to receive communications via the Mobile App, text message, or for calls to your mobile number. You acknowledge that you may include additional charges or fees from your wireless provider for these communications, including text message charges and data usage fees, and you acknowledge and agree that you are solely responsible for any such charges and fees and not us.

- **Email Subscription.** You can always unsubscribe from our commercial or promotional emails but we will still send you transactional and relational emails about your Account, use of our Products, and your Purchases.
- **Text Notification.** You may opt-out of receiving promotional or marketing messages and calls from Wise at any time by texting the word STOP to 1-866-217-3721. You may opt-out of receiving all messages or calls from Wise (including informational or transactional messages) by texting the word STOPALL to 1-866-217-3721 from mobile device receiving the messages, however you acknowledge that opting out of receiving all texts may impact your use of the Products. If you ever want to opt back in, just reply STARTALL (if You have opted out of all texts and calls) or START to 1-866-217-3721.
- **Push Notification.** You can opt out of receiving push notifications through your device settings. Please note that opting out of receiving push notifications may impact your use of our Products and/or Services.

## **15. CONFIDENTIALITY**

In the event that any information is disclosed to you through your access to the Products and/or the Services related in any way to Wise and Wise's business and its customers which we deem to be confidential and proprietary, you agree to promptly notify Wise about such disclosure and hold such information in the strictest of confidence. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Products and/or the Services ("Submissions"), provided by you to us are non-confidential and we will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## **16. INDEMNIFICATION**

You shall indemnify, defend and hold Wise and our officers, employees, managers, directors, customers and agents (the "Wise Indemnified Parties") harmless from and against any and all costs, liabilities, losses and expenses (including but not limited to reasonable attorneys' fees) resulting from any claim, suit, action, demand or proceeding brought by any third party against Wise Indemnified Parties arising from any of the following: (i) a breach of these Terms; (ii) the negligence, gross negligence or willful misconduct of you or your employees, agents or contractors; (iii) incorrect information provided by you in your Account or elsewhere ; or (iv) a failure by you or your employees, agents, contractors or invitees to comply with applicable laws and regulations.

## **17. DISCLAIMERS OF WARRANTIES**

Your access to and use of the Products and/or the Services or any content are at your own risk. You understand and agree that the Products and/or the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, WISE DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Wise makes no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any content; (iii) the deletion of, or the failure to store or to transmit, any content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from Wise or through the Services, will create any warranty or representation not expressly made herein.

## **18. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WISE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER

USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF WISE EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID WISE, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT WISE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

YOU AND (IF APPLICABLE) YOUR PERSONAL REPRESENTATIVE, KNOWINGLY AND FREELY ASSUME ALL RISK WHEN ACCESSING THE SERVICES AND THE WEBSITE. YOU, ON BEHALF OF YOURSELF, AND (IF APPLICABLE) YOUR PERSONAL REPRESENTATIVES AND YOUR HEIRS, HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY WISE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY CLAIMS, DISPUTES, DEMANDS, LIABILITIES, DAMAGES, LOSSES, AND COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL AND ACCOUNTING FEES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (I) YOUR ACCESS TO OR USE OF THE WEBSITE, OR THE SERVICES (II) YOUR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, FOR BODILY INJURY, WRONGFUL DEATH, EMOTIONAL DISTRESS, OR OTHER DAMAGES OR HARM, WHETHER TO YOU OR TO THIRD PARTIES, WHICH MAY RESULT FROM THE USE OF THE WEBSITE OR THE SERVICES, (III) VIOLATION OF THESE TERMS, INCLUDING, WITHOUT LIMITATION, YOUR BREACH OF ANY OF THE REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN AND FOR BODILY INJURY, WRONGFUL DEATH, EMOTIONAL DISTRESS, LOSS OF SERVICES OR OTHER DAMAGES OR HARM, WHETHER TO YOU OR TO THIRD PARTIES, WHICH MAY RESULT FROM YOUR USE OF THE SERVICES, (IV) CLAIMS, OR ANY DECISION BY A COURT, ARBITRATOR, OR GOVERNMENT AGENCY, THAT WISE IS OBLIGATED TO PAY ANY WITHHOLDING TAXES, SOCIAL SECURITY, UNEMPLOYMENT OR DISABILITY INSURANCE OR SIMILAR ITEMS IN CONNECTION WITH ANY PAYMENT RECEIVED BY YOU UNDER THE TERMS, (V) YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY RIGHT OF PRIVACY OR INTELLECTUAL PROPERTY RIGHTS, (VII) YOUR VIOLATION OF ANY APPLICABLE LAW, RULE OR REGULATION, (VIII) YOUR WILLFUL MISCONDUCT, OR (IX) ANY OTHER PARTY'S ACCESS AND USE OF THE SERVICE WITH YOUR UNIQUE USERNAME, PASSWORD OR OTHER APPROPRIATE SECURITY CODE.

#### **19. COPYRIGHT INFRINGEMENT/DMCA NOTICE**

If you believe that any content on our Site or the Mobile Apps violate your copyright, and you wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c) ("DMCA Takedown Notice")) must be



provided to our designated Copyright Agent. It is our policy to terminate the accounts of repeat infringers.

- Your physical or electronic signature;
- Identification of the copyrighted work(s) that you claim to have been infringed;
- Identification of the material on our services that you claim is infringing and that you request us to remove;
- Sufficient information to permit us to locate such material;
- Your address, telephone number, and e-mail address;
- A statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

The Wise Copyright Agent to receive the DMCA Takedown Notices is Kevin J Williams, Wise Power, Inc. Attn: DMCA Notice, Wise Power, Inc. 1 South Main Street Suite 300, Las Vegas, NV 89011. You acknowledge that for us to be authorized to take down any content, your DMCA takedown notice must comply with all the requirements of this Section. Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

## **20. TERMINATION**

These Terms will remain in full force and effect so long as you continue to access or use the Services or Products, or until terminated in accordance with the provisions of these Terms. These Terms may be terminated: (i) by Wise, without cause, at any time; or (ii) by Wise, if Wise in good faith believes that you have used the Services and/or the Products in violation of these Terms, the Terms of Sale or the Privacy Policy including any other incorporated guidelines, terms or rules. Upon termination of these Terms, your Account and your right to use the Products and/or the Services will automatically terminate. User may terminate these Terms at any time by deactivating your Account and discontinuing your Services. In the event of termination by either the User or

If you transfer a Product to a new owner, your right to use the Services with respect to that Product automatically terminates, and the new owner will have no right to use the Product or Services under your Account and will need to register for a separate Account with Wise and accept these Terms. Upon termination of these Terms, your Account and your right to use the Services will automatically terminate.

Sections 7, 12, 15-22, 25, 26 and 27 shall survive any termination or expiration of this Agreement.

## **21. ASSIGNMENT**

These Terms are only for your benefit. You shall have no right to assign these Terms or any benefits or obligation hereunder to any other party or legal entity. Any attempted assignment shall be void.

## **22. ANTI-BRIBERY AND EXPORT COMPLIANCE**

You agree not to promote, approach or use, distribute, transfer, provide, sub-license, share with, or otherwise offer the Products and/or the Services in violation of any Laws or these Terms, including, without limitation, the United States Foreign Corrupt Practices Act, the UK Bribery Act and similar anti-corruption statutes in all jurisdictions. Without limiting the foregoing, you will not knowingly directly or indirectly export, re-export, transfer, make available or release (collectively, “Export”) the Services to any destination, person, entity or end use prohibited or restricted under US law without prior US government authorization to the extent required by regulation, including without limitation, any parties listed on any of the denied parties lists or specially designated nationals lists maintained under the EAR or the Security, and the Foreign Asset Control Regulations (31 CFR 500 et seq.) administered by the US Department of Treasury, Office of Foreign Assets Control without appropriate US government authorization to the extent required by regulation.

## **23. RELATIONSHIP OF PARTIES**

The parties hereto are independent contractors, and nothing contained herein shall be interpreted as creating any relationship other than that of independent contracting parties. The parties shall not be construed as being partners, joint ventures, shareholders, employer/employee, agent/servant. The User has no power or authority to bind Wise to any obligation, agreement, debt or liability. The User shall not hold itself out as an agent or representative of Wise.

## **24. FORCE MAJEURE**

Neither Wise nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, food preparation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

## **25. GOVERNING LAW**

This Agreement shall be governed by the law of the State of California, without respect to its conflicts of laws principles. Each of the parties to this Agreement consents to the exclusive jurisdiction and venue of the state and federal courts located in California, for any actions not subject to Dispute Resolution and Arbitration provisions as set forth in Section 26.

## **26. DISPUTE RESOLUTION AND ARBITRATION**

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH WISE AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

**a. Binding Arbitration**

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Wise agree (a) to waive your and Wise’ respective rights to have any and all Disputes arising from or related to this Agreement, use of our Products and Services, resolved in a court, and (b) to waive your and Wise’ respective rights to a jury trial. **Instead, you and Wise agree to arbitrate Disputes through binding arbitration** (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

**b. No Class Arbitrations, Class Actions or Representative Actions**

You and Wise agree that any Dispute arising out of or related to these Terms or the Sites, Content or Products is personal to you and Wise and that such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. You and Wise agree that there will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, you and Wise agree that a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

**c. Federal Arbitration Act**

You and Wise agree that these Terms affect interstate commerce and that the enforceability of this Section 26 shall be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”), to the maximum extent permitted by applicable law.

**d. Notice; Informal Dispute Resolution**

You and Wise agree that each party will notify the other party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to Wise shall be sent by certified mail or courier to Wise Power, Inc., Attn: Legal, 1 South Main St, Suite 300, Las Vegas, NV 89101. Your notice must include (a) your name, postal address, telephone number, the email address you use or used for your Wise account and, if different, an email address at which you can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that you are seeking. Our notice to you will be sent electronically in accordance with this Agreement and will include (x) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (y) a description in reasonable detail of the nature or basis of the Dispute, and (z) the specific relief that we are seeking. If you and Wise cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either you or Wise may, as appropriate and in accordance with this Section 26, commence an arbitration proceeding.

**e. Process**

EXCEPT FOR DISPUTES IN WHICH EITHER PARTY SEEKS TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT OR SEEKS INJUNCTIVE OR OTHER EQUITABLE RELIEF FOR THE ALLEGED UNLAWFUL USE OF INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, TRADEMARKS, TRADE NAMES, LOGOS, TRADE SECRETS OR PATENTS, YOU AND WISE AGREE THAT ANY DISPUTE MUST BE COMMENCED OR FILED BY YOU OR WISE WITHIN ONE (1) YEAR OF THE DATE THE DISPUTE AROSE, OTHERWISE THE UNDERLYING CLAIM IS PERMANENTLY BARRED (WHICH MEANS THAT YOU AND WISE WILL NO LONGER HAVE THE RIGHT TO ASSERT SUCH CLAIM REGARDING THE DISPUTE). You and Wise agree that (a) any arbitration will occur in San Francisco, California, (b) arbitration will be conducted confidentially by a single arbitrator in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section, and (c) that the state or federal courts of the State of Illinois, have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county of your billing address if the Dispute meets the requirements to be heard in small claims court.

**f. Authority of Arbitrator**

As limited by the FAA, these Terms and the applicable AAA rules, the arbitrator will have (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (b) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. Notwithstanding anything to the contrary herein or the applicable AAA rules, discovery in the arbitration shall be limited to one set of interrogatories, one set of request for admissions, and one set of request for production of documents.

The arbitrator’s award of damages must be consistent with the terms of the “Limitation of Liability” section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant’s individual claim. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses, to the extent provided under applicable law. We will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys’ fees and expenses if it prevails in arbitration.

**g. Rules of AAA**

The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879. By agreeing to be bound by these Terms, you either (a) acknowledge and agree that you have read and understand the rules of AAA, or (b) waive your opportunity to read the rules of AAA and any claim that the rules of AAA are unfair or should not apply for any reason.

**h. Severability**

If any term, clause or provision of this Section 26 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 26 will remain valid and enforceable. Further, the waivers set forth in Section 26 are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

**i. Opt-Out Right**

YOU HAVE THE RIGHT TO OPT OUT OF BINDING ARBITRATION WITHIN THIRTY (30) DAYS OF THE DATE YOU FIRST ACCEPTED THE TERMS OF THIS SECTION 26 BY WRITING TO: WISE POWER, INC., RE: OPT-OUT, WISE POWER, INC. 1 South Main St, Suite 300, Las Vegas, NV 89101. IN ORDER TO BE EFFECTIVE, THE OPT OUT NOTICE MUST INCLUDE YOUR FULL NAME AND CLEARLY INDICATE YOUR INTENT TO OPT OUT OF BINDING ARBITRATION. BY OPTING OUT OF BINDING ARBITRATION, YOU ARE AGREEING TO RESOLVE DISPUTES IN ACCORDANCE WITH SECTION 26.

**27. MISCELLANEOUS.**

These Term of Service, the Terms of Sale, The EULA and the Privacy Policy constitute the sole and entire agreement between You and Wise (collectively "Agreement") with respect to the Products and the Services and the Agreement supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Products and the Services. Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, we both nevertheless agree that the court should endeavor to give effect to our intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services and the Products or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches. All the sections intended to survive the termination of this Agreement shall survive. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Except as explicitly stated otherwise, any notices to Wise shall be given by certified mail, postage prepaid and return receipt requested to Wise Power, Inc., 1 South Main St, Suite 300, Las Vegas, NV 89101 Any notices to you shall be provided to you through our Site or Mobile App or given to you via the email address or physical address you provide to Wise during the registration process.

**PLEASE NOTE THAT BY USING THE SITE, THE MOBILE APP, THE SERVICES AND/OR THE PRODUCTS YOU ARE AGREEING TO BE BOUND BY AND TO COMPLY WITH THE TERMS DESCRIBED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE OUR SITE, THE MOBILE APP, THE SERVICES, AND/OR THE PRODUCTS AND EXIT IMMEDIATELY.**