

UNITED STATES TERMS AND CONDITIONS OF SALE

1. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY PLACING AN ORDER WITH US FOR PRODUCTS OR SERVICES, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH WEENECT INC.

These terms and conditions (these "**Terms**") apply to the purchase and sale of our products and services. These Terms are subject to change by WEENECT INC. (referred to as "**us**", "**we**", or "**our**" as the context may require) without prior written notice at any time, in our sole discretion. Any changes to the Terms will be in effect as of the "Last Updated Date" referenced on <https://www.weenect.com> and my.weenect.com and userspace.weenect.com websites ("Site"). You should review these Terms before purchasing any product or services that are available through this Site. Your continued use of this Site after the "Last Updated Date" will constitute your acceptance of and agreement to such changes.

You should also carefully review our Privacy Policy before placing an order for products or services (see Section 16).

2. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us, or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

3. Purchase of Products.

(a) We offer the following products for purchase on our Site: GPS trackers (the "Tracker") allowing you, provided that you have subscribed to one of the Weenect

subscriptions (the "Subscription") to send information about the Tracker in real time and locate it using an Android or iOS application (the "Application") for a phone that has a continuous Internet connection (the "Smartphone"). We also offer optional services related to the Subscription (the "Services").

(b) Prior to any purchase, you must ensure that your phone is compatible with the technical specifications of the Weenect system and, in particular that your Smartphone is compatible with the Application. You can check this by downloading the Application.

(c) We may not be held liable for the purchase of a Tracker if your Smartphone or equipment is not compatible.

(d) You may select as many Products as you wish, which will be added to the digital basket (the "Basket"). The Basket shows a summary of the Trackers, Services and Subscriptions chosen by you, as well as shipping costs applicable to the Order. You may make changes to the Basket before confirming their Order. Confirmation of the Order implies your acceptance of the price of the Trackers, Services and Subscriptions and shipping costs. An Order confirmation will be sent to the email address you provided at the time of registration on the Site.

4. Registration on the Site.

(a) To purchase Trackers, Services or Subscriptions, you must first register on the Site. Your registration on the Site shall be confirmed by us after verification that the standard form has been completed. An email will be sent to the address indicated on the form confirming your registration.

(b) You must ensure that the information provided at the time of registration is complete and correct.

(c) We may not be held liable for any data entry errors and the consequences thereof, particularly with respect to your shipping address.

(d) Your registration on the Site implies your acceptance of these Terms, regardless of any order of a Tracker, Service or Subscription (the "Order"). Notwithstanding proof to the contrary, the data recorded by us will constitute evidence of all transactions completed by you.

(e) Once the registration is confirmed, we will make a user space available to you on its Site (the "User Space") where you can check your account settings and access the Tracker activation, a summary of current Services and Subscriptions and a list of

bills. You agree to provide us accurate information (address and bank details) and to inform us of any change to such information as quickly as possible.

(f) You agree to indicate your contact details (first name, last name, your customer number) in all correspondence with us to facilitate the authentication and processing of your requests. Incomplete requests shall not be accepted or processed.

5. Prices and Payment Terms.

(a) All prices, discounts, and promotions posted on this Site are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and your order confirmation email. We strive to display accurate price information, however, we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

(b) We may offer, from time to time, promotions on the Site that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

(c) Payment of Trackers, Services and Subscriptions (the "Payment") must be made via one of the payment interfaces available on the Site. Payment of the 1-year and 3-year subscriptions is made in one instalment at the beginning of the commitment period. Upon receipt of the Payment, we will send you an Order confirmation. If the Payment is not received within five business days, the Order, the shipment of the Trackers (the "Shipment") and the Services will be cancelled. An Order cancellation notification due to non-Payment will be sent to the email address you provided at the time of registration on the Site.

(d) You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your order.

(e) We reserve the right to suspend the Subscription and the Services or to deactivate the Tracker in the event of a failure to make a Payment which is not remedied within 30 days.

6. Shipments; Delivery; Title and Risk of Loss.

(a) We will arrange for shipment of the products to you. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges specified during the ordering process. Shipping and handling charges are reimbursement for the costs we incur in the processing, handling, packing, shipping, and delivery of your order.

(b) Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

7. Returns and Refunds.

(a) Except for any products designated on the Site as final sale or non-returnable, we will accept a return of the Trackers for a refund of your purchase price, less the original shipping and handling costs provided such return is made within 30 days of delivery with valid proof of purchase and provided such products are returned in their original condition (accessories, instructions, original packaging, and packing). To return your Tracker, you must first email our support team at family@weenect.com. You are responsible for all shipping and handling charges on returned items unless otherwise specified. You bear the risk of loss during shipment.

(b) You may request a refund of the Subscription fees, within 30 days of activation of your Subscription plan, provided that the Tracker has been used for a total of less than three days. Each day the Tracker is connected to our servers is considered a day of use of the Tracker.

(c) Refunds are processed within approximately 14 business days of our receipt of your merchandise or duly made request. Your refund will be credited back to the same payment method used to make the original purchase on the Site.

(d) For defective returns, please refer to the manufacturer's warranty (see Section 8) included with the product or as detailed in the product's description on our Site.

8. Tracker Activation

- (a) The Weenect system links the Tracker to a GSM mobile phone subscription purchased and held solely by us.
- (b) The tracker can only operate with your purchase of a Subscription as described on the Site. Before using the Tracker, you must activate it on the Site within 30 days from the date of receipt of the Tracker(s). If the Tracer is not activated within this period, the Tracker, Services and Subscriptions can no longer be used or accessed. In such case, you must contact our customer service department to have the Tracker reactivated free of charge. The account and login details assigned to you are strictly personal and confidential. You are solely responsible for ensuring their protection. We recommend that you do not disclose such login details to any third party.
- (c) Service activation times depend largely on the procedures of mobile telephone operators. Consequently, we cannot guarantee the activation time.
- (d) You shall receive, regardless of the Subscription plan chosen, in addition to the Tracker, a SIM card, without an assigned telephone number, which allows data transfer between the Tracker and our computer servers. The SIM card given to you remains our property. You may not copy, sell, transfer, rent, destroy, damage, or use the SIM card in another device for the duration of the Subscription period. The Tracker may not operate with a SIM card other than the one provided by us.
- (e) The SIM card will be suspended 30 days after the end of the Subscription period.
- (f) After 12 months of non-use, the SIM card is permanently deactivated, and the Tracker may no longer be used.

9. Warranty, Optional Services and Disclaimers.

- (a) **Manufacturer's Warranty.** The products and services offered on our Site are covered by a two-year manufacturer's warranty as detailed in the product's description on our Site and included with the product. To obtain warranty service for defective products, please follow the instructions included in the manufacturer's warranty.
- (b) The "Breakage and Loss" option (the "Services") extends the manufacturer's warranty to include breakage and loss of the Tracker. The replacement of the Tracker is done without conditions. Shipping costs are at our expense. The

Subscription can only take place when the Tracker is registered or if the Tracker is still in working order at the time of the subscription of the option (a date of connection subsequent to the subscription will be required to prove this fact). After three replacements due to breakage or loss, the Services will be terminated by us (the Client will no longer be charged the amount for the Services).

- (c) The "SMS" option which gives you a credit of 40 monthly SMS
- (d) The Services and SMS packs are valid for the duration of the Subscription and can be carried over to any Subscription renewal. They are independent of the Subscription, payable monthly, with automatic monthly renewal.

ALL PRODUCTS AND SERVICES OFFERED ON THIS SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

YOU AFFIRM THAT WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE MANUFACTURER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.

10. Your Representations and Warranties

You agree to comply with all instructions relating to the configuration and use of the Tracker and to refer to the user guide provided with the Tracker. You shall be solely responsible for the improper use or configuration of the Tracker.

Responsibility for the risks related to owning and using the Tracker is transferred to you upon your receipt of the Tracker, barring a manufacturing defect.

Under no circumstances you shall harm, or allow others to harm, the physical, electromagnetic, and electronic integrity of the Tracker. The burden of risk relating to the possession and use of the Tracker is transferred to you upon receipt of the Tracker, subject to a manufacturing defect.

Trackers are not intended to replace direct surveillance.

You agree to use the products only in accordance with the instructions set out in the User Guide.

You agree to regularly consult your emails and the User Space in order to be aware of any new messages and information from us.

We cannot be held responsible for a lack of information if you marked our communications as spam or unsubscribed from its mailing list.

reserves the right to unilaterally modify the Subscription price and/or all or part of the

11. Account Deactivation. Your failure to fulfil the obligations assumed under these Terms, any payment failure related to the price of an order, actions contrary to morality and public order or harmful to our reputation and image, and the provision of false information at the time of account creation may result in the suspension of access our Services and Subscriptions, and even the cancellation of the your account and subscriptions depending on the severity of the actions in question, without the possibility of damages or compensation of any kind being claimed against us. We reserve the right to refuse any order from a customer with whom such a dispute exists, even if you create or use a new account.

12. Limitation of Liability. **IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES[, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE], ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.**

OUR SOLE AND ENTIRE MAXIMUM LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH OUR SITE.

For avoidance of any doubt, we may not be held liable when the failure of the Services, Subscriptions or the Tracker resulting from one of the following events:

- Failure, inadequacy or congestion of GSM, GPRS and GPS Coverage;

- Voluntary or involuntary failure, malfunction, alteration or degradation of the Tracker, battery that is dead or damaged in a way that prevents its operation;
- Problems resulting from placing the equipment in electromagnetic fields that interfere with data transmission or in covered spaces that interfere with data transmission or reception or access to Coverage (GSM or GPS);
- Work, service or operations performed on the Tracker or the servers used to provide the Services and Subscription;
- Inaccurate or out-of-date information that you provided;
- Events or problems which are outside of our control that impact our services;
- Unauthorized disclosure of confidential information;
- Suspension of the services due to non-payment.

13. Support. We provide the Client with a free online support (excluding any Internet connection costs) available on the Site via a contact form.

You may contact one of our customer support representatives via our Site to find a solution to a difficulty encountered. Any claim, dispute or request for reimbursement must, to be valid and taken into account, include a receipt. We undertake to respond to any claim, dispute, or request for reimbursement within 30 days from the date of receipt.

14. Intellectual Property - Software – Application.

We are the exclusive owner of the intellectual property rights relating to the Trackers, Services and Subscriptions. "WEENECT" is a registered trademark owned by us. No provision of these Terms may be interpreted as effecting any transfer of intellectual property rights to you or any user.

The use of the software embedded in the Tracker or the Application available on the Apple Store or the Google Play is subject to your acceptance of the following conditions:

- (a) We grant you a personal, limited, non-transferable and non-exclusive right of use of the Software and the Application (hereinafter referred to as the "License") under the terms and conditions set out hereinafter;
- (b) The License includes exclusively the right to use the Software and the Application (including its documentation) for the duration of the Subscription purchased;

(c) The License does not include any transfer of ownership of the Software or the Application or any of their elements (including the documentation);

(d) You agree not to decompile, reproduce, translate, adapt, reconfigure or modify the Software or the Application as well as the related documentation, even if such acts would be necessary to allow the use of the Software or the Application in accordance with their intended purpose;

(e) You may not make a backup copy of the Software or Application and may not use the Software or Application in connection with any product other than the Tracker;

(f) You may not transfer, redistribution or sub-licensing without our express, prior, written agreement;

(g) We may remotely update the software embedded in the Tracker;

(h) We reserve the right to change, at our sole discretion, the technical specifications of the Tracker, the Application and the Services as well as the communication technology used for the Services at our sole expense.

15. Goods Not for Resale or Export. You represent and warrant that you are buying products or services from the Site for your own personal or household use only, and not for resale or export. You further represent and warrant that all purchases are intended for final delivery to locations within the US.

16. Privacy. We respect your privacy and are committed to protecting it. Our *Privacy Policy*, <https://www.weenect.com/us/en/>, governs the processing of all personal data collected from you in connection with your purchase of products or services through the Site.

17. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

18. **Governing Law and Jurisdiction.** This Site is operated from the US. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

19. **Dispute Resolution and Binding Arbitration.**

(a) YOU AND WEENECT INC. ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT, OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

(b) The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section 19. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

If you prevail on any claim that affords the prevailing party attorneys' fees, the arbitrator may award reasonable fees to you under the standards for fee shifting provided by law.

(c) You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR WEENECT INC. WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

20. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 20 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

21. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of WEENECT INC.

22. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

23. Notices.

(a) To You. We may provide any notice to you under these Terms by (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) To Us. To give us notice under these Terms, you must contact us as follows: (i) by email with acknowledgment of receipt to sales@weenect.com; or (ii) by overnight courier, or registered or certified mail to WEENECT INC, 990 BISCAYNE BLVD. OFFICE 701 MIAMI. FL Zip Code 33132. We may update the facsimile number or address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or

overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

24. Severability. If any provision of these Terms is invalid, illegal, void, or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

25. Entire Agreement. Our order confirmation, these Terms, our Website Terms of Use, and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.