

In&motion

TERMS OF USE

Last Modified: 2020, June 26th

Welcome to our website (the “**In&motion Site**”) and/or mobile application (“**My In&box**”). This page explains the terms by which you may use the In&motion Site, including purchase or lease of the In&motion airbag system detection device (“**In&box**”) and related products (collectively, “**Products**”), our online and mobile services, and the software provided on or in connection with these services (collectively, the “**Service**”). By accessing or using the Service, or clicking a button or checking a box marked “I Agree” or something similar, you signify that you have read, understood, and agree to be bound by these Terms of Use (these “**Terms**”) and to the collection and use of your information as set forth in our [Privacy Policy](#), which is hereby incorporated by reference. These Terms apply to all visitors, users, and others who register for or otherwise access the Service (“**Users**,” “**you**,” or “**your**”).

Certain services may be subject to additional terms and conditions specified by us from time to time, and your use of such services is subject to those additional terms and conditions, which are hereby incorporated into these Terms by reference.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL 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.

OPERATING A MOTORCYCLE INVOLVES CERTAIN UNAVOIDABLE RISKS. THE IN&BOX AND ASSOCIATED AIRBAG SYSTEM ARE DESIGNED TO REDUCE CERTAIN OF THOSE RISKS IN DEFINED CONDITIONS, BUT THEY CANNOT ELIMINATE ALL RISKS OR ENSURE AGAINST INJURY EVEN IN SITUATIONS WHERE THEY PERFORM AS INTENDED. FURTHER, EXCESSIVE SPEED OR OTHER VIOLATIONS OF TRAFFIC LAWS, OR USER ERROR, CAN RESULT IN ACCIDENT SITUATIONS BEYOND THE CAPACITY OF THE SERVICE TO MINIMIZE OR ELIMINATE.

1. Our Service

A. Eligibility

This is a contract between you and INEMOTION, INC., a Delaware corporation (“**In&motion**,” “**we**,” “**our**,” or “**us**”). You must read and agree to these Terms before using the Service. If you do not agree, you may not use the Service. You may use the Service only if you can form a binding contract with In&motion, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. Any use of or access to the Service by anyone under 18 is strictly prohibited and in violation of these Terms. The Service is not available to any Users previously removed from the Service by In&motion.

B. Background on the In&box

When properly integrated into an In&box-compatible airbag product and properly activated, the In&box is designed to predict your fall or frontal collision and command the airbag to inflate. To learn more about the technical aspects of the In&box, refer to the user manual provided with your purchase or lease of the In&box and available on the In&motion Site (as revised from time to time, the “**User Manual**”). Further, you agree to comply with all instructions provided in the User Manual and any supplemental documentation we may provide, and you acknowledge that In&motion shall not be responsible for any loss, damage or decrease in the Service’s performance if you fail to follow any of the User Manual’s instructions. For more information, visit the In&motion Site and locate the Customer Service contact information applicable to you.

Upon completing your order of the Products as described in Section 3, you must activate the In&box by following these instructions:

- i. Download My In&box from the Apple App Store or Google Play Store.
- ii. Pair the In&box with your account on the Service (your “**User Account**”) by following the instructions on My In&box and referring to the User Manual.
- iii. Register the Products via your User Account.

If you purchased the In&box or are leasing the In&box under a yearly subscription, you agree to establish a connection between the In&box and In&motion’s servers or data center at least once a year; if you are leasing the In&box under a monthly subscription, you agree to establish a connection between the In&box and In&motion’s servers or data center at least once a month; in each case, by the means of connection indicated in the User Manual and as further described therein. If you fail to do so, the In&box will be automatically blocked and will not be functional until the next connection.

C. Our Service and My In&box Mobile Application

Subject to the terms and conditions of these Terms, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service for your personal, noncommercial use only and as permitted by the features of the Service. In&motion reserves all rights not expressly granted herein in the Service and the In&motion Content (as defined below). In&motion may terminate this license at any time for any reason or no reason.

The Service is available on My In&box via a mobile device. To use My In&box, you must have a mobile device that is compatible with My In&box. In&motion does not warrant that My In&box will be compatible with your mobile device. You may use mobile data in connection with My In&box and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. In&motion hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of My In&box for one User Account on one mobile device owned or leased solely by you, for your personal use only. You may not: (i) modify, disassemble, decompile or reverse engineer My In&box, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer My In&box to any third party or use My In&box to provide time sharing or similar services for any third party; (iii) make any copies of My In&box; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of My In&box, features that prevent or restrict use or copying of any content accessible through My In&box, or features that enforce limitations on use of My In&box; or (v) delete the copyright and/or other proprietary rights notices on My In&box. You acknowledge that In&motion may from time to time issue upgraded versions of My In&box, and may automatically electronically upgrade the version of My In&box that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of these Terms will apply to all such upgrades. Any third-party code that may be incorporated in My In&box is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of My In&box or any copy thereof, and In&motion or its third-party partners or suppliers retain all right, title, and interest in and to My In&box (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in these Terms, is void. In&motion reserves all rights not expressly granted under these Terms. If My In&box is being acquired on behalf of the United States Government, then the following provision applies. My In&box will be deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any

accompanying documentation by the U.S. Government will be governed solely by these Terms and is prohibited except to the extent expressly permitted by these Terms. My In&box may not be exported or re-exported to certain countries or to those persons or entities prohibited from receiving exports from the United States. In addition, My In&box may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to the use of My In&box and the Service.

(1) Additional Apple App Store Terms

The following applies to My In&box or any In&motion mobile application you acquire from the Apple App Store ("**Apple-Sourced Software**"): You acknowledge and agree that these Terms are solely between you and In&motion, not Apple, Inc. ("**Apple**") and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to In&motion as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms and any law applicable to In&motion as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, In&motion, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and In&motion acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of these Terms as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

(2) Additional Google Play Store Terms

The following applies to My In&box or any In&motion mobile application you acquire from the Google Play Store ("**Google-Sourced Software**"): (i) you acknowledge that these Terms are between you and In&motion only, and not with Google, Inc. ("**Google**"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) In&motion, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or these Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to these Terms as relates to the Google-Sourced Software.

D. User Accounts

Your User Account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. You should log in to your User Account regularly to keep apprised of the status of your User Account.

You may never use another User's User Account without permission. When creating your User Account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your User Account, and you must keep your User Account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower-case letters, numbers and symbols) with your User Account. You must notify In&motion immediately of any breach of security or unauthorized use of your User Account. In&motion shall not be liable for any losses caused by any unauthorized use of your User Account.

You may control your User Account profile and how you interact with the Service by changing the settings in your [settings page](#). By providing In&motion your email address, you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may notify In&motion via the [contact form](#) available on the In&motion Site. Opting out of receiving email messages may prevent you from receiving email messages regarding updates, improvements, or offers.

E. Service Rules

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation, by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation, "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the In&motion servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that In&motion grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the In&motion Site for the sole purpose of, and solely to the extent necessary for, creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, or compromise the system integrity or security, or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose, at our sole discretion, an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including without limitation, account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation, features that prevent or restrict use or copying of any content or enforce limitations on the use of the Service or the content therein.

F. Changes to the Service

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily

terminate or suspend your access to the Service without notice and liability for any reason, including if, in our sole determination, you violate any provision of these Terms, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms.

G. Disputes with Other Users

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. In&motion shall have no liability for your interactions with other Users, or for any User's action or inaction.

2. Our Proprietary Rights

The Service and all materials therein or transferred thereby, including without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, and music (the "**In&motion Content**"), and all intellectual property rights related thereto, are the exclusive property of In&motion and its licensors, as applicable. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any In&motion Content. Use of the In&motion Content for any purpose not expressly permitted by these Terms is strictly prohibited.

You may choose to, or we may invite you to, submit comments or ideas about the Service, including without limitation, about how to improve the Service ("**Ideas**"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place In&motion under any fiduciary or other obligation, and that we are free to use the Idea without any compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, In&motion does not waive any rights to use similar or related ideas previously known to In&motion, or developed by its employees, or obtained from sources other than you.

3. Order and Payment Terms

A. Purchasing or Leasing the In&box

Every In&box purchase or lease includes: (i) the In&box, set to be used exclusively when riding in the streets, and (ii) access to My In&box. In&motion will provide system updates, and you acknowledge and agree that you will be solely responsible for downloading and installing updates as they become available. We will notify you as new updates become available via the email address you provided us, a message in your User Account, or a message in My In&box. In&motion shall not be responsible for any loss, damage or decrease in the Service's performance if the In&box in question does not have the latest available update(s) installed.

B. Placing an Order

You can purchase or lease the In&box by (i) purchasing an In&box-compatible product that integrates the In&box at a store or third-party website, and then (ii) creating and logging in to your User Account, selecting the In&box and any other desired Products, providing the requested information, including whether you would like to purchase or lease the In&box, and following the prompts.

After you place an order by completing step (ii) above, we will review the information you provided for validity by verifying your method of payment and your billing and shipping address(es).

If you are leasing the In&box, you authorize us to debit or charge your designated payment method 399 U.S. dollars (\$) in the event that (a) the In&box is not returned to us upon any termination or cancellation of your subscription, or is returned but is damaged or otherwise not in compliance with the return instructions found in Section 3.K, and/or (b) you fail to make a timely subscription payment.

Orders of Products may not be accepted for delivery to certain addresses and territories based upon your location. We may contact you (via email or phone) if additional information is required to accept and process your order. Invalid order information may result in the delayed processing of your order. Your receipt of an order confirmation does not constitute In&motion's acceptance of your order. In&motion maintains the right to limit the Products order quantity without prior notification, and the right to refuse to sell or lease any Products to anyone for any reason or no reason at all. Without limiting the generality of the foregoing, In&motion reserves the right not to accept the orders of resellers, dealers, or distributors. If your order is canceled, we will attempt to notify you, using the email address you have provided to us in connection with the order.

C. No Sales or Leases to Children

In&motion does not sell or lease Products through its Service for or to children, but only to adults, who can pay with a credit card or other permitted payment methods.

D. Prices of Products

The price of any Product will be as quoted on our Service, except in cases of obvious error. The price of any Product may change from time to time, but changes will not affect any order we have accepted prior to the change. The price of a Product is exclusive of all applicable taxes. You are responsible for all sales, use, value added, service, transfer, excise and/or any other similar tax incurred with respect to the Product(s), including but not limited to any taxes we determine to charge at the time of purchase or lease.

E. Payment Methods

We accept various payment methods for Products through our Service, including Mastercard, Visa, and American Express, as indicated on the In&motion Site, as updated from time to time. We will bill your chosen payment method when you place an order for a Product through the Service. In&motion will not fulfill any Product order without authorization validation of your payment from your chosen payment method.

F. Offers

You acknowledge and agree that any offers made available through the Service are subject to change at any time and from time to time.

G. Colors and Other Features

We have endeavored to be as accurate as possible in describing and displaying the colors and other features of the Products made available for purchase or leasing through the Service; however, there is no warranty or guarantee that the colors, quality, product descriptions, or other content of the Service is accurate, complete, reliable, current, or error-free.

H. Shipping

When you purchase or lease Product(s) through the Service, we will ship the desired Product(s) via the shipping method of our choice, on such other terms and conditions (such as applicable shipping and handling fees) that we may disclose to you at the time of your payment. We do not guarantee the services of any shipping service, and delivery dates and times are estimates and are not guaranteed. We

will, however, use commercially reasonable efforts to dispatch the Product(s) to you as soon as reasonably possible after you place your order. During busy and/or unique times, such as holiday periods, periods of inclement weather, and periods of mass-venue closures, there may be additional processing and shipping delays. You agree to not hold In&motion liable for any shipping issues. Most package carriers have a short time frame in which to initiate claims. We recommend that you inspect your package for damage immediately upon arrival. If there is a problem, contact the delivery service immediately to resolve any problems.

I. **Risk of Loss**

Unless otherwise provided by notice from In&motion, all Products purchased or leased through the Service are shipped F.C.A. (Incoterms 2020) from any place we designate as the departure point for the Products. At our discretion, we may choose to halt or alter the delivery of an order, even if it is in the hands of a delivery agent or shipping company. We may do this as a customer service or in cases where we suspect fraud. You agree to pay any additional charges that may arise due to circumstances in which we take such action.

J. **Return Policy**

We hope you will be pleased with all Products you have bought from us, but if you are unhappy with the Products or do not agree to any of the terms of these Terms, you have a legal right to return to us any physical Products paid for within fourteen (14) calendar days of the date on which you gained physical possession of such Products, without giving a reason. If the jurisdiction applicable to you requires a longer returns period, the minimum returns period allowed in such jurisdiction will be applied. To exercise this right, you must also inform In&motion of your wish to return the Products by completing the [Withdrawal Form](#) available on the In&motion Site during the returns period described above. This right to return applies only to Products returned, in their **original, unopened** packaging, accompanied by all In&motion-provided accessories (excluding promotional items such as stickers), to the applicable address listed on the In&motion Site at the time of the return. If you are entitled to reimbursement in accordance with these Terms, we will refund the full price you paid for the Products, using the same payment method you used to place the order, unless we mutually agreed to use another payment method. Notwithstanding the forgoing, you acknowledge and agree that you will be solely responsible for any shipping costs associated with your return of the Products and accompanying accessories to the above-described address. Further, you acknowledge and agree that you are responsible for any diminished value of the Products and/or accompanying accessories resulting from damage that is not necessary to establish the nature, characteristics and proper functioning of the Products, including any damage suffered during and/or in connection with the transport back to In&motion. We may make a deduction from any reimbursement to which you are entitled from us for such loss in value of any Products we supply, or not reimburse you at all. We may withhold reimbursement until we have received the returned Products and assessed any damage to the Products.

K. **Subscription Cancellation and Termination**

If you are leasing the In&box, you can cancel, or modify the terms of, your subscription to the In&box by describing the desired change via the [contact form](#) available on the In&motion Site, specifying "Termination" in the subject line and including your full name, the e-mail address associated with your User Account and your In&box number. Unless otherwise mutually agreed, a modification of the terms of your subscription will be effective upon our confirmation that we have received your filled in contact form, and a cancellation of your subscription will be effective upon our confirmation that we have received your filled in contact form and the returned In&box.

Without limiting the generality of Section 1.F, In&motion has the right to cancel your subscription at any time, without prior notice, in the event of default of payment; if, in our sole determination, you violate any provision of these Terms; in the event of a request to this effect by any competent authority; or for no reason.

You agree that upon any cancellation or termination of your subscription, you will return the In&box, in its **original** packaging, accompanied by all In&motion-provided accessories (excluding promotional items such as stickers), to the applicable address listed on the In&motion Site at the time of the return. You acknowledge and agree that you will be solely responsible for any shipping costs associated with your return of the In&box and accompanying accessories to the above-described address. Further, you acknowledge and agree that you are responsible for any diminished value of the In&box and/or accompanying accessories resulting from damage thereto, including any damage suffered during and/or in connection with the transport back to In&motion.

You further agree that upon any cancellation of your subscription, the balance of the subscription fees due at the end of the then-current commitment period shall become immediately due.

L. California Residents

The provider of services is set forth herein. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

4. Privacy

We care about the privacy of our Users. You understand that, by using the Service, you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in the In&motion [Privacy Policy](#), and to have your personally identifiable information collected, used, transferred to and processed by In&motion.

5. Security

In&motion cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

6. Third-Party Links and Information

The Service may contain links to third-party materials that are not owned or controlled by In&motion. In&motion does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Service on or through any third-party website or service, you do so at your own risk, and you understand that these Terms and the In&motion [Privacy Policy](#) do not apply to your use of such sites. You expressly relieve In&motion from any and all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that In&motion shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

7. Indemnity

You agree to defend, indemnify and hold harmless In&motion and its affiliates (including, without limitation, In&Motion SAS) and its and their respective agents, licensors, managers, employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms, including without limitation, your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation, any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) any content that is submitted via your User Account, including without limitation, misleading, false, or inaccurate information; (vi) your willful misconduct; or (vii) any other party's access and use of the Service with your unique username, password or other security code.

8. No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IN&MOTION OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, IN&MOTION, ITS SUBSIDIARIES, ITS AFFILIATES (INCLUDING, WITHOUT LIMITATION, IN&MOTION SAS), AND ITS AND THEIR RESPECTIVE LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, TO THE EXTENT YOU ENGAGE IN EXCESSIVE SPEED, USE THE SERVICE COMPETITIVELY, VIOLATE TRAFFIC LAWS OR OTHERWISE OPERATE YOUR MOTORCYCLE IN AN UNSAFE MANNER, ANY WARRANTY THAT WOULD OTHERWISE BE CREATED AS A MATTER OF LAW IS VOIDED.

IN&MOTION DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND IN&MOTION WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS AND EXCLUSIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IN&MOTION OR ITS AFFILIATES (INCLUDING, WITHOUT LIMITATION, IN&MOTION SAS), OR ITS AND THEIR RESPECTIVE AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SERVICE. UNDER NO CIRCUMSTANCES WILL IN&MOTION BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR USER ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN&MOTION ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE

WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (iv) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (v) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (vi) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; (vii) LOSSES RESULTING FROM THE SERVICE, OR ANY COMPONENT THEREOF, NOT BEING IN FULL COMPLIANCE WITH THE LAWS, RULES, OR REGULATIONS OF THE APPLICABLE JURISDICTION; AND/OR (viii) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL IN&MOTION OR ITS AFFILIATES (INCLUDING, WITHOUT LIMITATION, IN&MOTION SAS) OR ITS AND THEIR RESPECTIVE AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO IN&MOTION HEREUNDER OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY PROVISION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF IN&MOTION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. Events Outside Our Control

We will not be liable or responsible for any failure to perform, or for a delay in the performance of, any of our obligations that is caused by events outside our reasonable control, including without limitation, acts of god, fire, flood, severe weather, explosions, war (whether declared or not), acts of terrorism, wide-spread infections, industrial disputes (whether or not involving our employees, manufacturers of our Products, or our delivery partners), and acts of local or central government or of any other competent authority, including but not limited to, "shelter-in-place" orders, mass-venue closures, mandatory quarantines, and temporary nationalization of private enterprises.

11. Governing Law, Arbitration, and Class Action/Jury Trial Waiver

A. **Governing Law.** You agree that: (i) the Service shall be deemed solely based in Delaware; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Delaware. These Terms shall be governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Sussex County, Delaware for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Sussex,

Delaware is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the Arbitration provision below is found to be unenforceable.

B. Arbitration. READ THIS PROVISION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM IN&MOTION. For any dispute with In&motion, you agree to first contact us at customer@inemotion.com and attempt to resolve the dispute with us informally. In the unlikely event that In&motion has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, “**Claims**”) by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in Sussex County, Delaware, unless you and In&motion agree otherwise. JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS. The award rendered by the arbitrator may include your costs of arbitration, your reasonable attorneys’ fees, and your reasonable costs for expert and other witnesses. You may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this provision shall be deemed as preventing In&motion from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights.

C. Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND IN&MOTION ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

12. General

A. Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by In&motion without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

B. Notification Procedures and Changes to these Terms. In&motion may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on the In&motion Site, as determined by In&motion in its sole discretion. In&motion reserves the right to determine the form and means of providing notifications to Users, provided that you may opt out of certain means of notification as described in these Terms. In&motion is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. In&motion may, in its sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change these Terms in a material manner, we will update the ‘last modified’ date at the top of this page and notify you that material changes have been made to these Terms. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service.

C. **Entire Agreement/Severability.** These Terms, together with any amendments and any additional agreements you may enter into with In&motion in connection with the Service, shall constitute the entire agreement between you and In&motion concerning the Service. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect, except that, in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire Arbitration provision shall be unenforceable.

D. **No Waiver.** No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and In&motion's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

E. **Contact.** For any questions regarding these Terms, please contact us via the [contact form](#) available on the In&motion Site or send an email to customer@inemotion.com and specify "Terms of Use" in the subject line.