



COYERO, INC.

## Terms of Service

Last updated on April 12<sup>th</sup>, 2025.

**Important:** By using, downloading, or installing any element of the Product (as defined below), you indicate that you have read, understood, and agree to be bound by these COYERO Terms of Service ("Terms"). These Terms govern your ("COYERO Customer") and your users' ("COYERO User") use of the Product and form a legal contract between COYERO, INC. ("COYERO", "we", or "us") and you ("Customer" or "you"). If you are an individual accepting these Terms on behalf of a company or other entity, you are binding that company or entity to these Terms and you represent and warrant that you have full power and authority to do so. COYERO may modify these Terms from time to time as described in Section 19 (Modifications to Terms) below.

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.

**IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE PRODUCT.**

### 1 Introduction and Product Definition

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**Thank you for using the COYERO Product!**

The "Product" means:

- (a) our authentication and authorization services and related features designed to grant COYERO Users access to any kind of services and/or infrastructure provided by a COYERO Customer and offered on a server suite ("COYERO Server") accessible via the Internet ("COYERO Server Components" or "COYERO Cloud Services"), including the creation of electronic keys and the definition of a set of attributes used in combination therewith;
- (b) the COYERO software modules ("COYERO Software Development Kits" or "COYERO SDKs") integrated into applications on:



- (i) mobile devices such as smartphones, tablets, watches, vehicles, wearables, or similar ("COYERO Client"), and
  - (ii) devices such as smartphones, tablets, points of sale ("POS"), points of identification ("POI"), COYERO Hardware or other electronic components capable of electronic wireless communication by means of Near Field Communication ("NFC"), Bluetooth ("BT", "Bluetooth", "BT LE", or "BLE"), and/or optical communication as used for reading a QR code;
- (c) the "COYERO Hardware" named as "COYERO Kiosk", "COYERO Communication Controller", "COYERO Gateway", "COYERO IoT Terminal" or "COYERO Charging Station";
- (d) software integrated on computing devices or on COYERO Hardware for the purpose of managing the energy systems of a COYERO Customer, including, without limitation, electric power grids incorporating components for the generation and/or storage of electrical energy, and designed to enable secure communication with the COYERO Cloud Services for the monitoring, controlling, and interfacing with charging infrastructure used for the charging and discharging of COYERO Users' electric vehicles, all in accordance with the COYERO Customer's energy-management parameters, COYERO User profiles, and applicable access rights;
- (e) all COYERO-related software, including the COYERO SDKs and firmware embedded in COYERO Hardware or any other hardware ("Software");
- (f) any of their respective updates, upgrades, enhancements, or modifications; and
- (g) the standard COYERO user documentation accompanying the foregoing.

## 2 Your Account

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You must be at least 18 years of age to use the Product. Use of the Product may optionally require you:

- to create an account and register your email address and a password; or
- use a governmental ID system (like eID in Europe)

You are solely responsible for any and all actions taken using your account and you must keep your passwords secure.



To use specific features of the Product, you may be asked to provide additional information, such as your name, address, payment information, or identity verification details. You agree that all information you provide will be accurate, complete, and kept up to date.

## 3 The Product

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### 3.1 Use of the Product

Subject to these Terms, including Section 4 (Usage Plans, Fees and Beta Releases) below, you may access and use the Product for your purposes and in accordance with our standard user documentation. This includes the right to download and use the Software on compatible devices that you own or control or that are delivered to you as part of the Product, based upon the conditions outlined in these Terms.

As a COYERO Customer, you may permit your employees, agents, and customers to use the Product on your behalf, but you remain responsible for their acts, omissions, and compliance with these Terms.

### 3.2 Restrictions

Your rights to use the Product are non-exclusive, non-transferable, and non-sublicensable. You will not (and will not permit anyone else to):

- (i) rent, lease, reproduce, modify, create derivative works of, distribute, or transfer the Product;
- (ii) circumvent mechanisms in the Product intended to limit its use;
- (iii) reverse engineer, disassemble, decompile, or translate the Product or attempt to derive the source code of the Software or any non-public application program interfaces ("APIs");
- (iv) publicly disseminate information regarding the performance of the Product;
- (v) access the Product to build a competitive product or service;
- (vi) submit any viruses, worms, or other harmful code to the Product or otherwise interfere with or cause harm to the Product;
- (vii) seek to access information or data of other COYERO customers;
- (viii) use the Product to transmit spam or other unsolicited email; or
- (ix) use the Product except as expressly permitted in these Terms.



## 4 Usage Plans, Fees and Beta Releases

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### 4.1 COYERO Tickets and Transactions

Authorizations to access services and/or service-based infrastructure for users (“COYERO Users”), being (i) anonymous users, (ii) electronically identified and registered users, or (iii) users identified by governmental ID systems, are based on the exchange of digital, encrypted, electronic information (“COYERO Ticket”) being issued by the COYERO Server and sent to the COYERO Client.

A COYERO Ticket may be redeemed (“COYERO Transaction”) (i) at the COYERO Kiosk within a limited or unlimited time, initiated by NFC and/or BLE-based communication between the COYERO Client and the COYERO Kiosk and/or by reading QR codes displayed at the COYERO Client and read by the COYERO Kiosk or any other COYERO Hardware, or (ii) by means of an external cloud server associated with the service or infrastructure.

COYERO Tickets may hold additional information, such as the number of their recurrent usage in time and/or date and/or location information, or any other information like, for example, cost to access the service. In general, additional information stored in COYERO Tickets is subject to the specific Software in use.

### 4.2 COYERO Uses

A “COYERO Use” or “COYERO Uses” represent the measurable interaction(s) that drive the operation of the COYERO Platform. A COYERO Use may consist of one or more events including, but not limited to:

- the creation, issuance, or redemption of a COYERO Ticket,
- the execution of a COYERO Transaction at any COYERO Hardware or integrated third-party system,
- the verification or renewal of a digital membership, pass, right, entitlement, or similar authorization,
- the use of platform-based services provided by one or more Business Customers (e.g., mobility, access, ticketing, membership management, reservations, or event participation), or
- any other metered action defined in the applicable Order Terms or pricing documentation.

COYERO may classify one individual interaction or a group of interactions within a defined time period (e.g., a calendar month or billing period) as one COYERO Use, as specified in the Order Terms.



COYERO Uses apply regardless of whether the Business Customer operates a branded application, integrates the COYERO SDK into its own systems, or participates as one of several service providers operating on a shared regional or multi-tenant COYERO ecosystem.

Transactions triggered by reading third-party contactless chip cards that are supported by COYERO Hardware but not processed through COYERO Tickets do not count as COYERO Uses and are excluded from usage-based billing unless otherwise specified.

### 4.3 COYERO Engineering Services

COYERO Customers may require specific extensions or customizations of the Product. These are offered as engineering services and are subject to a separate agreement. Unless otherwise stated in writing, the same terms apply as given in these Terms, in particular Sections 14 (Disclaimer of Warranties), 15 (Limitation of Liabilities), 16 (Third Party Products), and 20 (Governing Law, Arbitration, and Class Action/Jury Trial Waiver).

### 4.4 Usage Plans

COYERO offers several usage plans ("Usage Plans") to accommodate different types of Business Customers, End-Users, and platform operators. The permitted scope of use—such as available features, number of COYERO Users, number of COYERO Tickets, and number of COYERO Uses—depends on the selected Usage Plan and the applicable Order Terms.

COYERO may offer the following categories of Usage Plans:

**(a) Fixed Annual Plans ("Subscription Plans"):** Subscription Plans provide access to a defined set of COYERO functionalities, modules, and integrations (e.g., base platform, branding, SDK integration, ticketing, membership management, mobility services, charging services, add-on modules). The annual fee covers a fixed usage allowance as defined in the Order Terms. If usage exceeds the included allowance, additional COYERO Uses may be billed at overage rates.

**(b) Pay-Per-Use Plans ("Usage-Based Plans"):** Under a Usage-Based Plan, the Business Customer pays based solely on the number of COYERO Uses recorded during the billing period. Each COYERO Use is billed at the unit price specified in the Order Terms. Usage-Based Plans may be applied to individual merchants, multi-merchant ecosystems, branded applications, or platform integrations.



**(c) Hybrid Plans (“Subscription + Usage”):** Hybrid Plans combine a base annual Subscription Plan with usage-based billing. A Hybrid Plan may include:

- a fixed annual fee for specific modules or packages, and
- a per-use fee for defined COYERO Uses (e.g., a cost per digital membership purchase, per ticket issuance, or per access authorization).

Example: A Business Customer may subscribe to a fixed “Base + Extensions Package” and additionally pay a defined per-membership fee for each membership sold through the platform.

**(d) Trial Plans:** Trial Plans provide temporary, limited access to evaluate the COYERO Platform. They may include feature restrictions and expiration terms. Trial Plans automatically terminate unless converted to a paid plan.

**(e) Custom Enterprise Agreements:** Large or complex Business Customers may enter into individually negotiated enterprise contracts covering branding, white-label apps, SDK integration, multi-tenant ecosystems, onboarding, engineering extensions, or specialized service-level requirements. In the event of a conflict, such agreements override conflicting terms in this Section 4.

## 4.5 Order Terms and Fees

Your applicable Usage Plan, included functionality, pricing, included COYERO Uses, overage rates, and renewal options are defined in the order terms (“Order Terms”), which may be presented during online registration, contract execution, purchase via an App Marketplace, order confirmation, or in any other form of written agreement.

Unless explicitly agreed otherwise, all fees:

- must be paid in advance, and
- do not renew automatically; all renewals require a new order (“no auto-renewal” policy).

All fees are non-refundable except as expressly specified in Section 13.2 (Termination or Suspension by COYERO), Section 19 (Modifications to Terms), Section 22 (Apple-Related Terms), or in the applicable Order Terms.

## 4.6 Beta Releases



As part of COYERO's effort to extend the functionality of the Product, certain features of the Product may be made available to customers on a "beta" basis ("Beta Releases"). If Customer chooses to use a Beta Release, Customer acknowledges that the Beta Release may not be complete or fully functional and may contain bugs, errors, omissions, and other problems. COYERO does not guarantee that future versions of a Beta Release will be made available under these Terms or otherwise. Use of Beta Releases is at Customer's sole risk.

#### **4.7 COYERO Use with Payments**

If you use the Product in combination with COYERO's payment functionality, the additional terms in Section 9 (COYERO Payments) below apply.

### **5 Support, Updates and Upgrades**

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COYERO uses reasonable efforts to provide email and online self-help support (see section 5.1 below). All support is governed by COYERO's then-current support policies.

We may provide updates to the Product ("Updates") or upgrades to the Product ("Upgrades"). All Updates and Upgrades are governed by these Terms unless we specify otherwise. In certain cases, we may require you to download or install Updates to continue using the Product. Upgrades and other Product changes are made at our discretion; we have no liability to you for any such changes and do not guarantee that any changes will meet your needs.

#### **5.1 Support Service Levels**

COYERO provides support to active customers through its online support portal at <https://support.coyero.com> and by email at [support@coyero.com](mailto:support@coyero.com). Requests submitted through these channels automatically generate a support ticket and will be processed during COYERO's business hours.

Unless otherwise agreed in the applicable Order Terms, COYERO uses reasonable efforts to respond to support requests within twelve (12) business hours. Response and resolution times are non-binding service targets and may vary depending on the severity and nature of the request.

#### **5.2 System Monitoring and Availability**



COYERO continuously monitors the operation and performance of its cloud environment, including system health, logs, security events, and infrastructure performance. Monitoring is carried out 24 hours a day, 7 days a week.

COYERO uses reasonable efforts to ensure a high level of system availability. Although no specific uptime level is contractually guaranteed under these Terms, COYERO's operational target is at least 99% availability measured on a daily basis, excluding planned maintenance, circumstances outside COYERO's reasonable control, and any outages caused by third-party systems or networks.

As part of its continuous security operations, COYERO maintains practices and controls designed to comply with applicable International Standards (ISO27001) and European cybersecurity requirements, including the principles of NIS2 (Directive (EU) 2022/2555), to the extent applicable to COYERO's services.

Planned maintenance windows, where required, will be communicated through the Product or via the support portal.

THESE SUPPORT, MONITORING, AND AVAILABILITY PRACTICES DESCRIBE COYERO'S STANDARD OPERATIONAL MEASURES AND DO NOT CONSTITUTE SERVICE LEVEL GUARANTEES UNLESS EXPRESSLY AGREED IN THE APPLICABLE ORDER TERMS.

## 6 End-Users, Resellers and Business Partners

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We reserve the right to refuse selling and shipping the Product to you if we have reason to believe you are not a COYERO customer. Customer support is only available to the original purchaser, unless we agree otherwise in writing.

In certain regions we work with companies ("COYERO Business Partners") that have integrated the Product within their own products and/or services and provide the Product to you ("End-User"). COYERO Business Partners must provide the Product to End-Users under Terms that are substantially equivalent to these Terms. We do not currently sell to or work with resellers unless expressly agreed in writing.

## 7 User Data

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### 7.1 Your Rights





As between COYERO and User, the User retains all rights to any user information or other data that the User submits to the Product ("User Data"). For Users located in the European Union, COYERO's GDPR-related practices are described in COYERO's GDPR Policy, available at <https://www.coyero.com/gdpr/>, for users outside the European Union the COYERO Product Privacy Policy, available at <https://www.coyero.com/privacy-policy/>, applies.

## 7.2 Use of User Data

User grants COYERO a worldwide, non-exclusive, royalty-free right to use, copy, store, transmit, distribute, publicly perform and display, create derivative works of, and modify any User Data in order to provide the Product to User and otherwise to operate, improve, and maintain the Product. This includes COYERO's distribution of issued COYERO Tickets and authorizations, independent from their format and content, containing anonymized User Data to the recipients designated by User through the Product. COYERO may use the services of subcontractors to provide the Product and permit them to exercise our rights to User Data.

## 7.3 Privacy Policy

We respect the privacy rights of our Users. Users provide User Data to COYERO by creating an account or using the Product. COYERO uses this account information as described in Section 2 (Your Account) above and other information about the use of the Product in accordance with our Privacy Policy. The COYERO Privacy Policy is available under <https://www.coyero.com/privacy-policy/> and explains how we collect, use, share, and protect User Data.

## 7.4 Storage of User Data

COYERO does not provide an archiving service. COYERO agrees only that it will not intentionally delete User Data prior to the User's termination of the service provided by the Product. We expressly disclaim all other storage obligations to the extent permitted by applicable law.

COYERO will store User Data from Users located in the U.S.A. or Canada on servers located in the United States. User Data from Users located in the European Union, Switzerland, Great Britain, or Norway will be stored in the European Union. For Users located in other countries, COYERO will store the data according to what we determine to be the best performance of the Product and in accordance with applicable law.



## 8 Customer Data

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### 8.1 Your Rights

As between COYERO and Customer, Customer retains all rights to any business information or other data that Customer submits to the Product ("Customer Data").

### 8.2 Use of Customer Data

Customer grants COYERO a worldwide, non-exclusive, royalty-free right to use, copy, store, transmit, distribute, publicly perform and display, create derivative works of, and modify any Customer Data in order to provide the Product to Customer and otherwise to operate, improve, and maintain the Product. This includes COYERO's distribution of issued COYERO Tickets and authorizations, independent from their format and content, containing anonymized Customer Data to the recipients designated by Customer through the Product. COYERO may use the services of subcontractors to provide the Product and permit them to exercise our rights to Customer Data.

### 8.3 Storage of Customer Data

COYERO does not provide an archiving service. COYERO agrees only that it will not intentionally delete Customer Data prior to termination or expiration of your paid subscription, except as required by law. We expressly disclaim all other storage obligations to the extent permitted by applicable law. You are solely responsible for maintaining backups of Customer Data on your own systems.

COYERO will store Customer Data from Customers located in the U.S.A. or Canada on servers located in the United States. Customer Data from Customers located in the European Union, Switzerland, Great Britain, or Norway will be stored in the European Union. For Customers located in other countries, COYERO will store the data according to what we determine to be the best performance of the Product and in accordance with applicable law.

### 8.4 Customer Obligations

(A) **In general.** Customer represents, warrants, and agrees that:

- (i) Customer's use of the Product will comply with all applicable local, state, federal, and international laws and regulations, including those relating to privacy, data security, export control, and electronic communications ("Laws");



- (ii) Customer has obtained all necessary rights, releases, and permissions to provide and allow the processing, use, and disclosure of Customer Data by COYERO under these Terms;
- (iii) neither the Customer Data nor its processing, use, or disclosure will violate any Laws, third-party rights (including intellectual property rights, rights of privacy, or rights of publicity) or any applicable Customer privacy policy; and
- (iv) Customer will not use the Product in support of, or to further, any activities prohibited by any Laws (e.g., money laundering) or, even if not prohibited by law, for gambling, prostitution, alcohol, illegal drug, pharmaceutical, or healthcare businesses or services.

**(B) Certain Customer Data Prohibited.** Except in the specific fields designated by COYERO, Customer agrees not to submit to the Product any tax identification numbers, bank account numbers, or credit or debit card numbers. In addition, Customer agrees not to include in any invoices or otherwise submit to the Product any of the following:

- (i) patient, medical, or other protected health information regulated by HIPAA or any similar federal or state laws, rules, or regulations (including without limitation any health insurance information);
- (ii) social security numbers; or
- (iii) driver's license numbers or California identification card numbers.

COYERO may delete or anonymize any such prohibited data without notice and without liability.

**(C) Attorney Use.** While attorneys are welcome to use the Product, they should not submit anything that constitutes or could reasonably be considered "confidential" or "attorney-client privileged" information. COYERO takes no responsibility and assumes no liability for any Customer Data, and Customer is solely responsible for Customer Data and the consequences of its use.

**(D) Responsibility for Customer Data.** COYERO takes no responsibility and assumes no liability for any Customer Data, and Customer is solely responsible for Customer Data and the consequences of its use.

## 8.5 Customer Indemnity

Customer will indemnify, defend (at COYERO's request), and hold harmless COYERO (and its affiliates and their respective employees, agents, officers, directors, and customers) from and against any and all claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

- (i) any Customer Data;



- (ii) Customer's negligence, misconduct, or breach or alleged breach of these Terms;
- (iii) Customer's relationships or disputes with any of its own customers or business partners, including any invoice recipients; and
- (iv) any service, product, or offering of Customer used in connection with the Product.

## **8.6 Third Party Products**

If you use the Product with (or to send Customer Data to) any third-party products or services (as permitted through the standard functionality of the Product), then you (not COYERO) are fully responsible for and assume all risk arising from your use of such third-party products or services and from the use of Customer Data by such third parties. COYERO is not responsible for how third parties use Customer Data once it has left our systems.

## **8.7 Aggregate/Anonymous Data**

In addition to its other rights above, COYERO may aggregate Customer Data with other data so that the results are non-personally identifiable to Customer and may collect anonymous technical and other data about Customer's use of the Product ("Aggregated/Anonymous Data"). COYERO owns all Aggregated/Anonymous Data and may use Aggregated/Anonymous Data for its marketing, reporting, and other lawful business purposes.

## **8.8 Compelled Disclosures**

COYERO may share Customer Data when we have a good-faith belief that access, use, preservation, or disclosure of such information is reasonably necessary to:

- (i) satisfy any Law, legal process, or governmental request;
- (ii) enforce these Terms, including investigation of potential violations hereof; or
- (iii) protect against imminent harm to the Product or the rights, property, or safety of COYERO, its users, or the public as required or permitted by law.

## **8.9 Other Data Collection and Handling**

COYERO uses your account information (as described in Section 2 (Your Account)) and other information about your use of the Product in accordance with our Privacy Policy (available under <https://www.coyero.com/privacy-policy/>). Nothing in the Privacy Policy limits our rights to Customer Data described above in this Section 8 or elsewhere in these Terms.



## 9 COYERO Payments

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### 9.1 General

The Product may include features to allow you to receive payments from your own customers (“End Customers”) or users (“COYERO Users”) for services you offer to End Customers or COYERO Users through the Product (“COYERO Payments”). These payments are processed through our payments partner (currently Stripe, Inc.) (“Payments Partner”), and if you use COYERO Payments, you must provide certain underwriting and other information requested by the Payments Partner. Your relationship with the Payments Partner (including their use of your information and any fees you owe) is governed by the Payments Partner’s Terms of Service (available at <https://stripe.com/terms>) or other terms presented through the Product.

If you agree to directly provide COYERO with the same or similar information, we will handle the information as Customer Data under these Terms and our Privacy Policy.

### 9.2 Your Responsibilities

Any purchase or payment is solely between you and the End Customer; COYERO is not party to your transactions and assumes no liability or responsibility for your products, services, or offerings. COYERO is not your bank, agent, or trustee and is not otherwise involved in the flow of funds or payments. Any payment dispute must be resolved between you and the End Customer.

WITHOUT LIMITING SECTION 14 (DISCLAIMER OF WARRANTIES) OR SECTION 15 (LIMITATION OF LIABILITIES) BELOW, COYERO MAKES NO WARRANTY AND ASSUMES NO RESPONSIBILITY OR LIABILITY FOR COYERO PAYMENTS OR ANY DISPUTES, CHARGEBACKS, OVERCHARGES, DELAYED PAYMENTS, INSUFFICIENT FUNDS, EXPIRED CARDS, CIRCUMSTANCES BEYOND OUR CONTROL (INCLUDING WITHOUT LIMITATION POWER OUTAGES, SERVICE INTERRUPTIONS OR OTHERWISE), OR OTHER ISSUES RELATING TO TRANSACTIONS MADE THROUGH COYERO PAYMENTS.

Notwithstanding anything in these Terms to the contrary, COYERO may modify, suspend, or terminate COYERO Payments at any time, without notice or liability to you. If you instruct COYERO to process the payments, you agree that COYERO will retain customary payment processing fees and pass them on to the Payments Partner.



## 10 COYERO Hardware

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**General.** The Product might, depending on the Usage Plan, require specific Hardware. Hardware is leased and not purchased, as defined under the clause “Ownership” below. Use of the Hardware is subject to these Terms. Only upon payment of fees for subscriptions or applicable Usage Plans and acceptance of these Terms will you be licensed to access and use all Hardware and Software installed on the Hardware (and any updates and upgrades thereto), on a limited, non-exclusive, revocable, non-sublicensable, non-transferable basis, solely for the purposes of using the Product.

**Usage.** You agree to use the Hardware in accordance with all procedures that may be provided by COYERO from time to time and solely for the purposes of using the Product. Any other use is a breach of these Terms. Hardware is subject to our Return Policy, which can be found at section 11 below.

**Security.** While the Hardware uses encryption technology and the law generally prohibits third parties from monitoring transmissions, COYERO will, under no circumstances, be liable for any unauthorized access to or use of data transmitted using the Product.

**RF Exposure Information.** Hardware has been tested and meets applicable limits for radio frequency (RF) exposure. Cases with metal parts may change the RF performance of the device, including its compliance with RF exposure guidelines, in a manner that has not been tested or certified.

**Availability.** Every effort is made to maintain sufficient stock of all the Products we offer. Potential inventory shortages at our distributor may impact our ability to fulfill an order. We reserve the right to cancel an order if we are, for any reason, unable to fulfill the order requirements. If we are unable to fulfill an order, we will notify you by email.

**Shipment.** We cannot ship Hardware to certain places (such as PO boxes, military bases, and specific regions). If we cannot deliver your order, it will be shipped back to us and we will send you a refund. Inventory shortages or other fulfillment issues may cause delays. Your order is shipped using a carrier selected by us. We cover the shipping fee as long as the shipping address is located in the Continental United States or Canada. Once you have completed your purchase, we will provide you with an estimated delivery date. Every effort is made to facilitate delivery of your order on time and by the estimated delivery date. After your order is processed and fulfilled, we will send you an email containing the order tracking number. Once your order is fulfilled and placed in the hands of our selected shipping carrier, we cannot guarantee any delivery date indicated by the carrier.



**Installation and Setup.** Installation of Hardware must be performed by a professional. COYERO disclaims any liability for the installation process. You agree to take care, on your own responsibility, where and how to install the Hardware. COYERO will never contract and/or send a professional on its own initiative to any premises. Setup of the Hardware is done automatically during the boot process and requires, for the duration of the setup procedure, access to the internet with reasonable performance (upload and download speed minimum 1 Mbit/sec).

**Loss, Damage, and Return.** Unless otherwise stated in the Order Terms, you are responsible for any loss, theft, or damage to the Hardware from the time it is delivered to you until it is returned to COYERO in accordance with our Return Policy. Failure to return Hardware within the specified timeframe, or returning it in a condition beyond normal wear and tear, may result in additional fees up to the replacement value of the Hardware.

## 11 Return Policy

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This Return Policy applies to the return of Hardware and other physical products (“Hardware”) provided as part of the Product under the applicable Usage Plan or Order Terms. This Return Policy forms an integral part of these Terms.

### 11.1 General Return Conditions

COYERO wants you to be satisfied with the Hardware you receive. Subject to this Section 11, you may return Hardware purchased or leased directly from COYERO or its authorized partners, provided that:

- the Hardware is returned in new or like-new condition,
- all original packaging, accessories, and documentation are included, and
- the return is made within the applicable time period described in Section 11.2.

COYERO may refuse returns if we reasonably believe you are abusing this Return Policy (for example, repeated seasonal returns or excessive return frequency).

### 11.2 Money-Back Guarantee

You have 30 calendar days from the date of initial purchase—or in the case of a renewed paid subscription, the start of each renewal period—to request a full refund of the amounts paid for the applicable Hardware or subscription fees.



Refunds are issued:

- minus original shipping and handling charges, if any; and
- to your original payment method within fifteen (15) business days after COYERO receives the returned Hardware.

No refunds are provided after the 30-day period has expired, except as expressly permitted under Section 13.2 (Termination or Suspension by COYERO), Section 19 (Modifications to Terms), or the Order Terms.

### **11.3 Eligibility and Return Process**

COYERO will accept returns only for Hardware that:

- was sold or leased directly by COYERO or an authorized COYERO Business Partner, and
- is shipped back using the included return label and designated carrier (if provided).

If the original shipment to you was free of charge, COYERO will cover the cost of return shipping. Priority shipping charges selected by you are non-refundable.

### **11.4 Replacement Policy**

COYERO may, at its discretion, replace the Hardware or any component thereof under this Return Policy or under warranty. Replacement may involve:

- replacing the entire Hardware unit,
- replacing only defective parts, or
- replacing components with refurbished parts or units of the same type and equivalent functionality and appearance.

COYERO may use parts or Hardware that are not identical in all respects to the returned unit, provided that:

- (a) the replacement meets or exceeds the original specifications,
- (b) the replacement is equivalent to new in functionality and appearance, and
- (c) the replacement is compatible with the Product.

All replacement Hardware and parts remain the property of COYERO.





### 11.5 Obligation to Return Replaced Hardware

If COYERO provides a Replacement Product or Replacement Part, you must return the replaced Hardware or component to COYERO within ten (10) days after receiving the replacement.

If you fail to return the replaced Hardware or component within the required timeframe, you must pay COYERO the then-current standard price for the unreturned item.

### 11.6 Exclusions

This Return Policy does not cover Hardware damaged due to:

- misuse, neglect, or abuse;
- unauthorized modification or repair;
- improper installation or storage conditions;
- electrical events such as lightning or power surges;
- natural disasters or other force majeure events; or
- any use inconsistent with these Terms or COYERO documentation.

Third-party products resold by COYERO are covered only by the original manufacturer's warranty. Warranty claims for such products must be directed to the manufacturer.

### 11.7 Condition on Receipt

Upon receiving returned Hardware, COYERO reserves the right to inspect the condition of the return. COYERO may reduce or refuse a refund if the Hardware:

- is missing components,
- is not returned in its original condition, or
- has been damaged beyond normal handling.

Any reduction will reflect the Hardware's loss of value.

## 12 Ownership

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COYERO and its licensors retain all right, title, and interest (including all intellectual property rights) in and to the Product and any and all related and underlying technology and documentation.



Customer is obtaining only a limited usage right to the Product, regardless of any use of words such as “purchase”, “sale”, “lease” or similar terms.

If Customer submits any comments, suggestions, or other feedback regarding the Product, COYERO may freely exploit the feedback (including as part of the Product) without restriction on account of intellectual property rights or otherwise.

## **13 Termination and Suspension**

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These Terms will continue until terminated.

### **13.1 Termination by Customer**

You may terminate these Terms at any time by ceasing all use of the Product, deleting any Software, and returning the Hardware (if any is part of your Usage Plan) to COYERO in accordance with our Return Policy.

### **13.2 Termination or Suspension by COYERO**

For paid subscriptions and packages, COYERO may terminate or suspend these Terms if Customer fails to cure any material breach within fifteen (15) days after written notice, except that COYERO may terminate or suspend these Terms immediately as a result of Customer’s breach of the express obligations under Sections 3.2 (Restrictions) or 8.4 (Customer Obligations) or to prevent harm to the Product or other customers.

For Trial Plans and Beta Releases, COYERO may terminate or suspend these Terms at any time for any or no reason.

Further, if COYERO ceases to offer the Product, or if COYERO’s right or ability to offer the Product is restricted, suspended, or terminated (whether pursuant to Laws or by App Marketplaces or other third parties), COYERO may immediately terminate or suspend these Terms. In such case, if you have a paid subscription or package, you will receive a pro-rated refund based on the unused portion of your subscription term or the number of unused invoices remaining in your package.

### **13.3 Effect of Termination**

Upon termination of these Terms, your right to the Product will automatically terminate and you must cease using the Product, delete any Software, and send back the Hardware to COYERO.



Following termination, you will have no further access to any Customer Data in the Product and COYERO may delete all Customer Data in its possession at any time unless prohibited by law. You will delete all Confidential Information (or return it to COYERO) upon any termination of these Terms or request by COYERO.

The following will survive termination: Section 3.2 (Restrictions), Sections 8.4 (Customer Obligations) through 8.9 (Other Data Collection and Handling), Section 9.2 (Your Responsibilities), and Sections 12 (Ownership) through 22 (Apple-Related Terms).

## 14 Disclaimer of Warranties

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCT IS PROVIDED “AS IS” AND COYERO AND ITS LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY.

THE PRODUCT IS NOT INTENDED TO PROVIDE LIFE-SAVING APPLICATIONS OR APPLICATIONS IN MEDICAL, CHILD CARE, OR SAFETY-RELATED ENVIRONMENTS. COYERO EXPRESSLY DISCLAIMS ANY WARRANTY THAT USE OF THE PRODUCT WILL ENSURE YOUR COMPLIANCE WITH ANY SAFETY STANDARDS OR LEGAL OR REGULATORY OBLIGATIONS OR THAT THE RESULTS OF THE PRODUCT WILL BE ACCURATE OR SUFFICIENT FOR YOUR PURPOSES.

THERE IS NO WARRANTY THAT THE PRODUCT WILL BE ERROR-FREE, THAT ACCESS WILL BE CONTINUOUS OR UNINTERRUPTED, THAT ANY INFORMATION PROVIDED OR USED WITH THE PRODUCT WILL BE SECURE, ACCURATE, COMPLETE, OR TIMELY, OR THAT ANY CUSTOMER DATA WILL BE PRESERVED OR MAINTAINED WITHOUT LOSS. COYERO SHALL NOT BE LIABLE FOR ANY PRODUCT FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF COYERO.

YOU MAY HAVE OTHER STATUTORY RIGHTS; HOWEVER, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## 15 Limitation of Liabilities

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL COYERO OR ITS LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY (I) FOR ANY LOST PROFITS, LOSS OF USE, LOST DATA,



INTERRUPTION OF BUSINESS, FAILURE OF SECURITY MECHANISMS, OR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR (II) IN ANY EVENT, FOR AMOUNTS EXCEEDING THE GREATER OF (A) THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO COYERO IN THE PRIOR SIX (6) MONTH PERIOD OR (B) ONE HUNDRED DOLLARS (US\$100).

THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THESE TERMS AND A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES, AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PRICING AND OTHER PROVISIONS IN THESE TERMS WOULD BE SUBSTANTIALLY DIFFERENT.

The Product is controlled and operated from facilities in the United States or the European Union but may involve transmission of data or utilization of third-party services globally. For storage of data, Section 7.4 (Storage of User Data) and Section 8.3 (Storage of Customer Data) apply. For Customers and Users located in the European Union, the transmission of Customer Data and User Data outside the European Union is subject to COYERO's GDPR practices as described under [www.coyero.com/gdpr](http://www.coyero.com/gdpr). COYERO makes no representations that the Product is appropriate or available for use in locations other than the United States, Canada, the European Union, Switzerland, and Norway. Those who access or use the Product from other jurisdictions do so at their own volition and are entirely responsible for compliance with all Laws. Unless otherwise explicitly stated, all materials found on the Product are solely directed to users located in the United States.

## 16 Third Party Products

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All third-party hardware and other products included or sold with the Product are provided solely according to the warranty and other terms specified by the manufacturer, who is solely responsible for service and support for its product. For service, support, or warranty assistance, you should contact the manufacturer directly. COYERO AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS, AND EXPRESSLY DISCLAIM ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.



## 17 Consumer Law

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Notwithstanding any other provision of these Terms, if Customer is a consumer (as defined in Schedule 2 of the Competition and Consumer Act 2010 (Cth) and the corresponding provisions of the Australian Consumer Law (New South Wales)) ("Australian Consumer Law"):

**17.1** To the extent required by the Australian Consumer Law, nothing in these Terms excludes, restricts or modifies any consumer guarantees, warranties or other rights that cannot be excluded by law.

**17.2** Subject to Section 17.1, Sections 14 (Disclaimer of Warranties) and 15 (Limitation of Liabilities) do not apply to any liability of COYERO to comply with an applicable consumer guarantee under the Australian Consumer Law.

**17.3** Subject to Sections 17.1 and 17.2, the liability of COYERO for any liability, loss, cost or damage, however caused (including by the negligence of COYERO), suffered or incurred by Customer because of a failure by COYERO to comply with a consumer guarantee is limited, at COYERO's option, to:

- (a) resupplying the services; or
- (b) paying the cost of having the services supplied again.

**17.4** Section 17.3 does not apply if it is not fair or reasonable for COYERO to rely on it for the purposes of section 64A of the Australian Consumer Law.

## 18 Confidential Information

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In connection with access to the Product, Customer may receive access to confidential or proprietary information of COYERO ("Confidential Information"). Confidential Information includes the Software, Hardware, all non-public elements of the Product, and any performance information regarding the Product. Confidential Information excludes information that Customer already lawfully knew or that becomes public through no fault of Customer.

Customer will (a) use a reasonable degree of care to protect all Confidential Information, (b) not use Confidential Information except in support of its authorized use of the Product, and (c) not disclose Confidential Information except to employees and agents with a legitimate need to know and who have agreed in writing to keep it confidential. Customer may also disclose Confidential



Information to the extent required by law, after reasonable notice to COYERO and cooperation to obtain confidential treatment.

Unauthorized disclosure of Confidential Information may cause harm not compensable by damages, and COYERO may seek injunctive or equitable relief in a court of competent jurisdiction, without posting a bond, to protect its Confidential Information.

## 19 Modifications to Terms

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COYERO may modify these Terms (including Product pricing and plans) from time to time, with notice given to you by email or through the Product. If you have a Trial Plan or are using Beta Releases, then any modifications will become effective immediately, and if you disagree with the modifications, your exclusive remedy is to terminate these Terms.

If you have a paid subscription or package, you must notify COYERO within fifteen (15) days of notice of the modifications that you do not agree to such changes, and COYERO (at its option and as your exclusive remedy) may either:

- (a) permit you to continue under the prior version of these Terms until your next subscription expiration or renewal date (after which the modified Terms will apply); or
- (b) allow you to terminate these Terms and receive a pro-rated refund based on the unused portion of your subscription term or the number of unused invoices remaining in your package.

Upon any changes to these Terms, you may be required to click to agree to the modified Terms in order to continue using the Product, and in any event continued use of the Product after the modifications take effect constitutes your acceptance of the modifications.

As an exception to these rules regarding changes to these Terms,

- (i) if we make changes to our Billing Policy, the version of our Billing Policy in effect at the time of purchase (or renewal) of a paid subscription or package shall apply to that usage plan, and
- (ii) any changes to our Privacy Policy will automatically become effective upon posting as described in the Privacy Policy.



## 20 Governing Law, Arbitration, and Class Action/Jury Trial Waiver

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### 20.1 Governing Law

You agree that:

- (i) the Product shall be deemed solely based in the State of California; and
- (ii) the Product shall be deemed a passive one that does not give rise to personal jurisdiction over COYERO in jurisdictions other than California.

These Terms will be governed by and construed in accordance with the laws of the State of California, without reference to its conflict-of-laws principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

The Federal and State courts located in Santa Clara County, California shall have exclusive jurisdiction over any claim or dispute relating to these Terms that is not subject to arbitration. The parties hereby expressly consent to the personal jurisdiction of such courts.

The prevailing party in any dispute under these Terms (including arbitration enforcement actions) will be entitled to recover its reasonable attorneys' fees and costs.

### 20.2 Arbitration

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE CERTAIN DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM COYERO.

For any dispute or claim ("Claim") with COYERO arising out of or relating to these Terms, the Product, or your relationship with COYERO, you agree to first contact us at [legal.us@coyero.com](mailto:legal.us@coyero.com) and attempt to resolve the dispute informally.

If COYERO has not resolved the Claim within sixty (60) days, the parties agree that the Claim shall be resolved exclusively through binding individual arbitration administered by JAMS, under the JAMS Optional Expedited Arbitration Procedures then in effect, except as provided below.

- The arbitration will be held in Santa Clara County, California, USA, unless otherwise mutually agreed.
- If you use the Product for commercial purposes, each party shall pay JAMS' filing, administrative, and arbitrator fees as required by JAMS rules, and the arbitrator's award may include reasonable attorneys' fees and costs.



- If you are an individual using the Product for non-commercial purposes, JAMS may require a filing fee unless you qualify for a fee waiver under JAMS rules; the arbitrator may award attorneys' fees and costs in accordance with applicable law.
- You may bring an action in a small claims court of competent jurisdiction instead of arbitration so long as you first participate in the required informal dispute resolution process.

Nothing in this Section prevents COYERO from seeking injunctive or other equitable relief from a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights, or proprietary rights.

The parties expressly agree that the Federal Arbitration Act (FAA) governs the interpretation and enforcement of this arbitration agreement.

This arbitration agreement survives termination of these Terms.

## 20.3 Class Action and Jury Trial Waiver

WITH RESPECT TO ALL PERSONS AND ENTITIES, regardless of whether they have used the Product for personal, commercial, or other purposes:

- All Claims must be brought in an 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.
- The arbitrator may not consolidate Claims of more than one person and may not preside over any form of representative or class proceeding.
- YOU AND COYERO WAIVE ANY RIGHT TO A JURY TRIAL.

This Section applies to arbitration and litigation claims alike and survives the termination of these Terms.

## 21 General

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### 21.1 Contract Mechanics and Interpretation

These Terms constitute the entire agreement between you and COYERO relating to the Product and supersede any prior or contemporaneous agreements regarding the Product. If any provision





of these Terms is held unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect.

No provision of these Terms is waived unless the waiver is in writing and signed by COYERO. Except as set forth in Section 19 (Modifications to Terms), no amendment to these Terms is effective unless in writing and signed by both parties.

Headings are for convenience only. "Including" means "including, without limitation."

## **21.2 Assignment**

You may not assign or transfer these Terms or any rights or obligations hereunder. Any attempted assignment is void. COYERO may freely assign or transfer these Terms or any rights or obligations hereunder without restriction. These Terms bind the parties and their permitted successors and assigns.

## **21.3 Notices**

COYERO may send notices to you via email or through the Product. Notices are effective upon delivery. You agree that all communications sent electronically satisfy any legal requirement that such communications be in writing.

## **21.4 Publicity**

COYERO may use Customer's name, logo, and trademarks on COYERO's customer lists, investor presentations, and marketing materials, unless the parties agree otherwise in writing.

## **21.5 Export Control**

The Product is subject to U.S. export control laws and may be subject to foreign export or import laws. You agree to comply with all such laws and regulations and represent that you are not

- (i) located in an embargoed country or
- (ii) listed on any U.S. government list of prohibited or restricted parties.

## **21.6 Hardware Import and Export Requirements**

Customer shall, at its own expense, obtain all required import and export licenses and permits for Hardware, pay all duties, and comply with all applicable export regulations, including U.S. and



(where applicable) EU export control rules. Customer warrants compliance with all export and re-export restrictions.

## 21.7 Open-Source Software

The Product may contain or be provided with open-source components subject to their own licenses. Required notices and disclaimers are provided within the Product or accompanying documentation.

## 21.8 Government Users

If the user or licensee is an agency of the U.S. Government, use of the Product is subject to the license restrictions in FAR 12.212 (civilian agencies) and DFARS 227.7202 (military agencies). All other uses are prohibited.

## 21.9 Force Majeure

COYERO will not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including natural disasters, labor disputes, Internet outages, government actions, or acts of third parties.

## 22 Apple-Related Terms

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If you downloaded the Software from Apple's App Store, the following terms apply:

- These Terms are between you and COYERO, not Apple.
- Apple and its subsidiaries are third-party beneficiaries and may enforce these Terms against you.
- As described in Section 14 (Disclaimer of Warranties), COYERO does not provide warranties as to the Software. If the Software fails to conform to any warranty that may not be disclaimed, you may notify Apple and Apple will refund the purchase price (if any) for the Software to you.
- Apple has no obligation to furnish support services for the Software.
- COYERO, not Apple, is solely responsible for addressing any claims relating to the Software, including product liability claims, non-compliance with legal or regulatory requirements, or claims arising under consumer protection laws.
- In the event of a third-party claim that the Software or your use of it infringes intellectual property rights, Apple is not responsible for the investigation or defense of that claim.