

TERMS OF SERVICE

Effective December 6, 2021 - October 18, 2022

Thank you for using LocknCharge/PC Locs Services. By accessing and/or using any LocknCharge/PC Locs (“Company”) website, application, software, Software Development Kit, Application Programming Interface, Code/API Cloud Platform, and any other software or firmware applications offered by Company or associated documentation (collectively, “Service(s)” or “Purchased Service”), or related products and services and associated software and hardware, you (“Customer”) are agreeing to the Terms of Service (“Terms”) herein. If there is a conflict between these Terms and any additional terms provided in order to access a given Service, the additional terms specific to that Service will govern that service and be considered overriding these Terms. If there is a conflict between these Terms and any agreement for Purchased Services, contract, or other agreement between a Customer and Company, the Terms herein shall control. No provision of any purchase order or other business form or instrument employed by you will supersede or supplement the terms and conditions of these Terms, and any such document relating to these Terms will be for administrative purposes only and will have no legal effect. Customer agrees to comply with these Terms and stipulates that these Terms control Customer’s relationship with Company.

Under the Terms, “Company” (collectively “we”, “our” or “us”), means LocknCharge Technologies, LLC, PC Locs Pty Ltd, Lock and Charge Europe Limited, Lock and Charge Japan GK, IWS Global Pty Ltd, and any other affiliated entities unless set forth otherwise in additional terms applicable for given Service. Company and Customer may be referred to herein collectively as the “Parties” or individually as a “Party.”

Company may change the Terms or any portion at any time and we will post notice of changes to the Terms within the documentation of the Service and/or to our website. Changes will become effective immediately. Customer shall discontinue use of the Service(s) if Customer does not agree to the modified Terms. Continued use of the Service constitutes the Customer’s acceptance of the modified Terms.

Section 1: Account and Registration

1.1 Acceptance

In consideration of use of the Service and acceptance of the Terms, Customer represents and warrants that: (a) Customer is of a legal age to form a binding contract, and (b) Customer is not a person barred from using or receiving the Service under the applicable laws of the country of residency or from which the Service is being used or any other country where the Service is intended to be used.

1.2 Authority

If Customer is an entity, Customer represents and warrants that Customer has authority to bind that entity to the Terms, and by accepting the Terms, Customer and its representative are doing so on behalf of that entity (and all references to “Customer” in the Terms refer to that entity, as well). An entity may allow access to the Services under such Customer’s entity profile or registration by individuals, including employees, permitting such individuals to interact with the Services (such individuals being the “End User”). Customer represents and warrants that Customer controls all access to the Services under Customer’s information or profile, that all individuals accessing the Services under Customer’s information or profile are authorized End Users, and that End Users have the authority to represent and bind the entity unless specifically contracted for in a separate purchase agreement with Company.

1.3 Registration

In order to access certain Services, Customer may be required to provide identification information and/or contact details as part of the registration process, or as part of continued use of the Service(s). Information provided by Customer is represented to be accurate and up to date, and it represents and warrants that Customer will promptly notify Company of any updates to such information.

1.4 Subsidiaries and Affiliates

Company has affiliated legal entities around the world, including PC Locs Pty Ltd., Lock and Charge Europe Limited, Lock and Charge Japan GK, IWS Global Pty Ltd. These companies may provide the Service to Customers on Company’s behalf and these Terms also govern relationship by and between a Customer and these companies.

Section 2: Using Services

2.1 Provision of Purchased Services

Company will use all commercially reasonable efforts to ensure that the Purchased Services are available twenty-four (24) hours a day, seven (7) days a week, except for: (i) planned downtime (of which we shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Company’s reasonable control, including, but not limited to acts of God, acts of government, embargoes, wars, national emergencies, flood, fire, earthquake, civil unrest, acts of terror, strike or other labor problem (other than one involving our employees), internet service provider failure or delay, or denial of service or other cyberattack.

2.2 End Users

End Users must agree to comply with (and a Customer must not knowingly enable them to violate) any applicable law, regulation, and these Terms.

2.3 Compliance

Customers represent and certify that they will comply with all applicable law, regulation, and third-party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). Customers will not use the Service to encourage or promote illegal activity or violation of third-party rights. Customers will not violate any other Terms with Company or affiliates. Customers are responsible for all uses of the Service(s).

2.4 Provision of Access

Company hereby grants Customer a non-exclusive, non-transferable right to access and use the Services during the Period of Service (“Period”), for use by Authorized Users in accordance with the Terms contained herein.

Customer agrees to only access (or attempt to access) the Service by the means described in the documentation provided for that Service. If Company assigns a Customer or an End User developer credentials, these credentials must be used with the applicable Service. Customers agree not to misrepresent or mask Customer’s or End User’s identity when using the Service.

In addition to the Services offered by Company, Company may also make available materials, information, services or access to services provided by third parties (collectively, the “Third Party Content”). The Third-Party Content may be governed by separate terms or license agreements that accompany such services. Company offers no guarantees and assumes no responsibility or liability of any type with respect to any Third-Party Content, including any liability resulting from incompatibility between the Third-Party Content and the Services. You agree that you will not hold Company responsible or liable with respect to the Third-Party Content or seek to do so.

2.5 Documentation License

Company hereby grants to Customer a non-exclusive, non-transferable license to use the documentation during the Period solely for Customer’s internal business purposes in connection with its use of the Services. Services are made available on a limited access basis, and no ownership right is conveyed to you, irrespective of the use of terms such as “purchase“ or ”sale”. We and our licensors have and retain all right, title and interest, including all intellectual property rights, in and to our technology. From time to time, you may choose to submit feedback to us. We may in connection with any of our products or services freely use, copy, disclose, license, distribute and exploit any feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No feedback will be considered your confidential information.

2.6 Limitations

We may discretionally set and enforce limits on Customer and End Users use of the Services. Customer agrees to, and will not attempt to circumvent, such limitations as documented with the Service, including that Customer shall not knowingly: (i) rent, lease, lend, sublicense, distribute, publish, transfer, or otherwise make commercially available Customer’s access to the Services to any third party; (ii) reverse engineer, disassemble, decompile, decode, otherwise attempt to

derive or gain access to any software component of the Services not otherwise made available by Company, in whole or in part; or (iii) remove any proprietary notices of Company from the Services. If a Customer or End User would like to use any Service beyond these limits, such Customer must obtain express consent which will be granted at Company's discretion, and which may involve additional Terms and/or fees. Unless otherwise specified in writing by Company, we do not intend use of the Service to create obligations under the Health Insurance Portability and Accountability Act ("HIPAA"), and we make no representations that the Service satisfies HIPAA. If a Customer become a Covered Entity or Business Associate as defined in HIPAA, such Customer will not use the Service for any purpose or in any manner for Protected Health Information.

2.7 Open Source Software

Some of the software required by or included in Company's Service(s) may be offered under an open source license. Open source software licenses constitute separate written agreements. For certain Services, open source software is listed in the documentation. To the limited extent the open source software license expressly supersedes the Terms, the open source license instead sets forth the agreement with Company for the applicable open source software.

2.8 Improving Cloud Products

Company is always striving to improve the Cloud Products. In order to do so, we use analytics techniques to better understand how Cloud Products are being used. For more information on how we manage the data collected please refer to our Privacy Policy <https://www.lockncharge.com/privacy-policy/>; <https://www.pclocs.com.au/privacy-policy/>. You understand and acknowledge that your use of our Services is not contingent on any future or possible future functionality or features, or dependent on any oral or written public comments we make regarding future or possible future functionality or features. You understand that any pre-release and beta Cloud Products, and any pre-release and beta features within generally available Cloud Products, that we make available (collectively, "Beta Versions") are still under development, may be inoperable or incomplete and are likely to contain more errors and bugs than generally available Cloud Products. We make no promises that any Beta Versions will ever be made generally available.

2.9 Using Data to provide Cloud Products

Company agrees and recognizes that a Customer retains all right, title, and interest in and to Data submitted in the form required to access Cloud Products. Subject to these Terms, and solely to the extent necessary to provide Cloud Products, Customer grants Company a worldwide, limited term license to access, use, process, copy, distribute, perform, export, and display the submitted Data. Solely to the extent that reformatting any Data for display in the Cloud Product constitutes a modification or derivative work, the foregoing license also includes the right to make modifications and derivative works. Company may also access Customer accounts, End User accounts, and Customer Cloud Products with End User permission in order to respond to Customer or End User support needs. Customer agrees to obtain and maintain any required consents necessary to permit the processing of Data in connection with the Cloud Products. To

the extent any Data includes Personal Data, Customer authorizes Company to Process Data solely for the following purposes: (i) to provide Services as further described in the Privacy Policy <https://www.lockncharge.com/privacy-policy/>; <https://www.pclocs.com.au/privacy-policy/>; (ii) to enable actions by authorized End Users with respect to the Services; or (iii) as further documented by a mutually agreed upon written instruction given by Customer and accepted by Company. The Parties agree to comply with the applicable Data Protection Legislation for “onward transfer” or “sale” of Personal Data, as defined in the applicable legislation.

2.10 Communications

Company may send Customer or End User certain communications in connection with use of the Services.

2.11 Feedback

If a Customer or End User provides feedback or suggestions about the Service, then Company, and those Company permits (including third-party service providers), may use such information without obligation to Customer or End User.

2.12 Non-Exclusivity

Use of the Service and the Terms is non-exclusive. Customers acknowledge that Company may develop products or services that may compete with the Service.

Section 3: Customers

3.1 Monitoring

The Services are designed to help Customers interact with and enjoy the use of Company products and services. Customer agrees that Company may monitor use of the Service to ensure quality, improvement of Company products and services, and verify compliance with the Terms. Company may suspend access to the Service by Customers or End Users without notice if Company reasonably believes that a violation of the Terms has occurred.

3.2 Ownership

Company retains ownership of any baseline, reference or example software, or source code Company provides to Customer in assisting Customers in using the Service. By using the Service, Customer does not acquire ownership or right in the Service or the content that is accessed through the Service. Company does not acquire any ownership or right in a Customer's original authorship as embodied in the software or source code that comprises a Customer's work product.

3.3 Security

Both Parties will use commercially reasonable efforts to protect user Data collected, including Personal Data, from unauthorized access or use and will promptly report to users and the other Party any unauthorized access or use of such information to the extent required by applicable law. Customer is solely responsible for the security of user information collected by Customer using the Service.

3.4 User Privacy

Customer agrees to comply with all applicable privacy laws and regulations, including those applying to Personal Data of End Users, as well as LocknCharge's Privacy Policy <https://www.lockncharge.com/privacy-policy/>; <https://www.pclocs.com.au/privacy-policy/> Customer will provide and adhere to a privacy policy that clearly and accurately describes to End Users what user information a Customer collects and how Customer uses and shares such information.

Section 4: Limitations and Confidentiality

4.1 Limitations

When using the Service, Customer may not (or allow End Users acting on a Customer's behalf to):

Sublicense the Service for use by a third party without Company's prior written consent. Customer agrees it will not:

- Create Service(s) that function substantially the same as a Service and offer it for use by third parties.
- Perform an action with the intent of introducing any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
- Defame, abuse, harass, stalk, or threaten others.
- Interfere with or disrupt the Service or the servers or networks providing the Service.

- Promote or facilitate unlawful online gambling, criminal enterprises, or disruptive or illegal commercial messages or advertisements.
- Reverse engineer or attempt to extract the source code from Service or any related software, except to the extent that this restriction is expressly prohibited by applicable law.
- Use the Service for any activities where the use or failure of the Service could lead to death, personal injury, property damage, or environmental damage.
- Use the Service to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.
- Remove, obscure, or alter any of these Terms or any links to or notices of those Terms.

4.2 Confidentiality

Company's communications to Customer may contain Company's confidential information. Company's confidential information includes any Service, communications, product designs, technical information, security processes, security audit reviews, business and marketing plans, and business processes, and information marked confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of the disclosure. If Customer or End User receives any such information, Customer agrees not to disclose such information to any third-party without Company's prior written consent. Company's confidential information does not include information that Customer independently develops, that was rightfully given to the Customer by a third party without confidentiality obligation, or that becomes public through no fault of Customer. Company's confidential information may be disclosed by Customer when Customer is compelled to do so by law if Company is provided reasonable prior notice, unless a court orders that Company not receive notice.

4.3 Third Party Links and Content

Any links to other websites not owned or operated by Company are provided solely as a convenience for you. Company's provision of any Third Party Content does not create a partnership or affiliation with the third party. Company's listing of any Third Party Content does not constitute sponsorship or endorsement of any such third parties or service providers. You shall make a competent consumer decision before employing the services of any listed third party professional or service provider. You bear all risk associated with the employing of any third party and obtaining their goods or services.

Section 5: Branding and Attribution

5.1 Branding

“Branding” is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, the Terms do not grant either party any right, title, or interest in or to the other party’s Branding. All use by Customers of Company Branding (including any goodwill associated therewith) will inure to the benefit of Company.

5.2 Attribution

Customer agrees to display any attribution(s) required by Company as described in the documentation for the Service. Company hereby grants to Customer a non-transferable, non-sub-licensable, non-exclusive license while the Terms are in effect to display Company Branding for the purpose of promoting or advertising that Customer uses the Service. Customer must only use Company Branding in accordance with these Terms and for the purpose of fulfilling Customer’s obligations under this Section. In using Company Branding, Customer must follow Company Branding Use Guidelines, as provided to the Customer upon request. Customer understands and agrees that Company has the sole discretion to determine whether Customer attribution(s) and use of Company Branding is in accordance with the above requirements and guidelines and Customer will cease attribution and use of Company Branding immediately if Company requests Customer cease use, for any reason.

5.3 Publicity

Customer will not make any statement regarding Customer’s use of Service which suggests partnership with, sponsorship by, or endorsement by Company without prior written approval.

5.4 Promotional and Marketing Use

In the course of promoting, marketing, or demonstrating the Service Customer is using and associated products, Company may produce and distribute incidental depictions and testimonials, including screenshots, video, or other content from Customer users, and may use Customer’s company or product name with written permission from Customer.

Section 6: Termination

6.1 Termination

Customer may stop using Company Services at any time with or without notice, and payment for Services received by Company from Customer will be non-refundable. Further, if Customer wants to terminate the Terms, Customer must provide Company with prior written notice and upon termination cease use of the applicable Service. Company reserves the right to terminate the Terms with Customer or discontinue the Service or any portion or feature or Customer’s access thereto for any reason and at any time without liability or other obligation to Customer.

6.2 Obligations

Upon any termination of the Terms or discontinuation of Customer's access to the Service, Customer agrees to immediately stop using the Service and cease all use of Company Branding.

6.3 Surviving Provisions

When the Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Sections 4.2, 6, 7 and 8.

Section 7: Liability and Indemnity

7.1 WARRANTIES

COMPANY DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. COMPANY IS NOT RESPONSIBLE FOR DAMAGE OR LOSS ARISING FROM ANY FAILURE OF SERVICE.

Company represents and warrants to Customers that Company has all right, title, and interest in and to the Service. We further warrant that Company has no actual notice of any claim or action, past or present, by any third party, that the Service infringes any patent or copyright, misappropriates a trade secret of any third party, or violates any other intellectual or other proprietary right of any third party.

Company warrants and represents that, for twelve (12) months from Customer's purchase or first use of the Service, the Service will accurately, timely, consistently, and completely provide the functions, features, and capabilities set forth in the Service specifications, subject to Section 2.1.

Company shall correct or cause to be corrected for no additional charge to Customer, all deviations from said specifications discovered in the Service, or provide Customer with a refund at Company's sole option.

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, NEITHER COMPANY NOR OUR SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICE. COMPANY PROVIDES THE SERVICE "AS IS".

You understand and acknowledge that (i) Company does not control, endorse, or accept responsibility for any content, products, or services offered by third parties through Company's Services, including, without limitation, third party vendors and third parties accessible through links on the Company website or the Services; (ii) Company makes no representation or warranties whatsoever about any such third parties, their content, products, or services; (iii) any dealings you may have with such third parties are at your own risk; and (iv) Company shall not be liable or responsible for any content, products, or services offered by third parties.

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE TERMS, TO THE EXTENT PERMITTED BY LAW, COMPANY EXCLUDES ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

7.2 LIMITATION OF LIABILITY

WHEN PERMITTED BY LAW, COMPANY, AND OUR SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, GOODS OR DATA, FINANCIAL LOSSES, OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, COMPANY'S TOTAL LIABILITY, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT CUSTOMER PAID COMPANY TO USE THE APPLICABLE SERVICE (OR, IF WE CHOOSE, TO SUPPLYING CUSTOMER THE SERVICE AGAIN) DURING THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

IN ALL CASES, COMPANY, AND OUR SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

7.3 Indemnification

Unless prohibited by applicable law, Customer will defend and indemnify Company, and our affiliates, directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

- A Customer's misuse or End User's misuse of the Service;
- A Customer's violation or End User's violation of the Terms; or
- any content or data routed into or used with the Service by Customer, those acting on a Customer's behalf, or End Users.

Section 8: Jurisdiction

8.1 U.S. Federal Agency Entities

The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable U.S. Federal Acquisition Regulation and agency supplements thereto.

8.2 General Legal Terms

The Parties each agree to contract in the English language. If Company provides a translation of the Terms, Company does so for Customer convenience only and the English Terms will solely govern the Parties' relationship. The Terms do not create any third-party beneficiary rights or any agency, partnership, or joint venture. Nothing in the Terms will limit either party's ability to seek injunctive relief. Company is not liable for failure or delay in performance to the extent caused by circumstances beyond Company's reasonable control. If Customer does not comply with the Terms, and Company does not take action right away, this does not mean that Company gives up or forfeits any rights that Company may have (such as taking action in the future). If a particular provision in these Terms is not enforceable, this will not affect the enforceability of any other terms. The Terms are the entire agreement between Customer and Company relating to its subject and supersede any prior or contemporaneous agreements on that subject. For information about how to contact Company, please visit our contact page <https://www.lockncharge.com/contact-us/>; <https://www.pclocs.com.au/contact-us/>

Except as set forth below, for Customers accessing these Terms from <https://www.lockncharge.com> and Customers contracting with LocknCharge Technologies, LLC, Lock and Charge Europe Limited, Lock and Charge Japan GK, or IWS Global Pty Ltd acknowledge and agree that: (i) the laws of Wisconsin, U.S.A., will apply to any disputes arising out of or related to the Terms or the Service and (ii) **ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE SERVICE WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF DANE COUNTY, WISCONSIN, USA, AND THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.**

Customers accessing these Terms from <https://pclocs.com.au> and Customers contracting with PC Locs Pty Ltd. acknowledge and agree that (i) the laws of the State of Western Australia will apply to any disputes arising out of or related to the Terms or the Service and (ii) **ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE SERVICE WILL BE LITIGATED EXCLUSIVELY IN THE COURTS OF WESTERN AUSTRALIA, AND THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.**

If Customer is accepting the Terms on behalf of a United States federal government entity, then the following applies instead of the paragraph above: the laws of the United States of America, excluding its conflict of laws rules, will apply to any disputes arising out of or related to the Terms or the Service. Solely to the extent permitted by United States Federal law: (i) the laws of the State of Wisconsin will apply in the absence of applicable federal law; and (ii) **FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE SERVICE, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN DANE COUNTY, WISCONSIN.**

If Customer is accepting the Terms on behalf of a United States city, county, or state government entity, then the following applies instead of the paragraph above: the parties agree to remain silent regarding governing law and venue.

Section 9: Definitions

“Affiliate/Affiliated” means an entity that, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership with a party. As used herein, “control” means power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of an entity.

“Authorized User” means Customer’s employees, consultants, contractors, and agents who are authorized by Customer to access and use the Service(s) under the rights granted pursuant to these Terms.

“Data” means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services. Such Data shall include information: (i) provided by Customer to Company; or (ii) obtained, used, accessed, processed, possessed or acquired by Company on behalf of Customer or otherwise in connection with the provision for the Service(s) to or for Customer, in whatever form, including all copies, fragments, derivatives, excerpts, whether or not such Data was intermingled with Company’s own information or materials.

“Data Protection Legislation” means the laws and regulations for the European Union, The European Economic Area and/or their member states, Switzerland and/or United Kingdom applicable Processing of Personal Data under these Terms, including the General Data Protection Regulation 2016/679, and the California Consumer Privacy Act of 2018 (“CCPA”).

“Period” means the period of time of the Purchased Service by Customer for the Service and that Customer remains current with payment for such Purchased Service.

“Personal Data” means any information that can be used to identify, locate, or contact an individual, including but not limited to: (i) first and last name; (ii) home or other physical address; (iii) telephone number; (iv) email address or online identifier associated with an individual; (v) social security number, passport number, driver’s license number or similar identifier; (vi) credit or debit card number; (vii) employment, financial or health information; or (viii) any other information relating to an individual, including cookie information and usage and traffic data or profiles, that is combined with any of the foregoing.

“Process” means any operation or set of operations performed upon Personal Data, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, manipulation, combination and deletion of Personal Data.