

## Connected Product Services User Terms

Last Updated: November 15, 2021

This software application (the “**Application**”) and these connected product services (the “**Services**”) are provided by BrightDrop Solutions LLC and its affiliates (“**BrightDrop**” or “**we**” or “**us**”) via a compatible electronic device that you own or control, such as your Apple or Android mobile device, or such other compatible computing system that you use to access the Services (each, your “**Device**”). The Services may permit you to do the following with one or more BrightDrop connected services-capable products that are owned or controlled by you or the company you represent and that have been registered with us (the “**Product**” or “**Products**”):

- view certain diagnostic, usage, and location information about the Products,
- issue commands to the Products, such as door lock/unlock, and
- use other features and receive other services that we make available to you from time to time.

When you accept these terms through the mechanisms we make available to you during the account creation or access process, or when you access or use the Application or Services on your Device, you agree that you have read, understand and agree to be bound by the following terms (these “**Terms**”):

- You must obey all laws (including traffic rules, and traffic regulations governing the operation of the Products and use of your Device) relevant to your use of the Application and the Services. You will not access or use the Products, the Application, the Services, or your Device in a manner that violates any law, rule, or regulation. Without limiting the foregoing, it is your sole responsibility to exercise discretion and observe all safety measures required by law (including traffic rules, and traffic regulations where applicable) while accessing and/or using the Products, the Application, the Services, and your Device. Access to and use of the Products, the Application and the Services are at your sole risk and your sole responsibility, and the Products, the Application, the Services, and your Device should be accessed and used only when you can safely operate them.
- You will not use the Application or the Services to harass or harm any person, or for any improper, unlawful, or unauthorized purpose.
- You will ensure that others who use the Application or the Services through your Device will comply with these Terms at all times while using the Application or the Services;
- It is your responsibility to ensure that all users of the Products know that anyone with access to the Application and the Services through your Device may be able to access information about your account and the Products, including the location of the Products.
- Additional terms for the individual or company that owns or controls the Products:
  - You will not use, or register to use, the Services with any product other than the Products. If you sell or transfer one or more of the Products, you must notify us by emailing us at [support@gobrightdrop.com](mailto:support@gobrightdrop.com) and you must stop using the Services for such Products;

- It is your responsibility to ensure that all users of the Services in connection with the Products understand and agree that these Terms and the Connected Product Services Privacy Statement govern their use of the Services;
- You may cancel the Services at any time by emailing us at [support@gobrightdrop.com](mailto:support@gobrightdrop.com). You cannot cancel the Services simply by uninstalling the Application from your Device; and
- If you receive the Services on a free-trial basis, the Services will stop automatically without further notice at the end of the trial period, unless you elect to continue the Services and agree to pay the associated fees. If you elect to continue the Services and agree to pay the associated fees (“Fees”), we will automatically charge those fees to the payment method associated with your account according to the terms of your authorization. You agree that we may resubmit for payment any past due Fees without further notice to you, if any automatic charge to your designated credit / debit card or other payment associated with your account is declined due to insufficient funds or is otherwise unsuccessful.
- Additional terms for users of the Products:
  - The company that makes the Products available for your use (the “Company”) is using the Services in connection with the Products;
  - The Services are turned on all the time, even when you are not using the Products, and Company may be monitoring the Products at all such times;
  - The Services may send information about the Products to Company on a regular and continuous basis, including information about the location of the Products;
  - You do not have an expectation of privacy as to the Product information sent to Company through the Services;
  - Company can use the Services to send commands to lock and unlock the Products; and
  - BrightDrop is not responsible for Company’s use of the Services, any information Company accesses or collects through the Services, or any commands Company sends or fails to send to the Products or otherwise through the Services.
- We are not responsible for the acts of third parties who may access the Application or the Services and information through your Device. You should use all security features of your Device, including any password, locking, or encryption features, to protect against unauthorized access and use of the Application and the Services and your information.
- Your use of the Application and the Services may involve services made available to you by third parties, such as the wireless services provided for your Device by your wireless carrier, and map and data services. Use of services made available by third parties may involve you sharing your location or other data. You can disable sharing of your Device location in your Device settings. We cannot guarantee the performance, reliability or security of any of these third party services

and we are not responsible for any losses or damages caused by these third party services, such as any loss of personal information through third party network services.

- We may access, modify, or update the software used with the Application or the Services. In certain circumstances (for example where an update is required to address a safety or security issue with the software used with the Services) we may access, modify, or update such software without obtaining additional notice or consent from you, except where required by applicable law.
- You acknowledge that we may from time-to-time issue updated or upgraded versions of the Application and may (subject to your Device settings) automatically electronically update or upgrade the version of the Application that you are then currently using on your Device. You consent to receive updates or upgrades to the Application automatically without providing further consent each time. The Application (including any updates or upgrades) may: (i) cause your Device to automatically communicate with our servers to deliver the functionality described in the Application description or through new features as they are introduced, and to record usage metrics; (ii) affect preferences or data stored on your Device; and (iii) collect personal information as set out in our Connected Product Services Privacy Statement. We are not responsible if an update or upgrade affects how the Application works if this is caused by your own equipment or Device not supporting the update or upgrade.
- We grant you a non-commercial, personal, non-exclusive, non-transferable, limited, terminable license to use the Application and the Services solely with your Device, subject to your compliance with these Terms. The Application is licensed, not sold, to you. We retain all right, title, and interest in and to the Application, the Services and all related data and information, including all related intellectual property and proprietary rights and interests.
- We do not promise that the Services or the Application will be available or error free. They are provided on an “as is” and “as available” basis. We may modify, suspend, update, or discontinue the Services and the Application, and remove access to the Application at any time without further notice.
- Personal information processed by us in connection with the Application or the Services will be handled by us in accordance with the Connected Product Services Privacy Statement.
- If you use alerts that may be offered as part of the Services, these alerts may be sent by text message or email. For alerts sent to you, your provider of wireless, email or text service will charge you in accordance with your plan with the provider or under the provider's standard data and messaging rates. You can unsubscribe at any time using the mechanisms we make available to you.
- We reserve the right to terminate your participation in or access to the Application and the Services if, in our sole judgment, you have violated these Terms. We may also terminate your participation at any time upon thirty (30) days prior written notice to you. Upon any such termination, you must immediately stop using the Application and the Services and your license to the software used with the Application and the Services is automatically and immediately

terminated. All provisions of these Terms which by their nature survive termination or expiration, shall survive any such termination or expiration.

- By accepting these Terms or using the Application or the Services, you confirm that you have reached the age of majority in your jurisdiction of residence and have full legal capacity to enter into binding contracts, or are at least 13 years of age and possess legal parental or guardian consent and are fully able and competent to enter into and abide by these Terms. If you do not satisfy these eligibility requirements, then you should decline these Terms using the mechanism we make available to you. You are not permitted to use the Application or any of the Services until such time as you satisfy these eligibility requirements and agree to all of these Terms.
- We may modify the Terms at any time by giving you notice or by posting an updated copy of these Terms through the Device or Application. Please review the Terms posted within the Application for any updates. Your continued use of the Services after these updates, if any, are posted represents your agreement to be bound by the Terms as updated.
- The Application and the Services do not target, through advertising, appearance, links to other sites or otherwise, children under the age of 13. If you are under the age of 13 or are a parent or guardian of a child under the age of 13, please be aware that we do not permit registration by, and do not knowingly collect any information from, children under the age of 13. If you are a parent or guardian of a child under the age of 13, you must not allow them to use, or consent to their registration to use, the Application or any of the Services.
- You may be required to create an account to use the Application or some of the Services. If you create an account, you must:
  - provide accurate and complete information, and update that information so it remains accurate and complete;
  - be solely responsible for your account activity (including the activity of any other person who you allow to use your account);
  - keep your account and password secure and not disclose them to anyone; and
  - notify us immediately of any breach of security or unauthorized use of your account.
- The Application or the Services may not work if:
  - equipment on the Products or software on your Device is not properly installed;
  - you have not maintained the equipment on your Device or Products in good working order;
  - you do not comply with all applicable laws;
  - you try to add, connect or modify any equipment or software in your Device or Products;
  - your Device is not compatible with the Application or the Services or the wireless service and technology provided by our third party network providers (this wireless service and technology is subject to change); or

- other problems arise that we cannot control that interfere with the delivery or quality of the Application or the Services, such as hills, tall buildings, tunnels, weather, damage to important parts of the Products in an accident or wireless phone network congestion or jamming.
- We are not obligated to provide any maintenance or support for the Application or the Services, technical or otherwise. If we provide any maintenance or support for the Application or the Services, we may stop any such maintenance, support, and/or services at any time.
- You agree that:
  - if you are accepting these Terms on behalf of the individual or company that owns or controls the Products, you are authorized to accept these Terms on behalf of such individual or company, otherwise you have the right and authority to enter into these Terms on your own behalf;
  - you will only use your account and the Application and the Services with your Device or as otherwise authorized by us;
  - you will not attempt to breach any security measures of the Application or the Services;
  - you will not copy, reproduce, distribute, decompile, reverse engineer, disassemble, remove, alter, circumvent, or otherwise tamper with any security technology, convert to any use not authorized by us or claim ownership in the Application or the Services or our or any other party's information or materials associated with the Application or the Services; and
  - you will comply worldwide with all local, state, provincial, territorial, federal, and national laws, statutes, ordinances, by-laws, and regulations that apply to your use of the Application or the Services.
- Subject to local law, in consideration of BrightDrop's provision of the Application and the Services to you and the rights granted to you, to the maximum extent allowable by law and unless prohibited by law, you agree to indemnify BrightDrop, its licensors, representatives and contractors, as well as their respective employees, officers, directors, and agents (collectively "**BrightDrop Persons**") and hold BrightDrop Persons harmless from and against any and all losses, damages, injuries (including death), causes of action, applications, claims, penalties, interest, additional taxes, demands, and expenses, including reasonable legal fees and expenses, of any kind or nature arising out of or on account of, or resulting from, any third party claim or demand made to or against any BrightDrop Person(s): (i) arising out of your access to or use of the Application or the Services; (ii) arising out of your failure to comply with these Terms; (iii) relating to the inaccuracy or untruthfulness of any representation or warranty that you made in the Application or under these Terms; (iv) arising out of any activities of anyone other than you in connection with the Application or the Services conducted through your account; (v) arising out of access to and/or use of, or inability to access or use, the Application or any of the Services through your Device; or (vi) arising out of any of your other activities under or in connection with these Terms or the Application or the Services.

- You are not granted the right to and you shall not engage in any of the following activities:
  - transmit any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs, spiders, web-bots, screen-scrapers, or web crawlers or other items of a destructive or disruptive nature;
  - exploit the Application or the Services in any unauthorized way, including by trespass or burdening server or network capacity or infrastructure;
  - modify, adapt, adopt, sublicense, translate, sell, reverse engineer, decompile, or disassemble any portion of the Application or the Services or remove, alter, circumvent, or otherwise tamper with any security technology;
  - “frame,” “mirror,” or resell any part of the Application or the Services without our prior written authorization; or
  - harvest or otherwise collect or store information (including personal information) about users, including email addresses, without the express consent of such users.
- Any attempt by any user or any other individual or entity to deliberately damage the Application or the Services or undermine the legitimate operation of the Application or the Services is a violation of these Terms. BrightDrop reserves the right to investigate any suspicious activity and to take all such actions against and obtain such remedies from any such person to the fullest extent permitted by law. Subject to applicable law, BrightDrop reserves the right to disclose any information about you, including your account and access to and use of your account, to law enforcement as necessary to enforce these Terms, to comply with any court order, or as permitted in the Connected Products Services Privacy Statement.
- The Application and the Services are protected by United States and international copyright laws and may be subject to other intellectual property protections, including patent and trademark rights. You may not copy, distribute, modify, perform, broadcast, display, transmit, reuse, re-post, use (except as expressly set out herein) or claim any right in any aspect of the Application or the Services, including the content, text, images, audio, and video without BrightDrop’s express, prior written permission.
- If you or another party (in each case, the “**Complaining Party**”) believe any content or any other aspect of the Application or the Services infringe the Complaining Party’s copyright, the Complaining Party should send written notice of copyright infringement to our designated copyright agent at the address given below. This notice must meet the requirements of the Digital Millennium Copyright Act (as required under 17 U.S.C. §512) by providing the following information:
  - A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
  - Identification of the copyrighted work claimed to have been infringed.
  - Identification of the material on the Application or the Services that is claimed to be infringing, with information reasonably sufficient to allow us to locate the material.

- Information reasonably sufficient to permit us to contact the Complaining Party, such as an address, telephone number and, if available, an electronic mail address at which the Complaining Party may be contacted.
- A statement that the Complaining Party has a good faith belief that use of the material in the matter complained of is not authorized by the copyright owner, its agent or the law.
- A statement that the information in the notification is accurate, and that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such written notification should be sent to:

Copyright Agent,  
General Motors Holdings LLC  
400 Renaissance Center  
Detroit, MI 48265  
MC : 482-D24-B48  
Phone: 1-313-667-3544  
E-mail: [Copyright@gm.com](mailto:Copyright@gm.com)

The Digital Millennium Copyright Act notice may not be valid if the notice fails to comply with all of the requirements of this Section. For clarity, only Digital Millennium Copyright Act notices should go to the above Copyright Agent. Any other feedback, comments, requests for technical support, and other communications should be directed to BrightDrop via the contact information provided in the “Questions” section at the end of these Terms.

- Any trademarks, logos, and service marks (collectively “**Trademarks**”) displayed in connection with the Application or the Services are the registered and/or unregistered trademarks of BrightDrop or other third parties. Nothing contained in the Application or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use or display any Trademark or any variation thereof without the written permission of BrightDrop or the other owner thereof. Your use of BrightDrop’s (or its affiliate’s) Trademarks is strictly prohibited.
- You will comply worldwide with all laws and regulations applicable to the Application and the Services. You may not use, export, re-export, import, sell or transfer any aspect of the Application or the Services except as authorized by United States law and any other applicable laws and regulations. In particular, but without limitation, no aspect of the Services may be exported or re-exported: (i) into any United States embargoed countries; or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Department of Commerce Denied Persons List or Entity List. By using the Application or the Services, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Application or the Services for any purposes prohibited by United States law, including the development, design, manufacture or production of missiles, or nuclear, chemical, or biological weapons.

- Consistent with these Terms, you may need to provide us information to deliver the Application or the Services. We also want your feedback regarding the Application and the Services. Any information and materials that you submit in connection with these Terms (“**Feedback**”) is, unless otherwise provided in the Connected Product Services Privacy Statement, not considered confidential by BrightDrop, and BrightDrop has no obligation to keep the information or materials confidential or to return or destroy any Feedback. Your Feedback is submitted voluntarily and without restriction, and BrightDrop is free to use, reproduce, modify, distribute, display, perform, broadcast, sublicense and disclose any Feedback in any manner, in any form or medium, whether now known or hereafter developed, without any obligation, express or implied, to you, without any notification, payment or attribution to you. BrightDrop has the right but not the obligation to monitor any Feedback that you submit.
- BRIGHTDROP MAKES NO REPRESENTATIONS, CONDITIONS OR WARRANTIES IN RESPECT OF THE APPLICATION AND THE SERVICES. THE APPLICATION AND THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” INCLUDING WITH ALL FAULTS AND ERRORS AS MAY OCCUR THEREIN.
- TO THE EXTENT PERMITTED BY APPLICABLE LAW, BRIGHTDROP DOES NOT WARRANT THE OPERATION, PERFORMANCE, OR AVAILABILITY OF THE APPLICATION OR THE SERVICES, OR ANY OF THEIR PERFORMANCE OR PROCEDURES IN CONNECTION WITH THE APPLICATION, THE SERVICES, OR THESE TERMS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BRIGHTDROP DOES NOT WARRANT THAT THE APPLICATION AND THE SERVICES WILL CONTINUE IN EXISTENCE FOR ANY PERIOD OF TIME AND DOES NOT WARRANT THAT FUTURE OPERATION OF THE APPLICATION OR THE SERVICES WILL BE COMPATIBLE WITH CURRENT OPERATION OR APPLICATIONS.
- TO THE EXTENT PERMITTED BY APPLICABLE LAW, BRIGHTDROP DOES NOT WARRANT OR MAKE ANY CONDITIONS OR REPRESENTATIONS REGARDING THE SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF ANY DATA OR MATERIAL OF ANY KIND CONTAINED WITHIN THE APPLICATION OR THE SERVICES FOR ANY PURPOSE. BRIGHTDROP MAKES NO REPRESENTATIONS THAT THE APPLICATION OR THE SERVICES WILL BE FREE FROM LOSS, INTERRUPTION, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING OR OTHER SECURITY INTRUSION, AND BRIGHTDROP DISCLAIMS ANY LIABILITY RELATING THERETO. BRIGHTDROP DOES NOT PROVIDE ANY WARRANTY OR MAKE ANY CONDITIONS AS TO THE AVAILABILITY OF THE APPLICATION OR THE SERVICES OR THAT THE APPLICATION OR THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.
- TO THE EXTENT PERMITTED BY APPLICABLE LAW, BRIGHTDROP IS NOT RESPONSIBLE FOR ANY FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, INTERRUPTIONS OR FAILURES IN THE TRANSMISSION OF DATA, ANY COMPUTER VIRUS, ACTS OR OMISSIONS OF THIRD PARTIES THAT DAMAGE THE NETWORK OR IMPAIR WIRELESS SERVICE, OR OTHER TECHNICAL DEFECT, WHETHER HUMAN OR TECHNICAL IN NATURE.
- BRIGHTDROP DOES NOT WARRANT THAT THE APPLICATION OR THE SERVICES WILL OPERATE PROPERLY ON YOUR DEVICE, AND YOU AND ONLY YOU WILL BE RESPONSIBLE FOR ALL REPAIRS

TO YOUR DEVICE AND ANY OTHER LOSSES ACTUALLY OR ALLEGEDLY CAUSED BY THE APPLICATION OR THE SERVICES.

- SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO THE EXTENT SUCH JURISDICTIONS' LAW IS APPLICABLE TO THESE TERMS, IN WHICH CASE BRIGHTDROP'S WARRANTIES SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.
- TO THE EXTENT PERMITTED BY LAW AND UNLESS PROHIBITED BY LAW: (I) YOU AND BRIGHTDROP WILL NOT BE LIABLE IN ANY WAY IN CONNECTION WITH THESE TERMS, THE APPLICATION, OR THE SERVICES FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR AMOUNTS FOR LOSS OF INCOME, PROFITS OR SAVINGS ARISING OUT OF OR RELATED TO THESE TERMS, THE APPLICATION, OR THE SERVICES; (II) BRIGHTDROP WILL NOT BE LIABLE IN ANY WAY IN CONNECTION WITH THESE TERMS, THE APPLICATION, OR THE SERVICES FOR (A) ANY ACTION OR INACTION OF THIRD PARTIES, (B) ANY EVENTS BEYOND THE REASONABLE CONTROL OF BRIGHTDROP, (C) ANY INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR RELATING TO YOUR USE OF THE APPLICATION OR THE SERVICES, (D) ANY DAMAGES ARISING OUT OF OR RELATING TO THE INSTALLATION, REPAIR, UPDATES OR CHANGES TO SYSTEMS, SOFTWARE, OR OTHER EQUIPMENT PROVIDED BY BRIGHTDROP, (E) ANY CHANGE OR REDUCTION IN, OR ANY LOSS OF SERVICES CAUSED BY CHANGES IN SYSTEMS, SERVICES, OR INFRASTRUCTURE (SUCH AS THE WIRELESS SERVICE OR TECHNOLOGY INFRASTRUCTURE) THAT ARE MADE AVAILABLE BY THIRD PARTIES; AND (III) BRIGHTDROP WILL NOT BE LIABLE IN ANY WAY IN CONNECTION WITH ANY THIRD PARTY SERVICES. TO THE EXTENT THAT BRIGHTDROP IS FOUND LIABLE FOR ANY DAMAGES, LOSSES, LIABILITIES OR EXPENSES IN CONNECTION WITH THESE TERMS, THE APPLICATION, OR THE SERVICES, AND TO THE EXTENT ALLOWED BY LAW AND UNLESS PROHIBITED BY LAW, YOU AGREE THAT BRIGHTDROP'S MAXIMUM AGGREGATE LIABILITY SHALL BE NO GREATER THAN \$100.00. THESE LIMITS AND EXCLUSIONS APPLY EVEN IF BRIGHTDROP KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES AND WHETHER ARISING BASED ON NEGLIGENCE, TORT, OR BREACH OF CONTRACT. THESE LIMITATIONS SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS, AND APPLY TO ANYONE USING THE APPLICATION OR THE SERVICES OR MAKING A CLAIM ON YOUR BEHALF.
- You cannot assign these Terms (or any portion thereof) without BrightDrop's prior written consent and any attempted assignment without BrightDrop's written consent is null and void. BrightDrop may assign these Terms with or without notice to you.
- Nothing contained in these Terms will be construed to make either you or BrightDrop partners, joint venturers, principals, agents, or employees of the other. Neither party has any right, power or authority, express or implied, to bind the other.
- All notices, requests, consents, approvals, and other communications required or permitted by you under these Terms must be in writing and shall be deemed given when addressed and delivered to the customer service contact information provided in the "Questions" section at the end of these Terms. BrightDrop may change its address for notification purposes on giving notice to you. We may issue notices via various channels, including by sending you e-mail, contacting you via our advisors, or using suitable systems available in your Device. You consent

to receive such notices and agree that any such notices that BrightDrop sends to you shall be legally effective. You agree that any notices sent by us by e-mail or physical mail satisfy any requirement that the notices be provided in writing. If you do not agree, do not accept these Terms. You may have the right to withdraw your consent to receiving certain electronic communications, and, when required by law, we will provide you with paper copies of all documents and records upon request. You may do so by contacting us at the phone number or email address provided under the "Questions" section at the end of these Terms. If you withdraw your consent, we reserve the right to terminate these Terms.

- If any provision within these Terms is held by a court of competent jurisdiction to be contrary to law, then that provision shall be severed from these Terms, and the remaining provisions of these Terms or the Application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby. Each provision of these Terms shall be valid and enforceable to the extent permitted by law and unless prohibited by law.
- No term or condition of these Terms is waived and no breach is excused unless that waiver or consent is in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of a breach by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach.
- These Terms shall be interpreted in accordance with and governed by the laws of the State of Michigan, except in relation to any conflict of law provisions which would require application of another choice of law.
- WITH THE EXCEPTION OF ANY CLAIM (I) IN WHICH A PARTY IS ATTEMPTING TO PROTECT ITS INTELLECTUAL PROPERTY RIGHTS (SUCH AS ITS PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR MORAL RIGHTS, BUT NOT INCLUDING ITS PRIVACY OR PUBLICITY RIGHTS), OR (II) THAT MAY BE BROUGHT IN SMALL-CLAIMS COURT:
  - ANY MATTER WE ARE UNABLE TO RESOLVE AND ALL DISPUTES OR CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS, INCLUDING ITS FORMATION, ENFORCEABILITY, PERFORMANCE, OR BREACH (EACH, A "**CLAIM**") SHALL BE FINALLY SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "**AAA**") IN ACCORDANCE WITH THE PROVISIONS OF ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CUSTOMER-RELATED DISPUTES, EXCLUDING ANY RULES OR PROCEDURES GOVERNING OR PERMITTING CLASS ACTIONS. THE ARBITRATOR, AND NOT ANY FEDERAL, STATE, OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ALL CLAIMS. THE ARBITRATOR SHALL BE EMPOWERED TO GRANT WHATEVER RELIEF WOULD BE AVAILABLE IN A COURT UNDER LAW OR IN EQUITY. THE ARBITRATOR'S AWARD SHALL BE BINDING ON THE PARTIES AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THE PARTIES EXPRESSLY WAIVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. THEY FURTHER UNDERSTAND THAT, IN SOME INSTANCES, THE COSTS OF ARBITRATION COULD EXCEED THE COSTS OF LITIGATION AND THE RIGHT TO DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN COURT.

- ANY ARBITRATION WILL BE CONDUCTED BY THE PARTIES IN THEIR INDIVIDUAL CAPACITIES ONLY AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION, AND THE PARTIES WAIVE THEIR RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. IF ANY COURT OR ARBITRATOR DETERMINES THAT THE CLASS ACTION WAIVER SET FORTH IN THE PRECEDING SENTENCE IS VOID OR UNENFORCEABLE FOR ANY REASON OR THAT AN ARBITRATION CAN PROCEED ON A CLASS BASIS, THEN THE ARBITRATION PROVISION SET FORTH IN THIS SECTION SHALL BE NULL AND VOID IN ITS ENTIRETY AND THE PARTIES SHALL BE DEEMED TO HAVE NOT AGREED TO ARBITRATE CLAIMS.
  - THE RULES GOVERNING THE ARBITRATION MAY BE ACCESSED AT [WWW.ADR.ORG](http://WWW.ADR.ORG) OR BY CALLING THE AAA AT +1-800-778-7879. TO THE EXTENT THE INITIAL FILING FEE FOR THE ARBITRATION EXCEEDS THE INITIAL FILING FEE FOR A LAWSUIT, WE WILL PAY THE DIFFERENCE IN FEES.
  - IF THIS SECTION IS HELD TO BE INVALID OR UNENFORCEABLE, THEN FOR ANY CLAIMS, YOU CONSENT TO PERSONAL JURISDICTION AND EXCLUSIVE VENUE IN THE STATE AND FEDERAL COURTS OF THE EASTERN DISTRICT OF MICHIGAN.
- To the extent permitted by law and unless prohibited by law, you agree that you must file any arbitration request, claim, or cause of action arising out of or related to access to and/or use of the Application or the Services or otherwise relating to these Terms within one (1) year after the events giving rise to such request, claim, or cause of action, or you shall be forever barred from filing such request, claim or cause of action. These Terms shall not be subject to the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
  - These Terms, including the additional terms and policies that are referenced herein, are the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings or agreements between the parties relative to such subject matter. You cannot change this Agreement unless BrightDrop agrees in writing to the change.
  - Content that is made available to you through the Application or the Services is the property of the content provider. The content is provided only for use through the Application or the Services on your Device. You have no right to, and you agree not to copy, distribute, modify, perform, broadcast, display, transmit, reuse, re-post, use or claim any right in the content.
  - You are entering into these Terms with BrightDrop and not with the manufacturer or distributor of your Device (the “**Manufacturer**”). However, the Manufacturer and its subsidiaries are intended to be third party beneficiaries of these Terms, and the Manufacturer may enforce these Terms. We are solely responsible, as provided in these Terms, for the Application and its associated information; the Manufacturer makes no warranty with respect to the Application or the information and has no obligation whatsoever to furnish any maintenance and support services for the Application. The Manufacturer is not responsible for addressing any claims relating to the Application or its associated information or your possession or use of the Application, including but not limited to: (i) product liability claims, (ii) any claims that the Application fails to conform to any legal or regulatory requirement, and (iii) claims arising under

consumer protection and similar legislation. If a third party claims that the Application, its associated information, or your possession or use of the Application or associated information infringes a third party's intellectual property rights, the Manufacturer is not responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. You acknowledge that you have reviewed, as applicable for your Device, the Android terms located at <http://www.android.com/terms/html> and the Apple terms located at <http://www.apple.com/legal/itunes/us/terms.html> and that you shall comply with such terms as applicable.

**Questions:**

If you have any questions, comments or complaints regarding the Services, feel free to contact us at any time by emailing us at [support@gobrightdrop.com](mailto:support@gobrightdrop.com).