

GENERAL TERMS AND CONDITIONS FOR UZE PARTNERS

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1. **Partnership Overview.** UZE offers partners an opportunity to earn a fee by allowing the installation of UZE Equipment (defined in Section 6 below) on their stores and enabling UZE Equipment to display advertisements and other content delivery by UZE while participating in the partnership. The selection of advertisements and other content that is display on the UZE Equipment is made by UZE in its sole discretion.
2. **Partnership Requirements.** Unless otherwise agreed in individual cases, the services offered by UZE do not include the conception of advertising campaigns or measures, nor advertising advice and/or design (of advertising materials). In particular, the drafting and design of image content for the advertising booked by the customer shall not be included in the scope of services offered by UZE unless otherwise agreed. For the avoidance of doubt, UZE does not owe any specific advertising success.
3. **Accounts and Registration.** To participate in the Partnership, you must create and maintain a user account (your “**User Account**”). When you register your User Account, we will ask you to share certain information with us, including name, e-mail, address, bank account number and information about your insurance coverage and vehicle. You agree that the information you provide to us during the User Account creation process is accurate and that you will keep it accurate and always updated during the Term. When you register a User Account you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your User Account and password, and you accept responsibility for all activities that occur under your User Account. If you believe that your User Account is no longer secure, then for your own protection as well as ours, you must immediately notify us at ramon.ramirez@uze-mobility.com.
4. **Licenses**
 - 4.1. Limited License. Subject to your complete and ongoing compliance with these Terms, UZE grants you, solely for your use in connection with the Partnership, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) install and use one object code copy of any Software obtained from a legitimate marketplace on a mobile device that you own or control; and (b) access and use the Service.
 - 4.2. Feedback. If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Partnership or the Service (“Feedback”), then you hereby grant UZE an unrestricted perpetual, irrevocable, non-exclusive, fully paid, royalty-free right to exploit the Feedback in any matter and for any purpose, including to improve the Partnership and Service and create new products and services.

5. **Ownership; Proprietary Rights; Confidentiality.** The Partnership is operated by UZE. Materials and information made available to you in connection to the Partnership, including all intellectual property rights in the Service and UZE Equipment (collectively, “Materials”) are protected by intellectual property and other laws. As between you and UZE, all Materials are the property of UZE or its third-party licensors. Except as expressly authorized by UZE, you may not make use of the Materials. UZE reserves all rights to the Materials not granted expressly in these Terms. You agree to keep the Materials confidential, not to disclose the Materials to any third party and not use the Materials other than in connection with your participation in the Partnership.

6. **UZE Equipment**
 - 6.1. UZE Equipment. During the Term, UZE may provide you with certain hardware and other equipment to be installed in your store to enable you to participate in the Partnership (the “UZE Equipment”). You agree that you will use UZE Equipment solely as directed by UZE and not make any modifications to UZE Equipment not expressly authorized by UZE. You hereby acknowledge that UZE Equipment contains tracking mechanisms that allow UZE to determine the geographic location of UZE Equipment, and you agree that we may monitor and record the location of UZE Equipment at all times.

 - 6.2. Ownership of Program Equipment. UZE will own and retain title to all of the items of UZE Equipment. You, at your sole expense, will protect UZE title and keep UZE Equipment free from all claims, liens, encumbrances and legal processes. You agree that UZE Equipment is not and will not be subject to any lien, encumbrance, mortgage or deed of trust, of any other such interest originating from or through you. UZE Equipment is the personal property of UZE. In the event you lose possession of the vehicle on which UZE Equipment is installed, you will promptly notify UZE. Your notice to UZE must include the contact information of the party possessing your vehicle. You will also immediately notify the party possessing such vehicle that UZE Equipment is the sole property of UZE.

 - 6.3. Maintenance. You must maintain UZE Equipment in accordance with any instructions provided by UZE and in the same condition as when delivered to you (subject to normal wear and tear). You must promptly report to UZE any damage to UZE Equipment that you become aware of. You acknowledge that the clearance of your vehicle will change with UZE Equipment installed. You must note the dimensions of the UZE Equipment and take appropriate steps to ensure that you do not damage UZE Equipment by entering area with inadequate clearance. You will pay UZE for the cost of repair or replacement of UZE Equipment damaged beyond reasonable wear and tear within thirty (30) days of receipt of UZE invoice for such repair or replacement. You remain solely responsible for any authorized or unauthorized use of UZE Equipment. From time to time, as requested by UZE, you must bring your vehicle to the UZE facility for scheduled inspections of UZE Equipment. You must reply to any communication from UZE regarding the maintenance and/or diagnostics of your UZE Equipment within twenty-four (24) hours of receiving such communication.

- 6.4. **Return.** Upon termination of these Terms: (a) you will facilitate the removal of such UZE Equipment by UZE at UZE facility or at such other location determined by UZE in its sole discretion; and (b) you will pay UZE within thirty (30) days of receipt of UZE invoice for any damage of UZE Equipment beyond normal wear and tear occurring during the Term. If you plan to sell your vehicle or otherwise transfer it to a third party, you must return UZE Equipment prior to doing so in accordance with this Section 6.4.
- 6.5. **Repossession.** If, following the termination of these Terms, you fail to cooperate with UZE to facilitate the removal and return of any and all UZE Equipment, UZE may (a) demand that you return UZE Equipment to UZE; (b) take possession of UZE Equipment, wherever it may be located, including on your private property, without demand or notice, without any court order or other process of law and without liability to you for any damages occasioned by such taking of possessions. Without limiting the foregoing, if, at any time, you fail to respond to communication from UZE for ten (10) business days, UZE may proceed directly to take possession of UZE Equipment in accordance with this section 6.5.
7. **Restrictions.** Except as otherwise explicitly set forth in this Agreements, you will not, and you will not permit or authorize any third party to: (a) reproduce, distribute, publicly display, or publicly perform the Service; (b) modify, translate, reverse engineer, decompile, disassembly, or otherwise derive the source code, firmware, or the underlying ideas, algorithms, structure, or organization of the Service, the Software, UZE Equipment, or any other software (including firmware) associated therewith (except to the extent that applicable laws prevent the prohibition of such activities); or (c) interfere with, circumvent, tamper with or disable any feature of the Service, UZE Equipment or any other software (including firmware) associated therewith, including any security or access control mechanism, or take any other action that creates safety risk with respect to UZE Equipment.

You are responsible for any liability, damage, loss, or expense resulting from any of the foregoing restricted activities. You will obtain UZE written consent prior to permitting a third party to use or operate UZE Equipment for the purpose of participating in the Partnership. If you are prohibited under applicable law from using the Service, you may not use it.

8. **Conduct.** At all times while operating a vehicle containing UZE Equipment or otherwise engaging in activities in connection with the Partnership, you agree that:
- a. You will not disparage UZE, our advertisers and partners, or the Partnership;
 - b. You will comply with all laws applicable to your activities (including all traffic laws); and
 - c. You will comply at all times with all of the Partnership Requirements.

9. **Payment.**

- 9.1 **Partnership Fees.** As consideration for the partnership, UZE agrees to pay you the fees, if any, that you have earned as set forth in Exhibit A (the "Partnership Fees"). Exhibit A may be modified from time to time by UZE upon fifteen (15) days' notice to you.

- 9.2 Withholding of Partnership Fees. UZE may withhold the Partnership fees if at any time you fail to (a) comply with or meet the Partnership Requirements, (b) provide any information UZE may reasonably request, (c) respond to a communication from UZE for five (5) business day form the date of such communication, or (D) subject to an Approved Exception, respond to any communication from UZE related to monitoring or diagnostics of UZE Equipment within twenty-four (24) hours. An “Approved Exception” is a circumstance that renders your compliance with a requirement impossible or impracticable, such as illness, family issues or travel. A request from an Approved Exception must be communicated to UZE in writing. UZE may request that you provide documentation in connection with your request for an Approved Exception. An Approved Exception may be granted or denied by UZE in its sole discretion.
- 9.3 Taxes. You are responsible for and will pay all taxes and other governmental charges resulting from your participation in the Partnership, except for government taxes imposed on the net income, personnel, or real property of UZE.

10. Modification of these Terms. We reserve the right to change these Terms on a going-forward basis at any time upon fifteen (15) days’ notice. Please check these Terms periodically for changes. Modifications are effective upon publication. Except as expressly permitted in this Section 10, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

11. Term and Termination

- 11.1 Term. These Terms are effective beginning when you accept the Terms or when the Terms are published and ending when terminated as described in Section 11.2, (the “**Term**”)
- 11.2 Termination. If you violate any provision of these Terms, including but not limited to the Partnership Requirements, your authorization to access and use the Service and these Terms may automatically terminate. In addition, UZE may, at its sole discretion, terminate these Terms, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice. You may terminate the Partnership and these Terms at any time by emailing us at ramon.ramirez@uze-mobility.com to notify us your desire to end your participation in the Partnership Program and promptly cooperating with UZE to facilitate the removal and return of all UZE Equipment.
- 11.3 Effect of Termination. Upon termination of these Terms: (a) your license rights will terminate, and you must immediately cease all use of the Service; (b) you will no longer be authorized to access UZE Service; (c) you will no longer earn any additional Partnership Fees; (d) UZE will remove and inspect you UZE equipment pursuant to Section 6.4 above.

11.4 Modification of the Partnership. UZE reserves the right to modify or discontinue the Partnership at any time, temporarily or permanently, without notice or liability to you.

12. Indemnity. To the fullest extent permitted by law, you are responsible for your participation in the Partnership, and you will defend and indemnify UZE and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “UZE Entities”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorney’s fee and costs, arising out of or connected with: (a) your violation of or failure to comply with any portion of these Terms (including Partnership Requirements), any representation, warranty, or agreements reference in these Terms, or any applicable law or regulation; (b) your use of, and the installation of, UZE Equipment; (c) any changes, modifications, removal, tampering with or manipulation of any aspect of UZE Equipment and any other activities prohibited by Section 7; (d) any services you provide to third parties and any dispute or issue between you and a third party; (e) the repossession of UZE equipment by UZE in accordance with these Terms; and (f) your participation in the Program, your vehicle or your driving behavior. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in that case, you agree to cooperate with our defense of those claims. You agree that if you receive or are issued a warning, citation, infraction or any other form of enforcement action by a public entity for the alleged non-compliance of UZE Equipment with applicable laws, regulations, or requirements, you will notify UZE of this enforcement action immediately.

To the extent that UZE determines that such enforcement action arises out of factor related to the Partnership or UZE Equipment that are solely within UZE control, we will defend and indemnify you to the fullest extent permitted by law, at our own expense, from and against every such enforcement action, if you cooperate with our defense of such enforcement action, follow any directives related to such defense and provided that you have complied with the terms and conditions set forth herein, including but not limited to Section 6.1 above.

13. No Warranties

13.1 No warranties. The Partnership, UZE Equipment, Service and all Materials and content available in connection with therewith are provided “as is” and on an “as available” basis. UZE disclaims all warranties of any kind, whether express or implied, relating to Partnership, UZE Equipment, Service and all Materials and content available in connection therewith. UZE does not warrant that the service will be uninterrupted, secure, or free of errors, viruses, or other harmful components, and UZE does not warrant that any of those issues will be corrected.

13.2 Exclusions. The limitations, exclusions and disclaimers in this section apply to the fullest extent permitted by Law. UZE does not disclaim any warranty or other right that UZE is prohibited from disclaiming under applicable law.

14. Limitation of Liability

- 14.1 Consequential Damages. To the fullest extent permitted by law, in no event will the UZE Entities be liable to you for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to the subject matter of this agreement, whether based on warranty, contract, tort, statute, or any other legal theory, and whether or not any UZE entity has been informed of the possibility of damage.
- 14.2 Direct Damages. Except as provided in Section 15.5 and the fullest extent permitted by law, the aggregate liability of the UZE Entities to you for all claims arising out of or relating to the subject matter of these terms, whether in contract, tort, or otherwise is limited to the amounts paid to you by UZE in respect of your participation in the program in the 12 months prior to the event or circumstance giving rise to claim.
- 14.3 Allocation of Risk. Each provision of these terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended to and does allocate the risks between the parties under these terms. This allocation is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of these terms. The limitations in this Section 14 will apply even if any limited remedy fails for its essential purpose.

15. Dispute Resolution and Arbitration

- 15.1 General. In the interest of resolving disputes between you and UZE in the most expedient and cost-effective manner, and except as described in Sections 6.5 and 15.3, you and UZE agree that every dispute arising in connection with these Terms will be resolved by binding arbitration governed by the Federal Arbitration Act, 9 U.S.C. §§1, et seq. ("FAA"). Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury to decide the facts and apply the law, may allow for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You understand and agree that, by entering these terms, you and UZE are both waiving the right to a trial by jury or to participate in a class action.
- 15.2 Scope. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms.
- 15.3 Exceptions. Despite the provisions of Section 15.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims out; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

- 15.4 Arbitrator. Any arbitration between you and UZE will be resolved in accordance with the FAA and administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules (collectively, “AAA rules”) as modified by these Terms. The AAA Rules and filing forms are available online at www.adr.org. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.
- 15.5 Notice of Arbitration; Process. A party who intends to seek arbitration to resolve a dispute must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express or, only if that other party has not provided a current physical address, then by electronic mail (“Notice of Arbitration”). The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). The parties then should make good faith efforts to resolve the claim or dispute directly between themselves, but if the parties do not reach an agreement resolving the matter within 30 days after the Notice of Arbitration was received by the non-claiming party, either party may commence an arbitration proceeding in accordance with the AAA Rules.

All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. The amount of any settlement offer made by you or UZE to the other party before or during arbitrations hearing must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount higher than the last written settlement amount offered by UZE in settlement of the dispute prior to the award, UZE will pay to you the higher of: (i) the amount awarded by the arbitrator; or (ii) \$ 10,000. If the arbitrator awards you an amount lower than the last written settlement amount offered by UZE in settlement of the dispute prior to the award, UZE will play to you the amount awarded by the arbitrator.

- 15.6 Arbitration Hearing. Any arbitration hearing will take place at a location to be agreed upon in UZE’s sole discretion, the city in which UZE Equipment was installed on your vehicle. However, if the claim is for \$ 10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the country of your billing address. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

- 15.7 Fees. If you commence arbitration in accordance with these Terms, UZE will reimburse you for your payment of the filing fee, unless your claim is for more than \$ 10,000, in which case the payment of any fees will be decided by the AAA Rules. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose, then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse UZE for all monies it previously disbursed that the AAA Rules otherwise deem to be your obligation to pay. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding upon request from either party made within 14 days of the arbitrator's ruling on the merits.
- 15.8 No Class Actions. You and UZE agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both you and UZE agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.
- 15.9 Modification to this Arbitration Provision. If UZE makes any future change to this arbitration provision, other than a changes to UZE's address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change of UZE's address for Notice of Arbitration, in which case your account with UZE's will immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.
- 15.10 Enforceability. If Section 15.8 is found to be unenforceable or if the entirety of this section 15is found to be unenforceable, then the entirety of this Section 15 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 17.1 will govern any action arising out of or related to these Terms.

16. Relationship of the parties

- 16.1 Independent Contractor. This agreement is made between co-equal independent parties who intent to create a business relationship. You may be engaged or employed in any other business, trade, profession, or other activity while providing services to the Company. You and UZE intend this Agreement to create the relationship of principal and independent contractor between UZE and you, and not that of employer and employee. You and UZE expressly intend that you participate in the Partnership as an independent contractor.

16.2 No Authority to Bind. Without limiting the generality of the foregoing, you are not authorized to bind UZE to any liability or obligation or to represent that UZE has any authority. You will indemnify and hold UZE harmless to the extent of any obligation imposed on UZE resulting from a determination that you are not an independent contractor.

17. Miscellaneous

17.1 Governing Law. These Terms are governed by the laws of the state in which the UZE Equipment was installed on your vehicle without regard to conflict of law principles. You and UZE submit to the personal and exclusive jurisdiction of the state courts and federal courts located within San Francisco County, California for resolution of any lawsuit or court proceeding permitted under these Terms. The foregoing forum selection provision is not intended to create any substantive rights to non-California residents under California law. In addition, the choice of law and no forum selection in this Section 17.1 do not apply to the Dispute Resolution & Arbitration provision in Section 15.

17.2 Photographs. You grant permission to UZE to reproduce any photographs and/or video images taken of you on site at a UZE office or facility for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium.

17.3 General Terms. These Terms, (including any and all Exhibits hereto whether provided electronically, in hard copy or other method of transmission), and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and UZE regarding your participating in the Partnership. You may not assign or transfer these Terms or your rights under these Terms, in whole, or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to required performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself.

17.4 Signatures. This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same force and effectiveness as though executed in a single document.

