

# NEOCHARGE

## WEBSITE TERMS OF USE

Effective date: June 7<sup>th</sup> 2020

**1. ACCEPTANCE OF TERMS OF USE.** These Terms of Use apply when you use or browse any website owned or operated by NeoCharge Corporation, a California corporation (“**Company**”, “**We**”, or “**Us**”), including the website [www.getneocharge.com](http://www.getneocharge.com) (the “**Site**”).

**By using or browsing the Site or accessing any information while using or browsing the Site, you acknowledge that you have read, understood and agree to be bound by these Terms of Use, our Privacy Policy (found at [https://uploads-ssl.webflow.com/5f21f83386393944a0019285/5f4d358735cc2554eafc5436\\_Website%20Privacy%20Policy.pdf](https://uploads-ssl.webflow.com/5f21f83386393944a0019285/5f4d358735cc2554eafc5436_Website%20Privacy%20Policy.pdf)), which is incorporated into these Terms of Use by reference, and all applicable laws and regulations.**

YOU FURTHER AGREE THAT BY USING THIS SITE, YOU ARE AT LEAST 18 YEARS OLD, OR, IF LESS THAN 18 YEARS OLD, THAT YOU HAVE THE CONSENT OF A PARENT OR GUARDIAN TO USE THIS SITE, AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

It is your responsibility to review these Terms of Use periodically, and if at any time you find these Terms of Use unacceptable, you must immediately leave the Site and cease all use of the Site.

**2. CHANGES TO TERMS OF USE.** NeoCharge may change these Terms of use at any time and without any notice to you, so we suggest that you periodically visit this page to review these Terms and Conditions. All changes are effective immediately when we post them. **By using this Site after we post any changes, you agree to accept those changes, whether or not you actually reviewed them.**

**3. ACCESSING THE SITE AND ACCOUNT SECURITY.** We reserve the right to withdraw or amend this Site, and any service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users.

You are responsible for:

- a. Making all arrangements necessary for you to have access to the Site.
- b. Ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and comply with them.

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete. You agree that all information you provide to register with this Site or otherwise, including, but not limited to, through the use of any interactive features on the Site, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time, including if, in our opinion, you have violated any provision of these Terms of Use.

**4. INTELLECTUAL PROPERTY RIGHTS.** The Site and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Site for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Site, except as follows:

- a. Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials;
- b. You may store files that are automatically cached by your Web browser for display enhancement purposes;
- c. If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications; and

- d. If we provide links to Sites or applications owned or operated by a third party (for example, to our social media accounts), you may take such actions as are enabled by such features.

You may not:

- a. Modify copies of any materials from this site;
- b. Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text;
- c. Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site; or
- d. Except with our prior written consent, access or use for any commercial purposes any part of the Site or any services or materials available through the Site.

### **Trademarks**

Our Company name, the terms “NEOCHARGE” and “SMART SPLITTER”, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without our prior written permission. All other names, logos, product and service names, designs, and slogans on this Site are the trademarks of their respective owners.

**5. USE OF THE SITE.** You may use the Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

- a. In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- b. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise; or
- c. To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm the Company or users of the Site, or expose them to liability.

You are also prohibited from violating or attempting to violate any security features of the Site, including, without limitation:

- a. Accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access;

- b. Attempting to probe, scan, or test the vulnerability of the Service, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization;
- c. Interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site or Service, overloading, “flooding,” “spamming,” “mail bombing,” or “crashing;”
- d. Using the Site or Service to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services;
- e. Forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Site; or
- f. Attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Company in providing the Site.

Any violation of system or network security may subject you to civil and/or criminal liability.

**6. USER CONTENT.** The Site may contain message boards, chat rooms, personal web pages or profiles, newsletters, forums, bulletin boards, and other interactive features that allow users to post, submit, publish, display, or transmit content or materials (collectively, “**User Content**”) to Us or to other users (collectively, “**Posting**” on the Site). By Posting on the Site, you:

- a. Grant Company, its affiliates, officers, directors, employees, consultants, agents, and representatives a license to use User Content in connection with the operation of the business of Company, its affiliates, officers, directors, employees, consultants, agents, and representatives, including without limitation, a right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat User Content;
- b. Grant Company the right to use your name, image, likeness, and voice in still photos, slides, video, voice recorded productions, radio coverage, television coverage and/or any other media, now and in the future, for the purpose of promoting, advertising, and marketing Company and its services, if any such information is included in User Content. You waive all claims against Company for such use;
- c. Agree that Company may publish or otherwise disclose your name and location in connection with your User Content; and
- d. Warrant and represent that you own the rights to the User Content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute User Content.

You will not be compensated for Posting any User Content.

**7. INAPPROPRIATE CONTENT.** In connection with your use of the Site, You agree not to upload, download, display, perform, transmit, or otherwise distribute any Content that:

- a. Is libelous, defamatory, obscene, pornographic, abusive, or threatening;
- b. Creates a false identity for the purpose of misleading others;
- c. Advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation;
- d. Contains viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software; or
- e. Uses any part of the Site for surveys, contests, pyramid schemes, chain letters, junk mail, spam, or unsolicited messages;

Company reserves the right to terminate your use of the Site and Services, and your receipt, transmission, or other distribution of any such material using the Service, and, if applicable, to delete any such material from its servers. Company intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Use or of any applicable laws.

**8. ALLEGED COPYRIGHT INFRINGEMENT.** Company has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site. We have adopted a policy that provides for the immediate suspension and/or termination of any Site user who is found to have infringed on the rights of Company or of a third party, or otherwise violated any intellectual property laws or regulations. Our policy is to investigate any allegations of copyright infringement brought to our attention.

If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want us to delete, edit, or disable the material in question, you must provide us with all of the following information:

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
- b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- c. Identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material;
- d. Information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted;
- e. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

- f. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For this notification to be effective, you must provide it to our designated agent either by email or first-class mail at:

NeoCharge  
Attn: Copyright Agent  
75 Higuera St, Ste 120  
San Luis Obispo, CA 93401  
[support@getneocharge.com](mailto:support@getneocharge.com)

**9. TERMINATION.** We reserve the right to terminate your use of the Site in our sole discretion. To ensure that we provide a high quality experience for you and for other users of the Site, you agree that Company or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Site. We reserve the right not to disclose the existence or occurrence of such an investigation unless required by law, but we also reserve the right to terminate your account or your access to the Site immediately, with or without notice, if we believe that you have violated any of the Terms of Use, furnished us with false or misleading information, or interfered with use of the Site by others.

**10. NO WARRANTIES. COMPANY HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES.**

COMPANY IS MAKING THE SITE AVAILABLE “AS IS” WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE, INCLUDING BUT NOT LIMITED TO ANY PRODUCT OR SERVICE YOU MAY ACCESS AS A RESULT OF YOUR USE OF THE SITE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE SITE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE.

IF YOU CHOOSE TO USE THE SITE, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT COMPANY DOES NOT CONDUCT BACKGROUND CHECKS ON ANY USERS OF THE SITE OR ON ANY OTHER PERSONS WITH WHOM YOU MAY COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE.

COMPANY DOES NOT ENDORSE ANY ENTITY, PRODUCT OR SERVICE MENTIONED IN ANY CONTENT AVAILABLE ON THE SITE.

**12. LIMITED LIABILITY. COMPANY'S LIABILITY TO YOU IS LIMITED.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH:

- A) YOUR USE OF THE SITE OR ANY OTHER MATERIALS, INFORMATION, OR SERVICES PROVIDED TO YOU BY COMPANY,
- B) YOUR INTERACTION WITH ANY OTHER PERSONS WITH WHOM YOU MAY COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE.

THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION.

FURTHER, YOU RELEASE COMPANY FROM ALL LIABILITY TO YOU AND YOUR PRINCIPALS, EMPLOYEES, AGENTS, REPRESENTATIVES, GUARDIANS, SUCCESSORS, ASSIGNS, HEIRS, CHILDREN, AND NEXT OF KIN FOR ALL LIABILITY, CLAIMS, DAMAGE, OR DEMANDS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING FROM OR RELATED TO YOUR USE OF THE SITE. THIS RELEASE INCLUDES, WITHOUT LIMITATION, ANY PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF COMPANY OR ANY OF COMPANY'S PRINCIPALS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR INDEPENDENT CONTRACTORS. YOU BEAR SOLE RESPONSIBILITY FOR ANY LOSS.

IN NO EVENT SHALL COMPANY BE LIABLE TO YOU FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF ANY THIRD PARTY, INCLUDING THE ACTIVE OR PASSIVE NEGLIGENCE OF THAT PARTY, OR THAT PARTY'S VIOLATION OF A STATUTE.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

YOU AND COMPANY AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF USE ARE MATERIAL,

BARGAINED-FOR BASES OF THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. YOU AND COMPANY AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF USE ARE FAIR AND REASONABLE.

**13. INDEMNITY.** You agree to indemnify Company for certain of your acts and omissions. You agree to indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) directly or indirectly arising from your access to or use of the Site, including your negligent use of the Site; your violation of these Terms of Use; your violation of the representations, warranties, or covenants set forth in these Terms of Use (including but not limited to those related to compliance with health and safety regulations); any misrepresentations, defective products, or breach of any warranties or agreements made by you in connection with your use of the Site; or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. Company will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

**14. COPYRIGHT.** All contents of Site or Service are: Copyright © 2020 NeoCharge Corporation. All rights reserved.

**15. BINDING ARBITRATION.** If a dispute arises from or relates to these terms of use or the breach thereof, including the determination of the scope or applicability of this agreement to arbitrate, and if the dispute cannot be settled through direct discussions, then the remaining dispute shall be settled by binding arbitration administered by an arbitrator through a reputable arbitration association such as the American Arbitration Association. All disputes shall be mediated and arbitrated in San Luis Obispo county, California, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties may not engage in class or representative arbitration.

**16. SEVERABILITY; WAIVER.** If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

**17. NO LICENSE.** Except as otherwise provided herein, nothing contained on the Site should be understood as granting You a license to use any of the trademarks, service marks, or logos owned by Company or by any third party.

**18. UNITED STATES USE ONLY.** The Site is controlled and operated by Company from its offices in the State of California. Company makes no representation that any of the materials or



the services to which You have been given access are available or appropriate for use in locations outside of the United States. Your use of or access to the Site should not be construed as Company's purposefully availing itself of the benefits or privilege of doing business in any state or jurisdiction other than California.

**19. ENTIRE AGREEMENT.** These Terms of Use, and all agreements incorporated by reference, constitute the final, complete, and exclusive statement of the terms of the agreement between you and the Company pertaining to the subject matter of these Terms of Use, and supersedes all other prior or contemporaneous oral or written understandings and agreements between you and the Company.

**20. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding on the heirs, legal representatives, successors, and permitted assigns of the parties.

**21. ACKNOWLEDGEMENT.** BY USING THE SERVICE OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.