

BATT2GO TERMS OF SERVICE AGREEMENT

1. These terms of use shall be deemed the rental agreement between the Portable Power Bank provider BATT2GO (hereinafter referred to as “BATT2GO”) and the customer (hereinafter referred to as “User”) who is provided with the Portable Power Bank for use. The agreement is procured by the pick-up and return location (hereinafter referred to as “Point of Sale”). The terms of use shall apply to both Users registered with BATT2GO and Users not registered with BATT2GO.

All obligations vis-à-vis the User that result from these terms of use shall be solely fulfilled by BATT2GO and not by the Point of Sale.

The Point of Sale shall procure BATT2GO’s service on a trust basis on behalf and for the account of BATT2GO.

2. Term & termination of the rental service. -

The rental agreement shall be deemed concluded as soon as the User has returned the Portable Power Bank. • The rental agreement shall have a maximum term of 2 days. • If the User fails to return the Portable Power Bank within 2 days, the rental agreement shall be terminated automatically. The Portable Power Bank shall then become the property of the User and the amount of \$24.95 + Applicable taxes and rental fees will be charged to the User’s Credit card used to preapprove the charge. • The User ends the rental agreement by returning the Portable Power Bank and paying any outstanding default fees. The User hereby authorizes BATT2GO to charge at any time, any and all outstanding fees due by the rental service and liabilities to the wallet and/or credit/debit cards used in order to access the service as in BATT2GO’s records.

3. Rental fee. -

The rental fee amounts to the figure set in BATT2GOS’s App; however, it may be changed due to price adjustments or promotions. The rental fee set out at the time the agreement is concluded shall apply. The rental fee shall authorize the User to consume the power contained in the Portable Power Bank and to use the Portable Power Bank for the

maximum period of 02-days (starting the date and time of receiving the Portable Power Bank). The minimum credit to be added to your BATT2GO Wallet is \$5.00, which will always be applied upon immediate or future rentals.

4. Preauthorized Deposit. -

The User's credit card will be pre-authorized for \$40.00 as a security deposit for the Portable Power Bank during the rental period. The deposit shall be refunded in full if the User returns the Portable Power Bank and cable undamaged within the 02-day maximum rental period less the total rental fees for the period rented. In this case the User authorizes BATT2GO to charge at any time, the amount of the deposit.

5. Default/Purchase fee. -

If the User fails to return the Portable Power Bank within the 02-days rental period, default/purchase fees amounting to \$24.99 (plus tax) in addition to the total amount for the rental period of \$4.99 per day will be charged to your credit/debit card on file.

No further default fees shall accrue, and the charger shall become property of the User.

6. Transfer of ownership after 02-days. -

If the User has failed to return the Portable Power Bank, after the maximum 02-day period from the time the Portable Power Bank was picked-up by the User. The Portable Power Bank comes with a 30 days "replacement only" warranty and only if the Portable Power Bank fails due to manufacturers or workmanship under normal use and conditions. Misuse, mistreatment or damage to the charger due to negligence, reckless use, or inappropriate usage conditions will not qualify the charger for replacement.

7. Payment. -

Registered Users shall provide a valid means of payment (credit card, debit card, debit account) in their account at BATT2GO. At the time of pickup, the rental fee shall be debited from the means of payment the User provided, and the deposit will be blocked on the said means of payment. The User can view the payment confirmation electronically (e.g. via the App, e-mail or website).

8. Use. -

The Portable Power Bank shall only be used for charging conventional smartphones, mobile phones and tablets. The User shall use the Portable Power Bank carefully and as intended and protect it from misuse. Instructions are provided on BATT2GO's website.

9. Misuse. -

The Portable Power Banks must not be misused. Misuse shall particularly be the deliberate soiling of and damage to charger, cable or label or technical manipulations to the Portable Power Bank as well as incorrect use.

10. Return of the Portable Power Bank. -

The Portable Power Bank can be returned at any BATT2GO Power Bank Rental Station location. All available Power Bank Rental Stations' s locations can be found on the BATT2GO app or website.

11. Cancellation Policy. -

Any remaining credit different from the deposit left on the User's account shall not be refunded upon cancellation of contract for any reason at all.

The outstanding deposit at the time of return shall be refunded or liberated upon return of the power charger as long as it was returned in same condition as when rented. If the BATT2GO System or any of its personnel detects a possible defect to the charger to the Portable Power Bank (e.g. any damage to the Portable Power Bank, label, cable or other), the repayment of the deposit shall be postponed until the functionality of the charger has been checked by BATT2GO.

In case the User is liable for the damage, the deposit shall not be refunded. In case the User is not liable for the damage, the deposit repayment shall be made electronically. The period for checking the Portable Power Bank and returning the outstanding deposit shall not exceed 30 days after the return of the Portable Power Bank. During this period, the Portable Power Bank shall be retained by the Point of Sale and/or by BATT2GO and the assessment of the nature of the damage shall be the sole prerogative of BATT2GO and its diagnose shall be final.

12. Survival of Terms. All sections of the present agreement which by their nature survive termination shall continue in full force and effect beyond any termination of the

agreement, including, without limitation, all provisions which relate to disclaimers, limitation of liability, waiver and indemnification and charges to means of payment.

13. Support.

The User may use BATT2GO's support free of charge at any time in order to solve problems arising in connection with the use of the Portable Power Bank. All methods for contacting Support can be found at www.BATT2GO.com/support.

14. Changes.

BATT2GO shall reserve the right to change the terms of use at any time. The respectively updated terms of use can be found at www.BATT2GO.com/terms Users can also obtain information on changes by e-mail. For this purpose, they require a free BATT2GO account. The change shall become integral part of the agreement if the User fails to object to it in writing to BATT2GO within 2 weeks after the receipt of the notification of change.

15. Data protection. -

Data that are collected within the context of the service shall be treated, processed and used according to the provisions of the law. The user data shall only be used by BATT2GO and shall not be disclosed to third parties. Refer to the detailed privacy policies at: www.BATT2GO.com/privacy

16. Guaranty & warranty.

If the Portable Power Bank shows a technical defect, it may be exchanged free of charge or returned against reimbursement of the costs at the pick-up location within 05 minutes after pick-up. After 05 minutes you must contact us at support@batt2go.com. BATT2GO recommends that the User checks the functionality of the Portable Power Bank immediately after pick-up. Further claims for damages or defect related rights shall be excluded. The improper use or deliberate destruction by the User shall render the guarantee void.

17. Liability.

The User shall be liable for loss of and damage to the charger up to the amount of the deposit at most.

BATT2GO shall not be liable for damage caused by the User due to the improper use of the Portable Power Bank to himself/herself, his/her smartphone (or other devices) or third parties in intentional or negligent manner.

To the maximum extent permitted by law, you agree that the Company shall not be liable to you in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, for any damage caused to your Devices or any loss of profits suffered by you, whether the same is direct or indirect damages. The Company shall also not be liable to you for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by you in connection with the App or the App Services, whether during or after the termination of the License. For the purposes of this clause, indirect or consequential loss or damage includes, without limitation, loss of existing or anticipated revenue or profits, anticipated savings or business, loss of data or goodwill, business interruption, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses. For the avoidance of doubt, the Company excludes from its liability, death or personal injury caused using its chargers, kiosks, equipment, hardware or software.

Where the Company's liability is not expressly excluded under these Terms or under any Applicable Laws, the Company's liability to you in contract, tort (including negligence) or otherwise whosoever and whatever the cause thereof, arising by reason of or in connection with these Terms, the App and/or the App Services, shall be limited to the aggregate amount of all amounts actually paid by and/or due from you in utilizing the App Services during the event giving rise to such claims.

Notwithstanding anything that may be to the contrary, no action may be brought by you against the Company, under these Terms or related to the App Services or the App, more than one (1) year after the cause of action arose. For the avoidance of doubt, this limitation shall not apply to claims by the Company against you.

The Company retains absolute discretion in determining whether to provide maintenance and support services for the Portable Power Bank, and if so, the type of maintenance and support services.

18. Applicable law & place of jurisdiction.

Legal disputes between the User and BATT2GO that arise from this agreement shall be subject to laws of the state of Florida, United States of America. Place of jurisdiction shall be the state of Florida, United States of America.

19. Severability clause. -

Should individual provisions of this agreement be invalid or incomplete or should the fulfillment become impossible, this shall not affect the validity of the remaining provisions. Invalid provisions shall be replaced by relevant legal regulations.

ACCEPT X