

TERMS, WARRANTIES AND COMPLIANCE

TERMS & WARRANTIES

These terms and conditions of sale (“Terms”) govern the purchase of any products (“Products”) from Wiral Technologies AS, Wiral Technologies US Inc. or any of their respective subsidiaries (“Wiral”, “Wiralcam” or “we”) unless where there is a separate executed written agreement with customer (“Customer” or “you”) that specifically supersedes the Terms.

Assumption of risk

You agree to comply with all applicable local, state and national laws in connection with your use of the Product. You understand and agree that the Product is not made or intended for use in any application or hazardous environment that requires fail-safe performance, where the failure or inaccuracy of the Product or its use might result in or cause death, personal injury, collision, or significant environmental damages (“High-Risk Activities”). High-Risk Activities include without limitation operation near any animal, power line, cellular or other radiofrequency tower, mining area, any other electromagnetic interference environment, obstacle, airport, airfield or industrial facility or area. The Products are not toys and improper operation may cause serious injury and property damage. You agree to use precautions when using your Product. Wiral accepts no risk, obligation or liability whatsoever to you or any third party for any of the following (“Disclaimed Activities”) performed or caused, by act or omission, by you or a third party with access to your Product:

- use of the Product contrary to Wiral’s published information, specifications and instructions, including, but not limited to, storage requirements and environmental conditions or ranges for temperature or humidity, leaving the Product in direct sunlight for long periods, use of the Product for High-Risk Activities, use of the Product

in combination with any third party device not provided or recommended by Wiral, and affixing anything to the Product;

- repairs, modifications, adjustments or repairs to the Product made by a party not authorized by Wiral;
- damage from any external cause, including, but not limited to, sand, dirt, improper usage of any electrical source, battery leakage, or local power surges;
- any damage to property or persons caused by your Product that is not caused by material defect for which Wiral is held responsible, including your failure to properly operate or understand the functionalities of the Product;
- improper use such as allowing the Product to block traffic or interfere with anything that might crash into the line, using the Product in inclement weather or low light, failure to maintain line-of-sight with the Product when using it, attempting to charge the Product with chargers not provided by Wiral;
- failure to purchase any insurance required by law to operate the Product in your area;
- failure to determine the suitability of the Product for your intended use;
- failing to make sure that any other person who uses the Product also complies with these terms and any other guidance we provide you, whether this guidance is included in writing with the Product or made available on our website;
- any continued use of the Product after you detect any material defect, including erratic responses to user input;
- any other use of the Product that must reasonably be considered improper.

Product warranty and return

You agree to read, and abide by any written instructions shipped with your Product and all safety precautions contained therein. If you do not understand any part of any of these

instructions or the functionality of Product, you may view the FAQ on our webpages or contact us at hello@wiralcam.com.

Limite one-year warranty

Our Products are warrantied against manufacturing defects for a period of one year from the original date of delivery of the Product to you. Our sole obligation in the event of such defects during this period is to repair or replace the defective part or Product with a comparable part or Product; how we replace or repair the Product is at our sole discretion. Replaced or repaired Products will be warrantied for the remainder of the original warranty period or thirty (30) days from the date of delivery of the replaced or repaired Product to you, whichever is longer.

Please note that this warranty ONLY applies to orders placed on our website and only to the original purchaser.

Warranty exclusions

You agree to fully read the instructions and guidance we provide and review the Product's capabilities and constraints before using the Product. Notwithstanding the limited warranty above, you assume all liability and we have no obligation whatsoever to you or anyone else for any of the Disclaimed Activities mentioned herein.

All Products that are returned to us become our property. Wiral is not responsible for any memory card, content or information stored in any Product you return to us, whether under warranty or not. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY ABOVE. ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, ARE DISCLAIMED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM WIRAL OR ELSEWHERE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS. Some

jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

Shipment and Delivery

Customer understands that all estimated and scheduled shipment dates are estimates only. Wiral will make reasonable efforts to meet the scheduled shipment dates, but in no event will we be liable for any loss, damage, or penalty resulting from any delay in shipment or delivery, nor will the carrier be deemed our agent. If Customer purchases multiple Products, we may fulfill the order in installments and charge Customer separately for each installment. We have the right to allocate our available inventory of the Products among other purchasers in such manner as we see fit. If we're not able to charge your chosen payment method or you otherwise fail to pay for your purchase, we have the right to delay or suspend shipment of Products.

The product must be delivered to the delivery address specified by the Customer in the order form. The Customer is responsible for ensuring that the correct address is registered at all times, and Wiral shall not be liable for any loss resulting from the Customer's failure to update his delivery address. Delivery has occurred when the Customer, or his representative, has taken possession of the Product. The risk of the Product passes to the Customer when he or his representative has received the Product. If the Product is not collected or received on time, and if this is due to the Customer or circumstances related to the Customer, the risk passes to the Customer when the item is at his disposal and the failure to take possession of the Product constitutes a breach of contract by the Customer. Wiral reserves the right to charge the Customer for extra shipment costs due to Customer's failure to collect the Products in time.

Return of Defective and Nonconforming Products

In the event of a defective delivery or a delayed delivery in accordance with clause 5 above, the Customer may claim the

remedies available in accordance with applicable consumer purchasing legislation, including [if and as provided for by applicable laws] fulfillment of the contract, rectification, delivery of substitute goods or price reduction, termination or compensation. If there is a defect in the delivered Product, the consumer must, within a reasonable time after he or she discovered or should have discovered such defect, inform the seller that he or she will make a claim. Claims relating to defective Products must be made no later than two years after the consumer took possession of the Product.

To the extent permitted by applicable laws, Wiral excludes its liability for any indirect or consequential damages caused by any defect or delay, except for damages caused intentionally or by gross negligence.

You must obtain a Return Materials Authorization (“RMA”) number from us prior to returning any Products to us under this warranty or the Right to Cancel. You agree to pack the Product that you are returning, either under the Right to Cancel Guarantee or the Limited One-Year Warranty, carefully and return it to us, freight prepaid, together with the RMA. The returned Product must be in the original package and free of any defect or damage caused by shipping. If we determine to repair or replace your Product under the Limited One-Year Warranty, we will pay the return costs for ground shipping. If we reasonably determine that the Product you returned is not defective or does not fall within the Right to Cancel Guarantee, we will contact you and will arrange for reshipment to you at your cost, plus a handling fee equal to 15% of the Product purchase price. If you decline to pre-pay such shipping and handling costs, we are under no obligation to return such non-defective Product to you.

Whether through our Right to Cancel Guarantee or through our Warranty, both described above, you can only make returns as follows:

- Before requesting an RMA, please contact our customer

support through our website.

- If we are unable to solve your problem via email, please request an RMA number. If our customer support determines that you are within your Right to Cancel Guarantee or that your problem qualifies under warranty coverage you will be issued an RMA number.
- Package Products along with a copy of the RMA form.
- Write the RMA number on the outside of the box and send it to the appropriate address based on your specific location. Please do not hand-deliver your product to the addresses provided, even if you are local. These locations are not set up to receive visitors.

Indemnification

You agree to defend, indemnify and hold harmless Wiral and our affiliates, independent contractors and service providers, and each of our respective directors, officers, employees and agents from and against all third-party claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) caused by, arising out of or related to (a) your purchase or use of, or inability to use, the Products; (b) your violation of these Terms or any other applicable terms, policies, warnings or instructions provided by Wiral or a third party in relation to the Products, or (c) your violation of any applicable law or any rights of any third party related to your use of the Products.

Limitations of Liability

SUBJECT TO OUR WARRANTY PROGRAM, THE PRODUCT IS PROVIDED ON AN "AS IS" BASIS AND YOUR USE OF THE PRODUCT IS AT YOUR OWN RISK, AND IN NO EVENT WILL WIRAL BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, USE, PROFITS, DATA, OR GOODWILL) OR COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THESE TERMS OR THE PURCHASE, SALE, USE, OPERATION OR PERFORMANCE OF THE PRODUCTS, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM

BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT WIRAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. YOU AND WIRAL HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL WIRAL'S LIABILITY TO YOU ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THESE TERMS, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE ACTUAL AMOUNT PAID TO WIRAL BY YOU FOR THE PRODUCT THAT GIVES RISE TO THE CLAIM.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Intellectual Property Rights

Wiral has the exclusive and worldwide right to all intellectual property rights related to the products included in the pre-order, whether patentable or not and whether registered or not. This includes but is not limited to the construction, methods, concepts, design, source code, software logs, interface design and trademarks.

Any software installed in the Products (the "Software") is licensed and not sold to Wiral's customers. You may only use this software for its normal, intended use with the Products and in line with these Terms. When we say "sell" and "purchase" in these Terms, we mean "sell" and "purchase" only with respect to the non-software elements of the Product. These Terms apply whether or not they are included with the Products sold hereunder.

Subject to your compliance with these Terms, Wiral grants you a limited, non-exclusive, non-transferable, non-sublicensable license to use the Software as part of your use of the Product for your own personal, non-commercial purposes and for no other purposes. You may not [i] copy, modify or create

derivative works based on the Software; [ii] distribute, transfer, sublicense, lease, lend or rent the Software to any third party; [iii] reverse engineer, decompile or disassemble the Software; or [iv] make the functionality of the Software available to multiple users through any means. Wiral reserves all rights in and to the Software not expressly granted to you under these Terms. All Software is protected by U.S. and international copyright law and treaties.

All the Software and any related documentation are “commercial items” as that term is defined in FAR 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. To the extent that the Products are being acquired by or on behalf of the U.S. Government then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government’s rights in the software and any related documentation will be only those specified in these Terms.

Dispute resolution

These Terms and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions.

For any dispute, claim or controversy with Wiral arising out of or relating to these Terms or the use of the Product [collectively, “Dispute”], you agree to first contact us and attempt to resolve the Dispute with us informally. In the unlikely event that Wiral has not been able to resolve a Dispute with you after 30 days, you and Wiral agree that it shall be settled by binding arbitration, except that each party retains the right: [i] to bring an individual action in small claims court and [ii] to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights [the action described in the foregoing clause [ii], an “IP Protection Action”]; and [iii]

you retain the right to litigate any Dispute other than an IP Protection Action by providing Wiral with written notice of your desire to do so by email or regular mail within thirty days following the date you first accept these Terms [such notice, an “Arbitration Opt-out Notice”]. If you don’t provide Wiral with an Arbitration Opt-out Notice within the 30-day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except as expressly set forth in (i) and (ii) above. The exclusive jurisdiction and venue of any IP Protection Action or, if you timely provide Wiral with an Arbitration Opt-out Notice, will be the state and federal courts located in California and each of the parties hereto waives any objection to jurisdiction and venue in such courts. Unless you timely provide Wiral with an Arbitration Opt-out Notice, you acknowledge and agree that you and Wiral are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Wiral otherwise agree in writing, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this “Dispute Resolution” section will be deemed void.

Except as provided in the preceding sentence, this “Dispute Resolution” section will survive any termination of these Terms. The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes [the “AAA Rules”] then in effect, except as modified by this “Dispute Resolution” section. [The AAA Rules are available at <https://www.adr.org/aaa/faces/rules/searchrules> or by calling the AAA at 1-800-778-7879]. The U.S. Federal Arbitration Act will govern the interpretation and enforcement of this Section.

A party who desires to initiate arbitration must provide the other party with a written demand for Arbitration as specified

in the AAA Rules. [The AAA provides a form Demand for Arbitration at <https://www.adr.org/aaa/faces/services/fileacase/forms>]. The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within 7 days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Unless you and Wiral agree otherwise, the arbitration will be conducted in the county where you reside. If your claim does not exceed 10,000 U.S. dollars, then the arbitration will be conducted solely on the basis of the documents that you and Wiral submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds 10,000 U.S. dollars, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Wiral will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed 75,000 U.S. dollars, Wiral will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11[b]).

If Wiral changes this “Dispute Resolution” section after the date on which you placed your order for a Product, you may reject any such change by sending us written notice within 30 days of the date such change became effective. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Wiral in accordance with the provisions of this Dispute resolution section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

Governing Law and Legal Venue

These Terms are governed by the laws of Norway. Any dispute that is not solved amicably shall be resolved by judicial mediation. If judicial mediation fails, you agree to Oslo District Court as legal venue.

General Terms

These Terms constitute the entire and exclusive understanding and agreement between you and Wiral regarding the purchase of a Product, and these Terms supersede and replace any and all prior oral or written understandings or agreements between us regarding such a purchase.

If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. We may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by us under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to our website. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Wiral's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Wiral. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

These Terms were last updated

CE, FCC AND IC COMPLIANCE

Exposure Statement

This equipment complies with FCC and Canada radiation exposure limits set forth for an uncontrolled environment. This equipment should be installed and operated with a minimum distance of 20cm between the radiator and your body.

This transmitter must not be co-located or operating in conjunction with any other antenna or transmitter.

Déclaration d'IC sur l'exposition aux radiations:

Cet équipement est conforme aux limites d'exposition aux radiations définies par le Canada pour des environnements non contrôlés. Cet équipement doit être installé et utilisé à une distance minimum de 20 cm entre l'antenne et votre corps.

Cet émetteur ne doit pas être installé au même endroit ni utilisé avec une autre antenne ou un autre émetteur.

FCC Compliance Statement

This device complies with Part 15 of the FCC Rules and Industry Canada licence-exempt RSS standard[s]. Operation is subject to the following two conditions:

- [1] this device may not cause harmful interference, and
- [2] this device must accept any interference received, including interference that may cause undesired operation.

Le présent appareil est conforme aux CNR d'Industrie Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes :

[1] l'appareil ne doit pas produire de brouillage, et

[2] l'utilisateur de l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

FCC Interference statement

NOTE: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation.

If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

Radio & Frequency

Frequency bands of the product and maximum output power of transmitter.

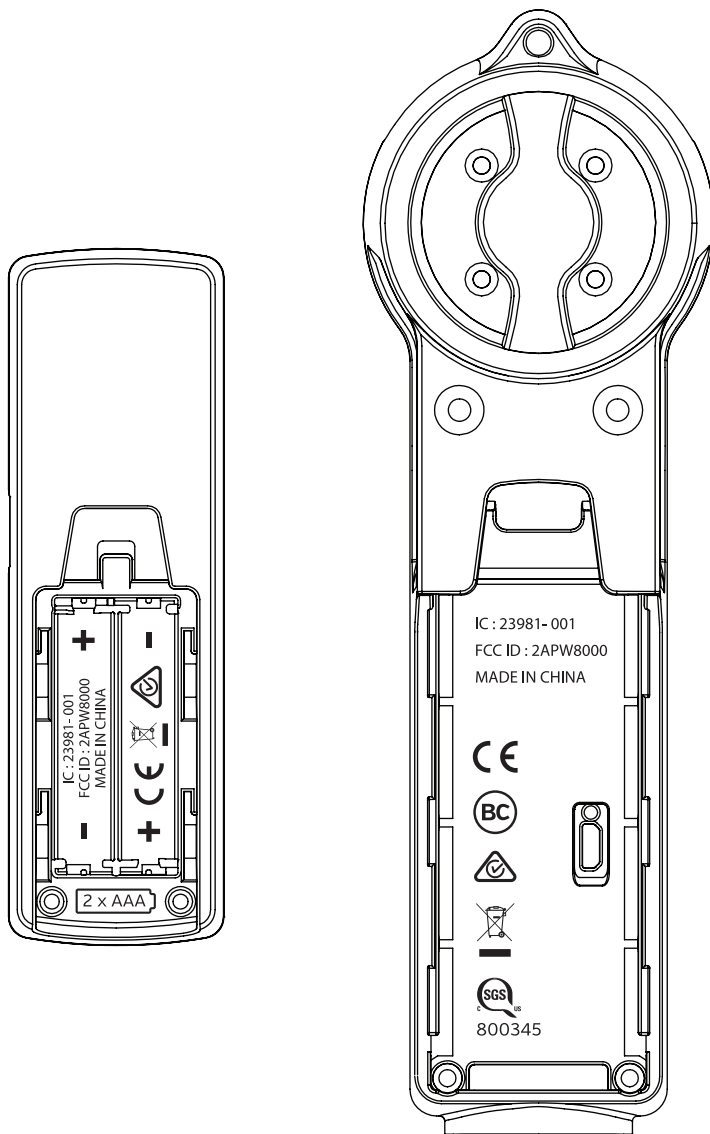
Hereby, Wiral Technologies AS declares that Wiral LITE is in compliance with RED 2014/53/EU. The full text of the EU DOC is available at the following internet address: www.wiralcam.com.

Caution

The user is cautioned that changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

Product markings

The product has been marked according to the regulations. Markings can be found inside the battery compartment in both the main unit and the remote control.





www.wiralcam.com

This content is subject to change.

*Download the latest version at
www.wiralcam.com/wl_usermanual*

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