

## Playermaker

### UNO Terms and Conditions of Sale

These UNO Terms and Conditions of Sale (“**Terms**”) constitute a binding agreement between you and the Playermaker/Motionize affiliate identified in your Device purchase receipt or invoice (“**Playermaker**”) with respect to your online order of the Playermaker UNO product (“**Device**”) via [www.playermaker.com](http://www.playermaker.com) (“**Order**”) and to your use of the Device as further described below. In consideration for your Order, you shall pay the price set forth during the online Device order process (“**Purchase Price**” and the “**Order Process**”, respectively). The Device is accompanied by Playermaker’s UNO mobile application (“**App**”), downloadable at the Google Play or App Store.

Please read the following Terms carefully before purchasing the Device so that you are aware of your legal rights and obligations with respect to Playermaker. By completing your Order, you expressly acknowledge and agree that you are entering a legal agreement with Playermaker and have understood and agree to comply with, and be legally bound by, these Terms.

By accepting these Terms, you also accept Playermaker’s UNO Shipping Policy, available at: [www.playermakeruno.com](http://www.playermakeruno.com) (“**Shipping Policy**”) and Playermaker’s UNO Returns Policy, available at: [www.playermakeruno.com](http://www.playermakeruno.com) (“**Returns Policy**”), which are hereby incorporated into and made part of these Terms, and shall apply to any Order of Devices by you.

1. **Ability to Accept Terms.** By agreeing to these Terms, you represent that you are at least the age of majority in your state or country of residence or, if applicable, that you have given Playermaker your consent to allow any of your minor dependents, if any, to complete an Order pursuant to these Terms. These Terms represent the entire agreement between Playermaker and you with respect to the subject matter hereof, and supersede and replace any and all prior and contemporaneous oral and/or written agreements, understandings and statements between Playermaker and you with respect to such subject matter. You acknowledge and agree that in entering into these Terms you have not relied on any statement or representation (whether negligently or innocently made) not expressly set out in these Terms; for example, statements and explanations in any FAQs or other marketing material on the Playermaker website are for convenience only, and are not binding or a part of these Terms. The language of these Terms is expressly agreed to be the English language. By accepting these Terms you hereby irrevocably waive, to the maximum extent legally permitted, any law or regulation applicable to you requiring that the Terms be localized to meet your language, as well as any other localization requirements.
2. **Payments.** The Purchase Price is exclusive of all taxes, customs and duties applicable to your Order, which shall be solely borne by you. The cost of shipping (if any) shall be as specified during the Order Process. All payments hereunder shall be non-refundable, without derogating from your rights under applicable law. All payments under these Terms shall be made via the payment method specified during the Order Process.
3. **Delivery; Title; Use; Returns**
  - 3.1. Delivery of the Device shall be made in accordance with our Shipping Policy to the delivery address you provided during the Order Process or as separately arranged with Playermaker. Playermaker shall make commercially reasonable efforts to meet the delivery dates specified during the Order Process; however, you acknowledge that delivery may be dependent on third parties outside of Playermaker’s control, and in no event shall Playermaker be liable for any delays.
  - 3.2. Risk of loss of, and damage to, the Device, shall pass to you upon delivery.
  - 3.3. Playermaker shall retain title to the Device until you have paid the full Purchase Price.
  - 3.4. You agree not to remove, alter, or conceal, in whole or in part, any trademarks, service marks, serial numbers, logos, or other proprietary notices or indicia fixed or attached to the Device. Playermaker may, but is not obliged to, provide you with documentation and support services in connection with the Device. You are entitled to use the Device in accordance with any documentation as may be provided to you by Playermaker. You must use the Device in compliance with all applicable law, including export requirements.
  - 3.5. Any return of Devices shall be made only in accordance with the Returns Policy. No returns or refunds will be permitted for straps that are provided with the Device and had been used.
4. **App.** The Device is accompanied by the App. You can download the App separately from the App Store or Google Play. Your right to use the App shall be subject to the App’s End User License Agreement available at:

www.playermaker.com/EULA (“EULA”), and subject further to your compliance with these Terms and full payment of the Purchase Price. The App and Device must be paired together in order to use their respective functionalities. Therefore, the Device cannot be fully utilized without a license to the App, and the App cannot be used without pairing with the Device (except for limited access for sign-up and pairing).

**5. Safe and appropriate use.**

- 5.1. You agree that your use of the App and Device, as well as any results and/or reports obtained in connection therewith, are at your own risk and that you will not use the App and/or Device to violate any applicable law, regulation, policies, or instructions as outlined in this Agreement and you will not encourage or enable any other individual to do so.
  - 5.2. Playermaker does not intend to provide a medical or health advice. If you experience any physical adversity, sickness, injury, pain and/or other medical or physical condition or emergency, you should contact your health care professional or seek emergency care with a medical professional.
  - 5.3. In any event, if we become aware of unlawful or prohibited use of our App and/or Device or behavior, we reserve the right to report it to the relevant authorities.
6. **Device Offerings.** Playermaker may have limited quantities of the Device and shall have no obligation to accept any order until the transaction is final and approved, as confirmed by Playermaker (“**Acceptance**”). Prior to Acceptance, (i) the Purchase Price and other payments hereunder are subject to change without notice; (ii) Playermaker reserves the right to modify or discontinue the Device (or any part or content thereof) without notice at any time; and (iii) Playermaker shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Device. Playermaker has made every effort to display as accurately as possible the colors and images of the Device. Playermaker cannot guarantee that your computer monitor’s display of any color will be accurate. Playermaker reserves the right, but is not obligated, to limit the sales of the Device to any person, geographic region or jurisdiction; Playermaker may exercise this right on a case-by-case basis. Any offer for the Device is void where prohibited.
  7. **Errors, Inaccuracies and Omissions.** Occasionally, there may be information on Playermaker’s website or in the Order Process that contains typographical errors, inaccuracies or omissions, that may relate to Device descriptions, pricing, promotions, offers, Device shipping charges, transit times and availability. Playermaker reserves the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel Orders if any such information is inaccurate at any time without prior notice (including after you have submitted your Order). Playermaker undertakes no obligation to update, amend or clarify information in the Order Process or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Order Process or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.
  8. **Accuracy of Billing and Account Information.** Playermaker reserves the right to refuse any Order you place with Playermaker. In the event that Playermaker makes a change to, or cancels, an Order, Playermaker may attempt to notify you by contacting the e-mail and/or billing address and/or phone number provided at the time the Order was made. Playermaker reserves the right to limit or prohibit Orders that, in Playermaker’s sole judgment, appear to be placed by dealers, resellers or distributors. You agree to provide current, complete and accurate purchase and account information for all Orders made from Playermaker. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that Playermaker can complete your transactions and contact you as needed.
  9. **Intellectual Property Rights.** All right, title and interest in the underlying technology of the Device and all intellectual property rights evidenced by or embodied in and/or attached/connected/related to the Device and App, including all anonymous performance results generated under by the Device and App, are and shall remain the exclusive property of Playermaker and/or its licensors. Furthermore, except as expressly permitted herein or in the EULA, you shall not use Playermaker’s copyrights, trademarks, trade names, or other intellectual property in any manner. Nothing in these Terms constitutes a waiver of Playermaker’s intellectual property rights under any law.
  10. **Payment Processing Service.** Payments are processed through the third-party e-commerce platform and payment processing service (made available by Stripe.com (“**Payment Processor**”), and, in addition to these Terms, are subject to the applicable provisions of the Payment Processor’s Terms of Service, available at: <https://stripe.com/ssa>.
  11. **Data and Privacy.** Playermaker will use personal information that Playermaker will collect or obtain in connection with the Device and Orders made by you in accordance with Playermaker’s Privacy Policy, which is available at

www.playermaker.com/privacy (“**Privacy Policy**”). Please read the Privacy Policy to learn more about how we collect, access, use, process and/or disclose your personal information. Please also be aware that certain personal information and other information provided by you in connection with your use of the Device may be stored on the mobile device on which you use the App (“**Mobile Device**”), even if Playermaker do not collect such information.

12. **Warranty Disclaimers.** EXCEPT AS EXPLICITLY SET FORTH IN THESE TERMS, THE DEVICE IS PROVIDED “AS IS”. PLAYERMAKER DOES NOT WARRANT THAT THE DEVICE WILL MEET YOUR REQUIREMENTS, THAT THE DEVICE WILL OPERATE IN THE COMBINATIONS WHICH YOU MAY SELECT FOR USE, THAT THE OPERATION OF THE DEVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERROR CONDITIONS WILL BE CORRECTED. ADDITIONALLY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, PLAYERMAKER DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, AND NON-INFRINGEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THESE TERMS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU. WITHOUT DEROGATING FROM THE GENERALITY OF THE FOREGOING, PLAYERMAKER DOES NOT OFFER ANY WARRANTY WITH RESPECT TO STRAPS THAT ARE PROVIDED TOGETHER WITH THE DEVICE or purchased separately.
13. **Limitation of Liability.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE LIABILITY, IF ANY, OF PLAYERMAKER OR ANY OF ITS AFFILIATES FOR DAMAGES RELATING TO THE DEVICE OR OTHERWISE ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH, YOUR USE OF, OR INABILITY TO USE, THE DEVICE, OR WITH THESE TERMS OR YOUR ORDER, EXCEED THE PRICE PAID BY YOU FOR THE DEVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, NEGLIGENCE, DEVICES LIABILITY, TRADE PRACTICES, OR OTHERWISE. IN NO EVENT SHALL PLAYERMAKER OR ANY OF ITS AFFILIATES BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF ANTICIPATED SAVINGS, OR OTHER ECONOMIC LOSS, ANY LOSS OF, OR DAMAGE TO, DATA, REPUTATION, OR GOODWILL; AND/OR THE COST OF COVER, OR OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.
14. **Miscellaneous.**
  - 14.1. No delay or failure by Playermaker to enforce at any time or for any period of time any of the provisions of these Terms, or to exercise any right, power, or remedy accruing to such party, shall impair any such right, power or remedy nor constitute a waiver of such provisions or the right of that party to enforce each and every provision.
  - 14.2. At Playermaker’s sole discretion, any Playermaker obligation hereunder may be performed (in whole or in part), and any Playermaker right or remedy may be exercised (in whole or in part), by any person, organization or entity controlling, controlled by, or under common control with, Playermaker, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, organization or entity, whether through the ownership of voting securities or by contract or otherwise.
  - 14.3. These Terms shall be governed and construed in all respects in accordance with the laws of England and Wales without giving effect to the principles thereof relating to conflict of laws. The competent courts in London, England shall have exclusive jurisdiction to hear all disputes arising in connection with these terms which cannot be amicably resolved, and no other courts shall have jurisdiction whatsoever in respect of any such disputes.
  - 14.4. You may not assign any of your rights or obligations under these Terms nor transfer the Device to any person without Playermaker’s prior written consent. Playermaker may assign these Terms at its discretion.
  - 14.5. Playermaker shall not be responsible for any failure to perform any obligation hereunder because of any (i) act of God, (ii) war, riot or civil commotion, (iii) governmental acts or directives, strikes, work stoppage, or equipment or facilities shortages, and/or (iv) other cause beyond Playermaker’s reasonable control.

14.6. If any provision in these Terms is deemed to be invalid or unenforceable, the remaining provisions of these Terms shall remain in full force and effect.

*Last Updated: September, 2020*