

GridPlus Store Terms of Sale

Effective Date: May 10, 2019

Welcome to the online GridPlus Store (the “**Store**”) provided by GridPlus Inc., a Delaware corporation (“**GridPlus**” or “**we**”). Your purchase of devices, accessories or any other items (any such device, accessory or item, a “**Device**”) from the Store constitutes your agreement to be bound by these Terms of Sale and any terms incorporated by reference, including the terms of any limited warranty offered by GridPlus, whether online or accompanying the product, and any other applicable terms in our [Warranty](#) (the “**Terms**”).

We reserve the right to change and/or amend these Terms from time to time as we may see fit. As such, you should check these Terms prior to placing any order on the Store. Changes will not apply to any already existing contracts unless the applicable law requires.

Please read the Terms carefully. Your purchase of a Device requires that you agree to these Terms. If you do not understand the Terms or do not accept any part thereof, do not place an order.

1. GridPlus Services

When you use any GridPlus services through your Device, your use is subject to the applicable terms and conditions for those services, including the [GridPlus Website Terms of Use](#). Note that GridPlus services and content may vary by region. All features, functionality and other product specifications are subject to change without notice or obligation.

2. Additional GridPlus Product Terms

2.1 The purchase and use of GridPlus products are subject to additional terms and conditions found at [Software License Agreement](#) (the “**Software License Agreement**”) and [Warranty](#) (the “**Warranty**”).

2.2 Making unauthorized modifications to the firmware on a Device violates the Device software license agreement. We recommend that you do not do so. If you are unable to use your Device due to an unauthorized software modification, its repair will not be covered under the warranty.

3. Privacy

3.1 Please refer to our [Privacy Policy](#) for more information on how GridPlus collects, uses and shares the information we receive from you.

3.2 GridPlus may provide information about you to third parties to detect, prevent or otherwise address fraud, security or technical issues.

4. Ordering and Payments

4.1 You may use only valid payment methods acceptable to us (as described below) to complete a purchase from the Store. By providing a credit card or other payment method accepted by us, you represent and warrant that you are authorized to use the designated payment method. When you place an order on the Store, you authorize us (or our third-party payment processor) to charge the designated payment method you have chosen for the total amount of your order, including any applicable taxes and other charges detailed at checkout. If your payment method cannot be verified, is invalid, or is otherwise unacceptable, your order may be suspended or cancelled. You must resolve any problems we encounter to proceed with your order.

4.2 GridPlus reserves the right to reject all or part of an order and may refuse to ship Devices to you for reasons such as: (a) if we detect suspicious or fraudulent activity in violation of these Terms; (b) if you do not live in a country from which Devices may be purchased; (c) if you order more than the permitted maximum number of Devices; or (d) you reside outside the United States, European Union or Singapore (collectively, the “**Covered Jurisdictions**”). GridPlus may also require additional qualifying information prior to accepting or processing any order. Once we receive your order that was placed on the Store, we will provide you with an email order confirmation. Your receipt of an order confirmation, however, does not signify GridPlus’ acceptance of your order, nor does it constitute confirmation of our offer to sell; we are simply confirming that we received your order. GridPlus reserves the right at any time after receiving your order to accept or decline your order for any reason. If GridPlus cancels an order after you have already been billed, GridPlus will refund the billed amount.

4.3 You may make your payment in U.S. dollars (USD) using your credit card or you may pay with supported cryptocurrencies.

4.4 Credit card payments are processed by a third party payment gateway provider (the “**Credit Card Payment Gateway**”). The Credit Card Payment Gateway at the time of writing is Shopify Inc. and may change from time to time. Only certain credit cards are supported. Please see <https://www.shopify.com/payments> for more information regarding Shopify. By paying with a credit card, you additionally agree to the terms and conditions of Shopify. You acknowledge that the Credit Card Payment Gateway is solely responsible for the processing of your payment and for any information you filled in during the payment procedure.

4.5 Cryptocurrency payments are processed by a third party payment gateway provider (the “**Cryptocurrency Payment Gateway**”). The Cryptocurrency Payment Gateway at the time of writing is Coinpayments, Inc. and may change from time to time. Only certain cryptocurrencies are supported. Please see <https://www.coinpayments.net/> for more information on CoinPayments. By paying with cryptocurrencies, you additionally agree to the terms and conditions of Coinpayments and you represent and warrant that you understand the inherent risks associated with using or interacting with cryptocurrencies and cryptographic platforms, including without limitation the irreversibility of transactions, the inability to recover lost or stolen private keys, security vulnerabilities in smart contracts and costs and delays due to the operation of the underlying blockchain, including mining fees and processing times. You acknowledge that the Cryptocurrency Payment Gateway is solely responsible for the processing of your payment and for any information you filled in during the payment procedure. The Cryptocurrency Payment Gateway will calculate the amount of cryptocurrency payable based on the exchange rates selected by them at the time of the payment.

4.6 Unless stated otherwise herein, your payment includes the product price, shipping costs, taxes and other applicable costs and expenses specified at checkout; provided that, if you pay with cryptocurrencies, there may be cryptocurrency transaction fees that may be charged by the Cryptocurrency Payment Gateway and/or the applicable cryptocurrency network.

5. Prices and Taxes

5.1 The Device price displayed on the Store does not include any shipping charges or taxes. Information about shipping charges will be presented at checkout before you place your order. All prices displayed on the Store are subject to change at any time without notice.

5.2 Applicable taxes, including sales tax, will be presented at checkout or on the Device description page, and such taxes are estimated and may be subject to change until you are charged. You are solely

responsible to consult your state and local tax and custom laws to determine compliance with tax and custom laws and regulations in your area and pay the outstanding taxes and duties, including VAT, if applicable, according to your tax and customs residential law.

5.3 Prices shown are in U.S. dollars. If you are paying for your order with an international credit card, the purchase price may fluctuate with exchange rates. In addition, your bank or credit card issuer may also charge you foreign conversion charges and fees, which may also increase the overall cost of your purchase. Please contact your bank or credit card issuer regarding these fees.

6. Delivery

6.1 We may not be able to deliver to all locations. We are only currently able to deliver within the Covered Jurisdictions. If GridPlus does not ship a Device to the address you provided, you will be sent a notice and you will not be charged for your order.

6.2 If a Device cannot be successfully delivered to you, the Device should be returned to GridPlus. In that case and once GridPlus receives the return shipment, you will not be charged for the Device (or charges already incurred will be reversed using the initial payment method or otherwise in accordance with the Terms), but you may be charged for shipping and transaction fees if you paid with cryptocurrencies (and such charges may not be reversed).

6.3 If GridPlus successfully delivers your Device to the address specified in your order, you will not be entitled to a refund or replacement Device. If you do not receive your Device, please contact the GridPlus support team.

6.4 Any delivery dates or times provided by GridPlus (or a delivery agent) are estimates only and are not guaranteed. Since the actual delivery of your order can be impacted by many events beyond GridPlus' control once it leaves our facilities, GridPlus cannot be held liable for late deliveries.

7. Support

7.1 Please refer to help@gridplus.io to learn more about any support offered by GridPlus in connection with your Device. The GridPlus support team will only provide support if you are located in a supported country with order management or technical support.

8. Availability and Order Limits

8.1 All Devices offered on the Store are subject to availability. We reserve the right to discontinue offering certain Devices without prior notice or to change quantities available for purchase at any time, even after you place an order. Furthermore, there may be occasions when GridPlus confirms your order but subsequently learns that it cannot supply the ordered product. In the event we cannot supply a product you ordered, we will cancel the order and refund your purchase price.

8.2 Certain products have quantity limits. You may not order more than the maximum number of Devices that we specify on a product page or in a product description. For example, the product description or product page may contain a maximum order limit for a particular Device.

9. Pricing Mistakes

9.1 We try very hard to make sure there are no mistakes in the prices that appear on the Store. In the unlikely event that a mistake happens, you agree that GridPlus will not be bound by that incorrect price and may cancel your order. If a mistake is discovered and you haven't been charged yet, we will let you

know the correct price, and you will be given the option to continue with your order at the correct price or cancel it.

10. Promotions

10.1 GridPlus may offer promotions or promotional prices for the sale of Devices. If so, any terms applicable to such promotional offers or prices will govern the offer.

11. Import and Export

11.1 The Device may be subject to import and export control laws and regulations in the United States and elsewhere. You must comply with all domestic and international import and export laws and regulations that apply in connection with the Device. These laws may include restrictions on destinations, users, purchase, sales, and end use.

11.2 You acknowledge that you are responsible for any import taxes, including VAT, on Devices sold, invoiced or shipped outside the United States, and that we do not collect such taxes on your behalf.

11.3 You hereby waive your right to claim that the tax and/or custom duties collected on any purchase are incorrect in any respect and agree to hold harmless GridPlus, its officers, directors, employees, agents and representatives, for any harm or other damages you may incur as a result of our error in calculating the taxes or custom duties you owe for your purchases.

12. Use of the Device

12.1 Please read any instructions that come with the Device, including instructions that may be available online. You agree to comply with any agreements applicable to your use of the Device or any software on the Device, which, in each case of the Lattice1 Device and the GridPlus Mobile Wallet Application, includes the Software License Agreement.

13. Device Technical Specifications; Risks

13.1 Battery life for your Device, as described in any Device description page, will depend on Device settings, usage, and many other factors. Battery tests are conducted using specific Device units; actual results may vary. Devices with storage capacity may be preformatted with operating system software and other files. As a result, actual formatted capacity will be less than the memory listed in any Device description.

13.2 AS PART OF THE SECURITY MECHANISM OF THE LATTICE1 DEVICE, CERTAIN COMPONENTS OF THE DEVICE ARE ENCLOSED IN A WIRE MESH PROTECTED BY A TAMPER-MONITORING MICROCONTROLLER (COLLECTIVELY, THE "**SECURITY MODULE**"). THE SECURITY MODULE IS POWERED BY A PRIMARY CELL LITHIUM BATTERY (THE "**MESH BATTERY**"). YOU UNDERSTAND THAT IF YOU REMOVE ANY COMPONENTS THAT RELATE TO THE SECURITY MODULE, INTERFERE WITH THE SECURITY MODULE OR OTHERWISE TAMPER WITH THE LATTICE1 DEVICE, DAMAGE THE DEVICE IN SUCH A WAY AS TO IMPAIR THE SECURITY MODULE OR IF THE MESH BATTERY IS DAMAGED OR BECOMES DEPLETED, THE DEVICE WILL AUTOMATICALLY DESTROY ANY INFORMATION STORED IN THE DEVICE AND THE DEVICE WILL BECOME PERMANENTLY UNUSABLE. YOU AGREE TO EXERCISE CAUTION WHEN USING THE DEVICE AND YOU ACKNOWLEDGE AND ACCEPT THESE RISKS AND LIMITATIONS.

14. Return Policy

14.1 You must comply with the following conditions if you want to return a functioning Device for a refund:

- I. We only accept returns for Devices that (a) have not been used, (b) are in their original, undamaged and unmarked condition and (c) are sealed in their original packaging with all original materials provided in their complete condition. Please include all accessories and packaging along with the original receipt. We will inspect all returned Devices before we can provide a refund.
- II. If you return a Device with the original packaging broken or tampered with, you acknowledge that the Device will have diminished in value and you may not be awarded a full refund or any refund at all.
- III. If you do not qualify for a full refund for any reason, we may, at our sole discretion, grant you a partial refund.
- IV. You can only return Devices within 14 calendar days after the day you received it.
- V. Devices can be returned only in the country in which they were originally purchased.
- VI. SafeCards, gift cards and electronic software downloads are not eligible for return.
- VII. In the case of items returned with a gift receipt, GridPlus will only be able to offer you store credit.

14.2 We will refund the payment method that you paid minus a restocking fee (\$40 in the case of Lattice1 Devices) and minus any transaction fees (if the refund method includes cryptocurrencies). The restocking fee will be taxed in certain countries and states. Restocking fees do not apply when a Device is returned because the item was defective when it was initially received by the consumer or because the incorrect item was delivered.

14.3 In the case of credit card payments, we will refund the payment to the cardholder's credit card account.

14.4 In the case of cryptocurrency payments, we will refund the payment in either cash or Bitcoin (irrespective of the cryptocurrency you used to make the payment), in our sole discretion. If we elect to refund you in cash, we will mail you a check to the mailing address you provided in your order. If we elect to refund you in Bitcoin, we will send Bitcoin to your Bitcoin address. Please provide your Bitcoin wallet address when you submit your return if you paid with cryptocurrencies. Any refund in Bitcoin is calculated from the U.S. dollar value of your payment. Notwithstanding anything herein to the contrary, the dollar value of any refund in Bitcoin will not exceed the U.S. dollar value of your payment. The amount of Bitcoin that will be refunded to you will be calculated using the greater of the prices (in U.S. dollar) set forth on (x) <https://www.coinbase.com> and (y) <https://gemini.com> at the time we process the refund. You are responsible for any cryptocurrency transaction fees that may be charged by the cryptocurrency payment gateway that we use and/or the applicable cryptocurrency network, and we will subtract such transaction fees from the refund amount. You acknowledge that Bitcoin transactions, by their nature, are not reversible and we are unable to reverse any refunds that were transmitted to an incorrect wallet address. As such, you acknowledge that you are solely responsible for the correctness of your Bitcoin wallet address and that you agree that you bear any consequences or financial loss incurred in connection with providing incorrect payment instructions to us.

14.5 If you redeemed GRID tokens to obtain a discount on your purchase, you will not receive any GRID tokens in your refund nor will you be refunded the dollar amount of such GRID tokens. All GRID tokens that are redeemed will have been burned and cannot be recovered.

14.6 If you think your Device is defective, see Section 17 for more information.

15. Data

15.1 You are responsible for managing any data stored on your Device, including, for example, deleting, transferring and creating back-ups of such data. For example, if you decide to return the Device, or if you have to send a Device to us for any reason at all, it is your responsibility to erase all personal or other data on the Device before sending it to us. We will not be responsible for any use or disclosure of any data that resides on a Device.

15.2 Before returning the Device, you are responsible for making sure you have your recovery seed and if possible, deleting all data from the Device. We are unable to recover any data or private keys from a Device. We are not responsible for damages to or loss of any data stored on the Device that may be caused by our inspection.

16. Resale and Warranty

16.1 The limited warranty in the Device box and in the Warranty is only for the benefit of the end user and not resellers. In addition, your rights hereof are non-transferable and are enforceable only by you as the original purchaser. Any product that has not been purchased as new from us is expressly excluded from the scope of the Warranty.

17. Defects; Warranties; Disclaimer of Warranties

17.1 If the Device is or becomes defective through no fault of your own, you may have statutory rights such as repair or replacement of the defective Device, or in some cases, a price reduction, or the right to cancel the contract for a refund.

17.2 If you have a defective Device, please refer to the Warranty and contact us at help@gridplus.io within the warranty period specified therein.

17.3 If the Device is manufactured by a third party, we may refer you to the applicable manufacturer of the Device for support with Device defects.

17.4 If we provide you with a replacement Device, you agree that we may exchange the defective Device with a new or refurbished Device. We may require that you return the defective Device before sending you a replacement. You must ensure that the correct Device is returned to us. You will not receive a replacement until we have received the correct device. If you provide you with an advanced replacement (at our discretion) Device before we receive your defective Device, and you do not return the defective Device within the time communicated to you in notification emails, you authorize us to charge your original form of payment for the full value of the replacement Device.

17.5 Nothing in this section affects your legal rights under statutory or applicable laws. Unless otherwise required under applicable laws, GridPlus may only provide warranty support for Devices manufactured by GridPlus that are located in a supported country.

17.6 OTHER THAN THE WARRANTIES REFERRED TO IN THE WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GRIDPLUS AND THE DEVICE MANUFACTURERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER

EXPRESS OR IMPLIED, REGARDING ANY DEVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

18. Limitation of Liability

18.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GRIDPLUS AND ITS SUBSIDIARIES AND AFFILIATES, INCLUDING SUPPLIERS (COLLECTIVELY, "**GRIDPLUS PARTIES**") SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU IN CONNECTION WITH THE DEVICE OR THESE TERMS, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT A GRIDPLUS PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE GRIDPLUS PARTIES' AGGREGATE LIABILITY IN CONNECTION WITH THE DEVICE OR THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO GRIDPLUS UNDER THESE TERMS.

18.2 Some states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

19. Device Features Outside of GridPlus' Control

19.1 You acknowledge that no Device comes with a cellular data plan, a wireless service plan or other Internet connectivity service. You are solely responsible for obtaining any access to the Internet or wireless service through an Internet connectivity service provider ("**Internet Service Provider**") whose service is compatible with the Device.

19.2 If your Device includes WiFi functionality that allows you to access the Internet, you understand that you will need access to a compatible WiFi access point.

19.3 You agree that, GridPlus has no responsibility for the provision of Internet connectivity services, or the terms under which Internet Service Providers may offer those services. Internet Service Providers may charge you for usage and other fees that GridPlus does not control.

19.4 You understand that the Device may only be compatible with certain hardware accessories manufactured by third parties, and GridPlus makes no warranty with respect to such third-party hardware accessories or their compatibility with the Device.

19.5 Returning the Device, in accordance with these Terms, does not cancel your service contract with your Internet Service Provider, if applicable, so you must contact your Internet Service Provider (and any other applicable service provider(s)) directly to cancel such service(s).

20. Governing Law and Jurisdiction

20.1 These Terms and any dispute of any sort that might arise between you and us will be governed by the laws of the State of Texas, without giving effect to conflict of law rules. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. Claims arising out of or relating to these Terms will be subject to the exclusive jurisdiction and venue of the courts in a Federal District Court or a Texas state court located in Travis County, Texas, U.S.A.

21. Changes to the Terms

21.1 The Terms in effect at the time you place an order for the Device will apply to such order and Device. GridPlus reserves the right to make changes to these Terms from time to time, and any such changes will apply to future orders.

22. Events Beyond Reasonable Control

22.1 Neither party will be responsible for any delay or failure to comply with these Terms if the delay or failure arises from any cause which is beyond its reasonable control, including without limitation acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, cyber attacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

23. No Waiver

23.1 If you do not comply with these Terms, and we do not take action right away, this does not mean that we are giving up any rights that we may have (such as taking action in the future).

24. Severability

24.1 If it turns out that a particular term is not enforceable, this will not affect any other terms.