

# **RHINO Terms and Conditions**

## **Overview**

These terms and conditions (“Agreement”) govern the sale of mobile devices (“Products”) by RHINO MOBILITY LLC (“Seller” or “Rhino”) to the purchaser (“Buyer”) and constitute a binding agreement between the Seller and the Buyer. By placing an order for the Products, you agree to the terms and conditions below (the “Terms”).

## **1. Product Description**

The Seller warrants that the Products shall be new, genuine, and free from defects in materials and workmanship. The Products shall be as described on the Seller’s website or other documentation provided by the Seller.

## **2. Price and Payment**

The price for the Products shall be as stated on the Seller’s website or other documentation provided by the Seller. The Buyer shall pay the full price of the Products at the time of purchase. Payment shall be made using the payment methods accepted by the Seller, as listed on the Seller’s website or other documentation provided by the Seller.

## **3. Shipping**

The Seller shall deliver the Products to the Buyer at the delivery address specified by the Buyer at the time of purchase. The Seller shall use reasonable efforts to deliver the Products within the timeframe specified on the Seller’s website or other documentation provided by the Seller. The Seller shall not be liable for any delay in delivery that is beyond its reasonable control. The seller is not responsible for any errors, omissions or misdirected or lost orders, or orders which may be delayed. Any delivery dates we provide you either on the site or in any communications (e-mails, order confirmations, etc.) are estimates only.

## **4. Risk of Loss**

Title to and risk of loss or damage to any physical products you purchase will pass to you when Seller ships it from one of its warehouses. Title to any digital Products will pass to you when we provide you with a link, license key, or activation code.

## **5. Warranties and Disclaimers**

The Seller warrants that the Products shall be new, genuine, and free from defects in materials and workmanship. The warranty period shall be as stated on the Seller’s website or other documentation provided by the Seller. This warranty is in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. The Buyer’s exclusive remedy for breach of this warranty shall be the repair or replacement of the Products, at the Seller’s option.

## **6. Limitation of Liability**

The Seller shall not be liable for any incidental, consequential, or special damages arising out of or in connection with the sale or use of the Products. The Seller’s liability for any claim related to the sale or use

of the Products shall be limited to the purchase price of the Products.

## **7. Returns and Refunds**

The Buyer may return the Products for a refund within the timeframe specified on the Seller's website or other documentation provided by the Seller. The Products must be returned in their original condition and packaging. The Buyer shall be responsible for the cost of return shipping.

## **8. Wireless and Other Third-Party Services**

You may have agreed to terms and conditions with a third party for services such as content, cloud storage, wireless services, or Premium Care ("Third Party Software or Services"). Returning your Product will not automatically cancel any third-party service, including wireless service that you activated in connection with your purchase. You may be required to register or enroll with the provider in a manner solely determined by the provider. Your use of the Third Party Services is subject to terms and conditions (including privacy policies) determined solely by the provider.

THIRD PARTY SOFTWARE OR SERVICES ARE PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND. RHINO AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OR GUARANTEES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, REGARDING THE THIRD PARTY SOFTWARE OR SERVICES, AND TO THE EXTENT PROHIBITED BY LAW, SPECIFICALLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE PREVIOUS DISCLAIMER, RHINO AND ITS LICENSORS DO NOT REPRESENT, WARRANT OR GUARANTEE THAT THE THIRD PARTY SOFTWARE OR SERVICES WILL (I) BE COMPATIBLE WITH YOUR HARDWARE OR SOFTWARE, (II) OPERATE IN AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE MANNER, (III) WILL ALWAYS BE AVAILABLE OR FREE FROM ALL HARMFUL COMPONENTS OR ERRORS, INCLUDING BUT NOT LIMITED TO VIRUSES, INTERFERENCES, CORRUPTION OR OTHER SECURITY INSTRUCTIONS, OR (IV) WILL BE SECURE OR IMMUNE (INCLUDING THE CONTENT DELIVERED TO YOU OR THE INFORMATION YOU PROVIDED) FROM HACKING OR OTHER UNAUTHORIZED ACCESS.

TO THE EXTENT PROHIBITED BY LAW, IN NO EVENT SHALL RHINO OR ITS LICENSORS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF RHINO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, NEGLIGENCE, PERSONAL INJURY, PRODUCT LIABILITY, INFRINGEMENT OR ANY OTHER THEORY, REGARDLESS OF WHETHER OR NOT RHINO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION AND WAIVER ALSO APPLIES TO ANY CLAIM YOU MAY BRING AGAINST ANY OTHER PARTY TO THE EXTENT THAT RHINO WOULD BE REQUIRED TO INDEMNIFY SUCH PARTY FOR ANY CLAIM. IN NO EVENT SHALL RHINO AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT EXCEED THE PURCHASE PRICE OF THE APPLICABLE CONTENT. RHINO HAS NO LIABILITY FOR ANY OF YOUR DATA THAT IS LOST OR CORRUPTED THROUGH USE OF THE THIRD-PARTY SOFTWARE OR SERVICES; YOU ARE RESPONSIBLE FOR MAINTAINING BACKUPS OF YOUR DATA.

Returning any hardware Product will not automatically cancel any Third-Party Software or Services, including wireless service that you activated in connection with your purchase. You should refer to the terms and conditions that govern any Third-Party Software or Service.

Third Party Software or Service may be delivered to you by Rhino in the form of a download link, license key, activation code, email, via upload directly onto your purchased Product, or other electronic delivery method.

## **9. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any dispute arising out of or in connection with this Agreement shall be resolved through arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. These Terms will not be governed by the UN Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Notwithstanding the foregoing, we may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any court of competent jurisdiction.

## **10. Entire Agreement**

This Agreement constitutes the entire agreement between the Seller and the Buyer and supersedes all prior negotiations, understandings, and agreements between the parties with respect to the subject matter hereof.

## **11. Severability**

If any provision of these Terms is deemed to be invalid, illegal or unenforceable (in whole or in part), then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

## **12. No Waiver**

If we do not exercise or enforce any legal right or remedy which is set out in these Terms or which we have the benefit of under any applicable law, this will not be construed as a formal waiver of our rights or remedies and such rights or remedies will remain available to us.

## **13. Modification**

This Agreement may be modified only by a written instrument executed by both the Seller and the Buyer.

By purchasing the Products, the Buyer acknowledges that they have read and understood this Agreement and agrees to be bound by its terms and conditions.