

DIGIWRIST TECHNOLOGY, INC.

TERMS AND CONDITIONS OF SALE

These Terms of Sale ("Terms") govern all orders ("Order" or "Orders") placed by you for the purchase or lease of DigiWrist products, equipment, and services ("Products"). Whether an Order is placed via the DigiWrist website, over the phone, through a purchase order, or by other means, these Terms are binding. By placing an Order, you ("Customer") acknowledge and agree to abide by these Terms, forming an agreement ("Agreement") for each individual purchase. The Customer represents that they possess the legal authority to enter into this Agreement. This Agreement is between the Customer and DigiWrist Technology, Inc. A Nevada Corporation ("DigiWrist").

- **Order Placement.** DigiWrist retains the right to refuse, limit, or cancel any Order at its sole discretion, even after it has been placed. DigiWrist may also require additional information to process or approve an Order. Although DigiWrist typically confirms Orders via email, an email confirmation alone does not constitute acceptance or confirmation of a sale. Pricing for Products is subject to change at any time without notice.
- **Resale Restrictions.** DigiWrist sells Products to end-users only and reserves the right to refuse any Orders suspected of being placed for resale purposes. Customer hereby agrees to use DigiWrist Product solely for its intended purposes.
- **Intellectual Property Rights.** All intellectual property rights associated with the Products remain with DigiWrist. The Customer acknowledges that no ownership rights are conveyed through the purchase of the Products.
- **Limited Warranty.** DigiWrist provides a limited warranty ("Limited Warranty") that covers defects in materials and workmanship for twelve (12) months from the delivery date, provided that the Products are installed, operated, and maintained

according to DigiWrist's instructions. The Limited Warranty does not apply to Products damaged due to improper use, accidents, modifications, or natural disasters. To make a claim, the Customer must notify DigiWrist within the warranty period and follow the return authorization process. All purchases are subject to the warranty terms and conditions. Any item not manufactured by DigiWrist, such as chargers, tablets, or fabrics, is subject to a thirty (30) day warranty only.

- Disclaimer. EXCEPT FOR THE LIMITED WARRANTY, DIGIWRIST DISCLAIMS ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- Taxes. The Customer is responsible for any applicable sales, use, excise, value-added, and other taxes or levies arising from the purchase or delivery of the Products, as the purchase price does not include such amounts.
- Delivery and Risk. Once a common carrier chosen by DigiWrist accepts the shipment, the delivery is considered complete, and the risk of loss is transferred to the Customer. Title of the Products transfers upon full payment. Shipping costs, taxes, duties, and fees are the responsibility of the Customer. DigiWrist reserves the right to ship the Products in one or more installments. The delivery timeline provided is only an estimate and is subject to DigiWrist receiving full payment. Delivery delays caused by events beyond DigiWrist's control, including but not limited to labor disputes, accidents, or government actions, may result in order termination. If this occurs, DigiWrist's obligations under the affected Order will cease, except for Products already shipped. The Customer remains responsible for accepting and paying for Products that have been shipped.

- Payment, Refunds. You agree to pay all applicable charges under these Terms, including any applicable taxes or charges imposed by any government entity, and that DigiWrist Technology, Inc. may change its pricing at any time. There are no refunds for payments made once service has been rendered. If you dispute any charge made for your use of the Services, you must notify DigiWrist Technology, Inc. in writing within fifteen (15) days of any such charge; failure to so notify DigiWrist Technology, Inc. shall result in the waiver by you of any claim relating to any such disputed charge. Charges shall be calculated solely based on invoicing records maintained by DigiWrist Technology, Inc. for purposes of billing. No other measurements or statistics of any kind shall be accepted by DigiWrist Technology, Inc. or have any effect under these Terms.

- Miscellaneous. You will be responsible for all reasonable expenses (including attorneys' fees) incurred by DigiWrist Technology, Inc. in collecting unpaid amounts under these Terms. These Terms shall be governed by the laws of the State of Utah, except for its conflicts of laws principles. Any dispute or claim arising out of or in connection with these Terms shall be adjudicated in Utah County, Utah. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and any non-DigiWrist Technology, Inc. purchase order, invoice or other document relating to the subject matter hereof and any additional terms contained therein shall be null and void. Each party hereto is duly authorized to enter into and agree to these Terms and perform its obligations hereunder. Any modifications to these Terms must be made in a writing approved by DigiWrist Technology, Inc. and executed by both parties. Unless otherwise expressly set forth herein, any notices shall be sent to (a) in the case of DigiWrist Technology, Inc.: c/o DigiWrist Technology, Inc., with a copy to the DigiWrist Technology, Inc. Legal Department; and (b) in your case, to the address then on record with DigiWrist Technology, Inc. for your account. Notice shall be given via (x) confirmed facsimile, with a copy sent via first class or air mail; or (y) overnight courier, and such notice

shall be deemed given upon receipt. The waiver of any breach or default of these Terms will not constitute a waiver of any subsequent breach or default. If any provision herein is held unenforceable, then such provision will be modified to reflect the parties' intention, and the remaining provisions of these Terms will remain in full force and effect. Customer may not resell, assign, or transfer any of its rights hereunder. Any such attempt may result in termination of these Terms, without liability to DigiWrist Technology, Inc.. This Agreement shall be construed as if both parties jointly wrote it.

- Cancellations and Returns. Orders can be canceled or modified before shipment. Unopened Products can be returned for a refund within 30 days from the purchase date. Opened or used items are subject to a 10% restocking fee and are not eligible for return. The Customer is responsible for following DigiWrist's return instructions and covering return shipping costs.

- Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL DIGIWRIST BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO THE USE OF THE PRODUCTS.

- Joint and Several Liability. If multiple parties enter into an Order as the Customer, their liability is joint and several.

- Indemnification. The Customer agrees to indemnify, defend, and hold harmless DigiWrist, its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or related to the Customer's use of the Products.

- Entire Agreement. Each Order and these Terms constitute the full and exclusive agreement between DigiWrist and the Customer and override all prior agreements, whether written or oral.
- Modifications. Any amendments, modifications, or waivers to this Agreement must be in writing and agreed to by both parties.
- Software License. Any software included with or provided by DigiWrist is licensed, not sold, and is subject to the terms of DigiWrist's End User License Agreement.
- Product Availability. Product listings, descriptions, and images on DigiWrist's website are subject to change and may not always be accurate or up to date. It is the Customer's responsibility to comply with all applicable laws regarding the purchase and use of DigiWrist Products.
- Governing Law and Jurisdiction. This Agreement is governed by the laws of Nevada, and any disputes will be resolved in Nevada courts. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- Force Majeure. Neither party shall be liable for delays or failures to perform due to unforeseen events beyond their control, including but not limited to acts of God, war, terrorism, labor disputes, or governmental actions.
- Assignment. The Customer cannot assign or transfer an Order without DigiWrist's prior written consent. Any attempt to do so is void.
- Enforceability. This Agreement is binding on the parties and their respective successors and permitted assigns.

- Timeliness. Time is of the essence in the fulfillment of obligations under this Agreement.

- Notices. Any required notices must be in writing and sent to the addresses provided in the Order.

- Interpretation. Words in the singular include the plural, and vice versa, where applicable.

- Severability. If any provision of this Agreement is found to be unenforceable, the remaining provisions will remain in effect.