

# Product Information Guide

# mThrow™ Product Information Guide

## IMPORTANT PLEASE READ CAREFULLY BEFORE USING YOUR mTHROW™ DEVICE

This Product Information Guide contains important safety, handling, and warranty information, as well as software license information, for your mThrow™ device. Please read carefully before using your mThrow™ device.

### Important Safety and Handling Information

**WARNING:** Failure to follow these safety instructions could result in fire, electric shock, or other personal injury and/or damage to your mThrow™ device or other property.

Do Not use the mThrow device for diagnostics or treatment of any health problem or disease. Measurement results are for reference only. Contact your physician if you have or suspect any medical problem or before this or any exercise program.

The mThrow device is intended for leisure, well-being, fitness and informational purposes only and is not intended for medical use. Before using this device, read the instructions carefully. Consult a medical professional if you experience any health problems or need medical assistance. It is your responsibility to evaluate your own medical and physical condition, or that of your clients, and to independently determine whether to use the mThrow device or rely on the measurements or other information obtained from such use. By voluntarily undertaking to use the mThrow device or rely on the measurement results obtained from such use, you assume the risk of any resulting injury.

Do not use the sleeve around body parts other than your arm.

The mThrow device is charged using wireless, inductive technology and may become hot during the charging process. Do not charge the mThrow device while the sensor is inserted in the sleeve.

### Eligibility

By using the mThrow device, you represent and warrant that you are at least 13 years of age and have reviewed and now consent to the terms of this Product Information Guide, or, if you are under 13 years of age, then you agree to follow the steps put in place when downloading the mThrow application to obtain the required legal consent of your parent or guardian prior to use.

The mThrow device may include features that promote physical activity and fitness. By using the mThrow device, you agree, represent and warrant that you have received consent from your physician to participate in health and fitness programs, workouts, exercises or any other related activities made available through or enhanced by the mThrow device.

### Choking Hazards

mThrow device contains small parts, which may present a choking hazard to small children. Keep the mThrow device and its accessories away from small children.

### Repetitive Motion

When you perform repetitive activity such as pitching activity, you may experience occasional discomfort or fatigue. Take frequent breaks while using your mThrow device if you experience discomfort and do not resume your pitching activity until the discomfort disappears. If the discomfort does not disappear, consult a physician.

### **Carrying and Handling your mThrow device**

Your mThrow device contains sensitive components. Do not disassemble, open, crush, puncture, shred, microwave, incinerate, or insert foreign objects into your mThrow device or your mThrow device charging case.

### **Avoiding Water and Wet Locations**

Exposure to water may cause damage to your mThrow device. Do not use your mThrow device in rain or other wet locations. Take care not to spill any food or liquid on your mThrow device. In case your mThrow device gets wet, remove your mThrow device from its charging case and allow it to dry thoroughly before attempting to use or charge it again. Do not attempt to dry your mThrow device with an external heat source, such as a microwave oven or hair dryer. mThrow devices that have been damaged as a result of exposure to liquids are not serviceable. Damage due to prolonged exposure to sweat is not covered by the warranty.

### **Caring for Your mThrow Sleeve**

Following our garment instructions will help make sure that your sleeve has a long, interesting life. In general, washing your sleeve in cold water with mild laundry soap with like colors(non-toxic, biodegradable types preferred) and drying it on the line are the best ways to clean the mThrow sleeve. Do not use bleach when washing your mThrow sleeve. Do not iron your mThrow sleeve. Do not use fabric softeners when washing your mThrow sleeve, and do not dry clean your mThrow sleeve. **BE SURE TO REMOVE THE mTHROW DEVICE FROM THE SLEEVE PRIOR TO WASHING.**

### **Repairing or Modifying your mThrow Device**

Never attempt to repair or modify your mThrow device yourself. Disassembling your mThrow device will void the warranty. Service should only be provided by an mThrow Authorized Service Provider. If your mThrow device has been punctured, or subjected to a severe fall, do not use it until you contact an Authorized Service Provider. For service information, email [msupport@motusglobal.com](mailto:msupport@motusglobal.com)

### **Charging your mThrow Device**

In charging your mThrow device, use only the supplied mThrow wireless charging unit in conjunction with the supplied mThrow-USB to USB cable connected to a high-power USB port on another device that is compliant with the USB 2.0 standard or a 5W USB Power Adapter or accessory specifically designed to work with your mThrow device.

Read all safety instructions for any products and accessories before using your mThrow device. mThrow is not responsible for the operation of third-party accessories or their compliance with safety and regulatory standards.

When you use a 5W USB Power Adapter to charge your mThrow device, make sure that the power adapter is fully assembled before you plug it into a power outlet. Then insert the 5W USB Power Adapter into the power outlet. Do not connect or disconnect the 5W USB Power Adapter with wet hands.

The 5W USB Power Adapter may become warm during normal use, however, your mThrow device or your mThrow device charging pad should never become hot. Always allow adequate ventilation around the 5W USB Power Adapter and use care when handling. Unplug both the 5W USB Power Adapter and your mThrow device charging pad if any of the following conditions exist:

- The power cord or plug has become frayed or damaged.
- The adapter is exposed to rain, liquid, or excessive moisture.
- The adapter case or charging pad has become damaged.
- You suspect the adapter or charging case needs service or repair.

### **Follow the Directions Provided in the Quick Start Guide Before Using the mThrow Device**

Before using your mThrow device, be sure to carefully follow all instructions in the Quick Start Guide included in the packaging with your product.

### **Using Connectors and Ports**

Never force a connector into a port on your mThrow device or your mThrow device charging case. Check for obstructions on the port. If the connector and port do not join with reasonable ease, make sure that the connector and port are properly aligned before attempting to insert again.

### **Keeping Your mThrow Device Within Acceptable Temperatures**

Operate your mThrow device in a place where the temperature is between 0° and 35° C (32° to 95° F). Low or high temperature conditions might shorten battery life or cause your mThrow device to capture and report skewed data or temporarily stop working properly. Avoid dramatic changes in temperature or humidity when using your mThrow device, as condensation may form within the sensitive components of your mThrow device. Store your mThrow device in a cool dry place at room temperature.

### **Exposure to Radio Frequency Energy**

Your mThrow device contains radio transmitters and receivers, much like cell phones, pagers and other similar devices. When on, your mThrow device sends and receives radio frequency (RF) energy through its antenna.

Your mThrow device has been tested and meets the Specific Absorption Rate (SAR) exposure requirements for Bluetooth operation. Your mThrow device is designed and manufactured to comply with the limits for exposure to RF energy set by the Federal Communications Commission (FCC) of the United States and Industry Canada (IC) of Canada. Your mThrow device has been tested and meets the FCC and IC RF exposure guidelines for wireless operation.

### **Additional Information**

For more information from the FCC about exposure to RF energy, see: [www.fcc.gov/oet/rfsafety](http://www.fcc.gov/oet/rfsafety)

The FCC and the U.S. Food and Drug Administration (FDA) also maintain a consumer website at [www.fda.gov/Radiation-EmittingProducts/default.html](http://www.fda.gov/Radiation-EmittingProducts/default.html) to address inquiries about the safety of radio emissions. Check the website periodically for updates.

For information about the scientific research related to RF energy exposure, see the EMF Research Database maintained by the World Health Organization at: [www.who.int/emf](http://www.who.int/emf)



## **Certification and Compliance**

U.S.  
Model:  
ID:

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Canada  
Model:  
ID:

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Important: Changes or modifications to the mThrow device not authorized by us could void the Electromagnetic Capability (EMC) and wireless compliance and negate your authority to operate the product.

This product has demonstrated EMC compliance under conditions that included the use of compliant peripheral devices and shielded cables between system components. It is important that you use compliant peripheral devices and shielded cables between components to reduce the possibility of causing interference to radios, televisions, and other electronic devices.

### **FCC Compliance Statement**

This device complies with Part 15 of the FCC rules. Operation is subject to the following conditions: (1) this device may not cause harmful interference, and (2) this device must not accept interference received, including interference that may cause undesired operation.

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 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 to an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician to help.

### **Canadian Compliance Statement**

Complies with the Canadian ICES-003 Class B specifications. This device complies with RSS 210 of Industry Canada. This Class B device meets all the requirements of the Canadian interference-causing equipment regulations.

This device complies with the Industry Canada license exempt RSS standards. Operation is subject to the following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference, including interference that may cause undesired operation of the device.

**Warranty Obligator for Region or Country of Purchase**

**Country of Purchase**  
Motus Global – USA

**Address**  
5394 Merrick Road,  
Floor 2  
Massapequa, NY 11758

## END-USER LICENSE AGREEMENT

Thank you for your interest in this application for your mobile device (the “App”) provided to you by Core Sports Technology Group LLC, -DBA Motus Global (“Motus”), and our Web site at [www.motusglobal.com](http://www.motusglobal.com) (the “Site”), as well as all related web sites, networks, downloadable software, and other services provided by us and on which a link to these Terms of Use and End User License Agreement is displayed (collectively, together with the Site, our “Service”) which enables you to use certain features of Motus service (the “Service”) from your mobile device. This Terms of Use and End User License Agreement, the Motus Privacy Policy and any other applicable policies, (the “Policies”) (collectively, “EULA”), as may updated from time to time, govern your use of the App and the Service . This EULA is a legally binding contract between you and Motus regarding your use of the Service. You may request a copy of this EULA by emailing us at [support@motusglobal.com](mailto:support@motusglobal.com).

**PLEASE READ THE EULA CAREFULLY. BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE APP OR THE SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE EULA. IF YOU DO NOT AGREE, YOU MAY NOT USE THE APP OR THE SERVICE.**

You acknowledge and agree that, as provided in greater detail in the EULA:

- the App is licensed, not sold to you, and that you may use the Service only as set forth in this EULA;
- your use of the Service may be subject to separate third party terms of service and fees, including without limitation the terms of service and data, SMS, MMS, and other fees of your mobile network operator (the “Carrier”), which are your sole responsibility;
- you consent to the collection and use of your personally identifiable information and information about your location in accordance with Motus’ Privacy Policy, including without limitation the collection of location information;
- the Service is provided “as is” without warranties of any kind and Motus’ liability to you is limited;
- disputes arising hereunder will be resolved by binding arbitration, AND BY ACCEPTING THIS EULA, YOU AND MOTUS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the Arbitration Agreement below for the details regarding your agreement to arbitrate any disputes with Motus;
- the App requires access to the following services on your mobile device: UDID, MAC address, or other applicable device identifier, phone state and identity, internet, SMS/MMS messaging ; and
- access to certain features of the service may require access to information about the location of your device, such as GPS coordinates;
- if you are using the App on an iOS-based device, you agree to and acknowledge the “Notice Regarding Apple”, below.

**1. Service Overview.** The Service provides users of our mThrow software (“Software”) the ability to measure and track performance statistics related to their athletic motion.

**2. Eligibility.** You represent and warrant to us: (i) that you have not previously been suspended or



removed from the Service; and (ii) that your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are using the Service on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind such organization to this EULA and you agree to be bound by this EULA on behalf of such organization.

**3. Accounts and Registration.** When you register for an account, you may be required to provide us with some information about yourself (such as your name, e-mail address or other contact information). You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you must immediately notify us at [msupport@motusglobal.com](mailto:msupport@motusglobal.com).

#### **4. Payment**

**4.1 Service.** Currently Motus does not charge owners of the software additional fees for use of the Service. However, Motus may begin charging fees, or change fees, for use of the Service, on a going-forward basis at any time. Before you are required to pay any fees for use of the Service, you will have an opportunity to review and accept the applicable fees that you will be charged.

**5. Location-Based Services.** Access to certain features of the Service require access to your location in order to tailor your experience with the Service based on your location (“Location-based Services”). For information about how we use the information we collect through the Location-based Services, please review our Privacy Policy. PLEASE NOTE THAT LOCATION DATA MAY NOT ALWAYS BE ACCURATE, AND MOTUS DISCLAIMS ANY AND ALL WARRANTIES RELATED TO LOCATION-BASED SERVICES.

**6. App Terms.** The terms of this Section 6 govern your acquisition and use of App.

**6.1 Third Party Accounts.** In order to download the App, you may be required by the third party who is distributing or providing you access to the App, such as Apple, Inc. (each, a “Distributor”) to create an account. You are solely responsible for maintaining the security of any logins, passwords, or other credentials that you select or that are provided to you to access your account with any Distributor. Your use of any account with a Distributor is subject to any terms, conditions, and policies, including privacy policies, of that Distributor. Motus is not responsible for any act or omission of any Distributor.

**6.2 License to the App.** Subject to your complete and ongoing compliance with all the terms and conditions set forth in this EULA (including without limitation payment of any applicable fees and compliance with all license restrictions), Motus grants you (1) a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use one copy of the App downloaded directly from Motus or from a legitimate marketplace (such as Apple’s iTunes store), solely in object code format and solely for your personal use for lawful purposes, on a single compatible mobile device that you own or control; and (2) permission to access and use the Service, only for your personal use, and solely through the use of a licensed copy of the App. You may not reproduce, distribute, publicly display, or publicly perform the App or any part of the Service. Except if, and solely to the extent that, such a restriction is impermissible under applicable law, you may not (a) decompile, reverse engineer, or otherwise access or attempt to access the source code for the App, or make or attempt to make any modification to or derivative work of the App; or (b) interfere with or circumvent any feature of the App, including without limitation any security or access control mechanism. You may not use the App or the Service for any purpose other than a purpose for which the App and the Service are expressly designed. The term App, as used herein, includes any update or modification to the App made available to you by Motus (unless

provided with separate terms). If you are prohibited under applicable law from using the App or the Service, you may not use them.

**6.3 Access to the App; Third Party Fees.** Motus does not provide you with the equipment to use the App. You are responsible for all fees charged by third parties to access and use the App (e.g., charges by mobile carriers). Without limiting the foregoing, you are solely responsible for the payment of all applicable fees associated with any carrier service plan you use in connection with your use of the Service (such as voice, data, SMS, MMS, roaming, other applicable fees charged by the carrier). Accordingly, you should use care in selecting a service plan offered by your carrier. If your device is lost or stolen, you must notify Motus immediately to suspend services.

**6.4 Special Terms Regarding Apple.** If you download software from Apple, Inc.'s App Store, your use of the software must at all times be in accordance with the Usage Rules set forth in the Apple, Inc. App Store Terms of Service, and you acknowledge that this EULA is between you and Motus only, not with Apple. Apple is not responsible for the Service and the content thereof.

This Agreement is not intended to provide for usage rules for software that are less restrictive than the Usage Rules set forth for "Licensed Applications" in, or that otherwise conflict with, the App Store Terms of Service. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service. In the event of any failure of the Service to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the App to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including, but not limited to: (i) product liability claims; (ii) maintenance and support; (iii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iv) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Service and/or your possession and use of the App infringe that third party's intellectual property rights. You agree to comply with any applicable third party terms, when using the Service. Apple, and Apple's subsidiaries, are third party beneficiaries of this EULA, and upon your acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third party beneficiary of this EULA. You hereby represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

## **7. User Content**

**7.1 User Content Generally.** Certain features of the Service may permit users to post content, including messages, reviews, photos, video, images, folders, data, text, and other types of works (collectively, "User Content") and to publish User Content on the Service. *You retain copyright and any other proprietary rights that you may hold in the User Content that you post to the Service.*

**7.2 Limited License Grant to Motus.** By posting or publishing User Content, you grant Motus a worldwide, non-exclusive, royalty-free right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify, and distribute your User Content, in whole or in part, in any media formats and through any media channels (now known or hereafter developed). Any such use of your User Content by Motus may be without any compensation paid to you.

**7.3 Limited License Grant to Other Users.** By posting and sharing User Content with another user of the Service, you hereby grant that user a non-exclusive license to access and use such User Content as

permitted by this EULA and the functionality of the Service.

**7.4 User Content Representations and Warranties.** You are solely responsible for your User Content and the consequences of posting or publishing User Content. By posting and publishing User Content, you affirm, represent, and warrant that:

- you are the creator and owner of, or have the necessary licenses, rights, consents, and permissions to use and to authorize Motus and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section 5 and in the manner contemplated by Motus and this EULA; and
- your User Content, and use of your User Content as contemplated by this EULA, does not and will not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; or (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person.

**7.5 User Content Disclaimer.** We are under no obligation to edit or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content. Motus may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates this EULA or is otherwise objectionable. You understand that when using the Service you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent or objectionable. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Motus with respect to User Content. We expressly disclaim any and all liability in connection with User Content. If notified by a user or content owner that User Content allegedly does not conform to this EULA, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, Motus does not permit copyright-infringing activities on the Service.

## **8. Digital Millennium Copyright Act**

**8.1 DMCA Notification.** We comply with the provisions of the Digital Millennium Copyright Act applicable to internet service providers (17 U.S.C. §512, as amended). If you have any complaints with respect to material posted on the Service, you may contact our Designated Agent at the following address:

Core Sports Technology Group LLC, -DBA Motus Global  
5394 Merrick Road (Floor 2)  
Massapequa NY, 11758  
[copyright@motusglobal.com](mailto:copyright@motusglobal.com).

Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must include the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of the material that you claim is infringing and where it is located on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law; and

- a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

**8.2 Repeat Infringers.** Motus will promptly terminate without notice the accounts of users that are determined by Motus to be "repeat infringers." A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had User Content removed from the Service more than twice.

**9. Prohibited Conduct. BY USING THE SERVICE YOU AGREE NOT TO:**

9.1 use the Service for any illegal purpose, or in violation of any local, state, national, or international law;

9.2 post, upload, or distribute any User Content or other content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;

9.3 violate, or encourage others to violate, the rights of third parties, including by infringing or misappropriating third party intellectual property rights;

9.4 interfere with security-related features of the Service, including without limitation by (i) disabling or circumventing features that prevent or limit use or copying of any content, or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that such activity is expressly permitted by applicable law;

9.5 interfere with the operation of the Service or any user's enjoyment of the Service, including without limitation by (i) uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code, (ii) making unsolicited offers or advertisements to other users of the Service, (iii) attempting to collect, personal information about users or third parties without their consent; or (iv) interfering with or disrupting any networks, equipment, or servers connected to or used to provide the Service, or violating the regulations, policies, or procedures of such networks, equipment, or servers;

9.6 perform any fraudulent activity including impersonating any person or entity, claiming false affiliations, accessing the Service accounts of others without permission, or falsifying your age or date of birth;

9.7 sell or otherwise transfer the access granted by this EULA or any Materials (as defined in Section 15) or any right or ability to view, access, or use any Materials; or

9.8 attempt to do any of the prohibited acts described in this Section 5, or assist or permit any persons in engaging in any of the acts described in this Section 5.

**10. Third-Party Services and Linked Websites.** Motus may provide tools through the Service that enable you to export information, including User Content, to third party services, including through features that allow you to link your account on Motus with an account on the third party service, such as Twitter or Facebook, or through our implementation of third party buttons (such as "like" or "share" buttons). By using these tools, you agree that we may transfer such information to the applicable third-party service. Such third party services are not under our control, and we are not responsible for their use of your exported information. The Service may also contain links to third-party websites. Such linked websites are not under our control, and we are not responsible for their content.

**11. Termination of Use; Discontinuation and Modification of the Service.** If you violate any provision of this EULA, your permission to use the Service will terminate automatically. Additionally, Motus, in its sole discretion may terminate your user account on the Service or suspend or terminate your access to the Service at any time, with or without notice. We also reserve the right to modify or discontinue the Service at any time (including, without limitation, by limiting or discontinuing certain features of the Service) without notice to you. We will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to or use of the Service. You may terminate your account at any time by contacting customer service at [support@motusglobal.com](mailto:support@motusglobal.com). If you terminate your account, you will remain obligated to pay all outstanding fees, if any, relating to your use of the Service incurred prior to termination. If you or we terminate your account, you must immediately destroy all copies of the App and all of its component parts.

**12. Feedback.** If you provide feedback to Motus regarding the Service (“Feedback”), you acknowledge that the Feedback is not confidential and you authorize Motus to use that Feedback without restriction and without payment to you. Accordingly, you hereby grant to Motus a nonexclusive, royalty-free, fully-paid, perpetual, irrevocable, transferable, and fully sublicensable right to use the Feedback in any manner and for any purpose.

### **13. Privacy Policy; Additional Terms**

**13.1 Privacy Policy.** Please read the Motus Privacy Policy ([www.motusglobal.com/legal](http://www.motusglobal.com/legal)) carefully for information relating to our collection, use, storage and disclosure of your personal information. The Motus Privacy Policy is hereby incorporated by reference into, and made a part of, this EULA.

**13.2 Additional Terms.** Your use of the Service is subject to any and all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to on the Service (the “Additional Terms”), such as end-user license agreements for any downloadable applications that we may offer, or rules applicable to particular features or content on the Service, subject to Section 14 below. All such Additional Terms are hereby incorporated by reference into, and made a part of, this EULA.

**14. Modification of this EULA.** We reserve the right, at our discretion, to change this EULA on a going-forward basis at any time. Please check this EULA periodically for changes. If a change to this EULA materially modifies your rights or obligations, you will be required to accept such modified terms in order to continue to use the Service. Material modifications are effective upon your acceptance of such the modified EULA. Immaterial modifications are effective upon publication. For the avoidance of doubt, disputes arising under this EULA will be resolved in accordance with this EULA in effect at the time the dispute arose.

**15. Ownership; Proprietary Rights.** The Service is owned and operated by Motus. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, Software, services, and all other elements of the Service (the “Materials”) provided by Motus are protected by all relevant intellectual property and proprietary rights and applicable laws. All Materials contained in the Service are the property of Motus or our third-party licensors. Except as expressly authorized by Motus, you may not make use of the Materials. Motus reserves all rights to the Materials not granted expressly in this EULA.

**16. Indemnity.** You agree that you will be responsible for your use of the Service, and you agree to defend, indemnify, and hold harmless Motus and its officers, directors, employees, consultants, affiliates, subsidiaries, agents, and Distributors (collectively, the “Motus Entities”) from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys’ fees and costs, arising

out of or in any way connected with (i) your access to, use of, or alleged use of the Service; (ii) your violation of this EULA or any representation, warranty, or agreements referenced in this EULA, or any applicable law or regulation; (iii) your violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (and without limiting your indemnification obligations with respect to such matter), and in such case, you agree to cooperate with our defense of such claim.

## **17. Disclaimers; No Warranties**

THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE MOTUS ENTITIES SPECIFICALLY (BUT WITHOUT LIMITATION) DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING BUT NOT LIMITED TO (i) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (ii) ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE MOTUS ENTITIES DO NOT WARRANT THAT THE SERVICE OR ANY PART OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR ANY MATERIALS OR CONTENT AVAILABLE ON OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE MOTUS ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THIS EULA. YOU ASSUME ALL RISK FOR ALL DAMAGES THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE, YOUR DEALINGS WITH OTHER SERVICE USERS, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICE AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN MATERIALS OR CONTENT THROUGH THE SERVICE AND ANY ASSOCIATED SITES OR SERVICES AT YOUR OWN DISCRETION AND RISK, AND AS BETWEEN YOU AND MOTUS, YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM USED IN CONNECTION WITH THE SERVICE) OR LOSS OF DATA OR ANY OTHER LOSS THAT RESULTS FROM THE USE OF THE SERVICE OR THE DOWNLOAD OR USE OF SUCH MATERIALS OR CONTENT.

SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

## **18. Limitation of Liability**

IN NO EVENT WILL THE MOTUS ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT

(INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE MOTUS ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

YOU AGREE THAT THE AGGREGATE LIABILITY OF THE MOTUS ENTITIES TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE THE SERVICE (INCLUDING ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE) OR OTHERWISE UNDER THIS EULA, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF (i) THE AMOUNTS YOU HAVE PAID TO MOTUS FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE CLAIM OR (ii) \$100.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EACH PROVISION OF THIS EULA THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THIS EULA BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS EULA. THE LIMITATIONS IN THIS SECTION 0 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**19. Governing Law.** This EULA is governed by the laws of the State of New York without regard to conflict of law principles. To the extent that any lawsuit or court proceeding is permitted hereunder, you and Motus agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Nassau County, New York for the purpose of litigating all such disputes. We operate the Service from our offices in New York, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.

**20. General.** This EULA, together with the Privacy Policy and any other agreements expressly incorporated by reference, constitute the entire and exclusive understanding and agreement between you and Motus regarding your use of and access to the Service, and except as expressly permitted above may be amended only by a written agreement signed by authorized representatives of all parties to this EULA. You may not assign or transfer this EULA or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this EULA at any time without notice. The failure to require performance of any provision will not affect our right to require performance at any time thereafter, nor will a waiver of any breach or default of this EULA or any provision of this EULA constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in this EULA is for convenience only and will not have any impact on the interpretation of particular provisions. If any part of this EULA is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible and the remaining parts will remain in full force and effect. Upon termination of this EULA, any provision that by its nature or express terms should survive will survive such termination or expiration, including Sections 2, 3, 11, 12, 13, and 15 through 23.

## **21. Dispute Resolution and Arbitration**

**21.1 Generally.** In the interest of resolving disputes between you and Motus in the most expedient and cost effective manner, you and Motus agree that any and all disputes arising in connection with this

EULA will be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of this EULA, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of this EULA. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS EULA, YOU AND MOTUS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

**21.2 Exceptions.** Notwithstanding Section 21.1, we both agree that nothing in this EULA will be deemed to waive, preclude, or otherwise limit either of our right to: (i) bring an individual action in small claims court; (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available; (iii) seek injunctive relief in a court of law; or (iv) to file suit in a court of law to address intellectual property infringement claims.

**21.3 Arbitrator.** Any arbitration between you and Motus will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this EULA, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Motus.

**21.4 Notice; Process.** A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or if we do not have a physical address on file for you, by electronic mail (“Notice”). Motus’s address for Notice is: Core Sports Technology Group LLC, -DBA Motus Global 5394 Merrick Road (Floor 2) Massapequa NY, 11758. The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (“Demand”). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or Motus may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Motus must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If our dispute is finally resolved through arbitration in your favor, Motus will pay you: (a) the amount awarded by the arbitrator, if any; (b) the last written settlement amount offered by Motus in settlement of the dispute prior to the arbitrator’s award; or (c) \$1,000.00, whichever is greater.

**21.5 No Class Actions.** **YOU AND MOTUS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Motus agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.

**21.6 Modifications.** If Motus makes any future change to this arbitration provision (other than a change to Motus’ address for Notice), you may reject any such change by sending us written notice within 30 days of the change to Motus’ address for Notice, in which case your account with Motus will immediately be terminated and this arbitration provision, as in effect immediately prior to the amendments you reject will survive.

**21.7 Enforceability.** If Section 21.6 is found to be unenforceable or if the entirety of this Section 20 is found to be unenforceable, then the entirety of this Section 20 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 0 will govern any action arising out of or related to this EULA.



**22. Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

**23. Contact Information.** The services hereunder are offered Core Sports Technology Group LLC, - DBA Motus Global located at 5394 Merrick Road (Floor 2), Massapequa, NY 11758. You may contact us by sending correspondence to the foregoing address or by emailing us at [support@motusglobal.com](mailto:support@motusglobal.com). If you are a New York resident, you may have this EULA mailed to you electronically by sending a letter to the foregoing address with your electronic mail address and a request for this EULA.

## **LICENSE TERMS**

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The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

## **WARRANTY POLICY**

### **CONSUMER LIMITED WARRANTY MOTUS PRODUCTS**

Core Sports Technology Group, LLC d/b/a Motus Global of [address] ("Motus" or the "Company") provides a limited consumer hardware warranty to the original consumer (non-commercial) user (the "Customer") of Motus' mThrow product. This limited warranty is non-transferable and does not extend to product used in any manner other than by an individual consumer in a non-commercial use. All other warranties are excluded as provided below.

#### **HARDWARE:**

Subject to the exclusions, limitations, and conditions stated below, Motus warrants that this Motus product will be free from defects in workmanship and materials, under normal consumer (non-commercial) use, for a period of one (1) year from the original purchase date.

#### **LIMITATIONS AND EXCLUSIONS:**

This warranty excludes (1) cosmetic or physical damage to the surface of the product, including cracks or scratches; (2) damage caused by misuse, neglect, improper installation or testing,

unauthorized attempts to modify the product, attempted servicing by anyone other than an authorized service representative of Motus or any other cause beyond the range of the intended use; (3) damage caused by accident, fire, water or liquids, power changes, other hazards, or acts of God; (4) use of the product with any non-Motus device, component, such as chargers or connection cables, or service if such device, component or service causes the problem; (5) use of this product for any non-consumer, commercial or rental purpose; or (6) software installed on or with this Motus product.

Any third-party products, including software included with this Motus product, are not covered by this Consumer Limited Warranty, and the Company makes no representations or warranties on behalf of such third parties. Any warranty on such third party products is from the supplier or licensor of the third-party product.

**Important: Do not open the Motus device. Opening the Motus device may cause damage that is not covered by this warranty. Only Motus or an authorized Motus service representative should perform service on this Motus product. Opening the Motus device shall void this warranty.**

#### **EXCLUSIVE REMEDIES AND PROCEDURE:**

Motus' total obligation under this warranty shall be, at Motus' sole discretion, to repair or replace the product or part with a comparable product or part, or if neither repair nor replacement is reasonably available, Motus may refund to Customer the purchase price paid for the product or part.

Replacement products or parts may be new or reconditioned. Parts removed by Motus shall become the sole property of Motus.

To obtain warranty service for Motus products, the Customer must contact the applicable Motus customer service center noted in the "Warranty Obligor for Region or Country of Purchase" section above for a return authorization code, and return the unit shipping prepaid, with proof of the date of original purchase and return authorization code.

Shipping labels must contain the return authorization code.

ANY shipments sent for warranty service WITHOUT the appropriate return authorization code will be refused and returned to Customer at Customer's expense. Motus will not be responsible for any loss or damage to the product incurred while the product is in transit from Customer for repairs. Customer should, as a precaution, purchase adequate insurance for the unit while it is in transit.

Motus' repair or replacement of defective parts does not extend the term of this Limited Warranty, which shall expire upon the expiration of the applicable Consumer Limited Warranty period from the date of original purchase.

No oral or written information or advice given by Motus or its dealers, distributors, employees or agents shall in any way extend, modify or add to this Limited Warranty.

#### **WARRANTY LIMITATION:**

THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, CORRESPONDENCE WITH DESCRIPTION, AND NONINFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

**COMMERCIAL USE:**

THIS MOTUS PRODUCT IS NOT WARRANTED FOR COMMERCIAL, NON-CONSUMER, USE. WITH RESPECT TO COMMERCIAL USE OF THIS MOTUS PRODUCT, MOTUS MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, CORRESPONDENCE WITH DESCRIPTION, AND NONINFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

**LIMITATION OF LIABILITY:**

IN NO EVENT SHALL MOTUS BE LIABLE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, ACCESSORY OR SOFTWARE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND OR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, SOFTWARE OR APPLICATIONS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE ABILITY OR INABILITY TO USE THE PRODUCTS, ACCESSORIES OR SOFTWARE TO THE FULL EXTENT THESE DAMAGES MAY BE DISCLAIMED BY LAW.

EVEN IF MOTUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, MOTUS' ENTIRE LIABILITY SHALL BE LIMITED TO COSTS OF REPLACEMENT, REPAIR, OR REFUND OF THE PURCHASE PRICE PAID, AT THE SOLE OPTION OF THE COMPANY.

Some states and jurisdictions do not allow the limitation or exclusion of incidental or consequential damages, or limitation on the length of an implied warranty, so the above limitations or exclusions may not apply to you. This warranty may give you specific legal rights, and you may also have other rights that vary from state to state or from one jurisdiction to another.

**GOVERNING LAW:**

This Consumer Limited Warranty shall be governed by the laws of the State of New York, excluding conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.

Warning: Changes or modifications to this unit not expressly approved by the party responsible for compliance could void the user authority to operate the equipment.

Warning: This product may contain a chemical known to the State of California to cause cancer or birth defects or other reproductive harm.

Revision No.: [www.motusglobal.com/mthrowpolicy.html](http://www.motusglobal.com/mthrowpolicy.html)