

TERMS OF SALE

Last modified: September 8, 2025

1. Acceptance of the Terms of Sale

Open Vision Engineering, Inc., a Delaware corporation (“**Company**”, “**we**”, “**us**”, or “**our**”) provides these Terms of Sale (these “**Terms**”) to govern your purchase of Pocket hardware devices and accessories (the “**Products**”) as well as any paid subscriptions you initiate (“**Subscriptions**”, and together with Products and fulfillment activities, the “**Sales**”). These Terms of Sale are incorporated by reference into, and supplement, our Terms of Use and Privacy Policy. If these Terms of Sale conflict with the Terms of Use as to orders, pricing, payment, shipping, returns, warranty, or Subscriptions, these Terms of Sale control. Capitalized terms not defined here have the meanings in the Terms of Use and Privacy Policy.

By clicking on an “I agree” button or its equivalent, placing an order, or starting a Subscription, you accept these Terms of Sale.

2. Definitions

“**Account**” means your registered user account with the Company for accessing our online services and managing your purchases and Subscriptions.

“**App**” means the Company’s application which needs to be downloaded in order to open an Account and use the Product.

“**Website**” means <https://heypocket.com/>.

3. Ordering; Acceptance; Cancellation

- 3.1. Offer and acceptance. Your order constitutes an offer to purchase under these Terms of Sale. We may accept or reject any order at our discretion (including after an automated confirmation) until we ship or otherwise fulfill it. A contract for the sale of Products is formed when we send a shipment confirmation or otherwise fulfill the order.
- 3.2. Quantity limits; non-resale. We may limit or refuse orders that, in our judgment, appear to be placed by resellers, distributors, or for resale/export. Purchases are for personal/household use unless we agree otherwise in writing.
- 3.3. Fraud/compliance screening. We may cancel any order (with prompt refund of amounts charged) due to suspected fraud, pricing or system error, inability to verify payment or shipping, regulatory or export restrictions, or unavailability.
- 3.4. Pre-orders. Ship dates for pre-orders are estimates and may change. You may cancel any time before shipment for a full refund.
- 3.5. Changes and address accuracy. You are responsible for providing a complete and accurate shipping address and contact details at checkout. We may be unable to change an order after it has been submitted. If you realize immediately after placing your order that you made a mistake, you

have up to twelve hours from the moment of purchase to notify us by email at hey@heypocket.com. After this period, we will proceed with fulfillment to the shipping address provided at checkout.

- 3.6. If a shipment is undeliverable due to an incorrect address or refusal, we may cancel the order and issue a refund minus the original shipping and return costs.

4. Prices; Taxes; Payment

- 4.1. Prices and changes. All prices, discounts, and promotions posted on the website are subject to change. The price provided at checkout shall be the binding price for a purchase of the Product.
- 4.2. Taxes, duties, and fees. Except as expressly stated otherwise, prices are exclusive of shipping and handling and all sales, use, value-added, goods and services, excise, customs, import/export duties, and similar taxes, levies, or fees (collectively, “**Taxes**”). Applicable amounts will be calculated and disclosed at checkout. You are responsible for all Taxes assessed on your purchase, other than Taxes based on our net income.
- 4.3. Errors and corrections. We reserve the right to correct any typographical, clerical, or system error (including with respect to price or availability). If a correction materially affects an accepted order, we will notify you; you may then cancel for a full refund. If we cannot reach you or the correction cannot be honored, we may cancel the order and refund all amounts paid - your sole and exclusive remedy for such error.
- 4.4. Payment authorization and representations. You authorize us (and our third-party payment processors) to charge the payment method you select for the total due at checkout. You represent and warrant that you are duly authorized to use that payment method and that all payment information provided is true, accurate, and complete.
- 4.5. Authorizations, failures, and chargebacks. We may place a pre-authorization hold prior to capture. If payment is declined, fails, or is later reversed or charged back, you remain responsible for the purchase price and any associated costs. We may suspend or cancel related shipments of Products or Subscriptions until all amounts are paid.
- 4.6. Currency and fees. Unless expressly stated otherwise at checkout, all amounts are denominated and payable in U.S. dollars. If your card issuer or bank applies currency conversion or other fees, you are solely responsible for those charges.

5. Shipping; Delivery; Title and Risk of Loss

- 5.1. Methods and charges. We ship to the ship-to address you provide using the carrier and service levels presented at checkout. You agree to pay the shipping and handling charges displayed at checkout (which reflect cost-recovery for order processing, packing, and delivery). Any promotional “free shipping” applies only where expressly stated and may be subject to order-value, geography, or other limitations. Shipping and handling charges are non-refundable except where the return is due to our error or a validated warranty claim.
- 5.2. Delivery estimates. Any delivery date communicated is an estimate only and not a guarantee. Once we timely tender a shipment to the carrier, delays caused by the carrier, weather, customs, or other events beyond our reasonable control are not our responsibility.

- 5.3. Title and risk of loss. Title to, and risk of loss for Products pass to you upon delivery to the ship-to address provided at check-out. Replacement units shipped under warranty follow the same rule.
- 5.4. Delivery issues. If carrier tracking reflects “delivered” but you did not receive the package, notify hey@heypocket.com within seven (7) days of the stated delivery date and we will assist in initiating a carrier investigation. Signature confirmation may be required for high-value orders. Risk of theft or loss after delivery including “porch piracy” rests with you.
- 5.5. Shipping restrictions. We may decline to ship to P.O. boxes, freight forwarders, certain territories, or embargoed/sanctioned destinations, and may cancel any order we cannot lawfully fulfill. See “Goods Not for Resale; Export Compliance”.
- 5.6. International shipments; duties and brokerage. Unless expressly stated otherwise, you are responsible for all import duties, VAT/GST, customs clearance fees, and carrier brokerage. If you refuse to pay these amounts or refuse delivery, the shipment may be returned or abandoned; we may deduct any associated costs (including return freight, customs, and storage) from any refund.
- 5.7. Surcharges; redelivery. If additional carrier surcharges apply for oversized/heavy items, remote-area delivery, weekend/holiday delivery, address corrections, and signature services; you agree to pay such pass-through charges. If a shipment is undeliverable, refused, or requires redelivery due to an incorrect or incomplete address, we may charge return shipping, redelivery, storage, or reship fees. Original shipping/handling is not refundable in such cases.
- 6. Returns and Refunds (Devices and Accessories)**
- 6.1. Eligibility; return window. Subject to this Section 6, Products and unopened accessories purchased directly from the Company may be returned within thirty (30) days of the carrier-confirmed delivery date, provided you supply valid proof of purchase and the item is returned in like-new condition, in its original packaging with all components, inserts, and accessories included. Purchases made from third-party sellers or resellers are not eligible for the return described in the prior sentence.
- 6.2. RMA required; timing. You must obtain a written Return Merchandise Authorization (“**RMA**”) from us prior to shipping any return Product. RMA may be obtained solely by sending a request to hey@heypocket.com. Returns without a valid RMA may be refused. RMA numbers expire fourteen (14) days after issuance; items received after expiration may be rejected or processed at our discretion.
- 6.3. Condition review; deductions; restocking. Returned items are subject to inspection. Missing parts, wear, damage, engraving or other personalization, non-original or damaged packaging, signs of misuse, moisture intrusion, tampering, or software/firmware modification (including jailbreaking or similar) may result in (a) denial of the return, or (b) a deduction from the refund for reasonable restocking or refurbishment costs (up to the extent permitted by applicable law). If a bundle or promotional discount was applied, refunds may be prorated to reflect the value of any items kept.
- 6.4. Return shipping; risk; non-refundable charges. Unless the return is due to our error or a validated warranty issue under Section 8, you are responsible for return shipping and any associated duties, taxes, brokerage, and insurance. Use a trackable, insured method and retain proof of delivery; risk

of loss remains with you until receipt at our designated return location. Original shipping/handling charges are non-refundable. If we offer a prepaid label at your request, we may deduct the label cost from your refund.

- 6.5 Data and account removal. Before returning any Product, you must: (a) back up and permanently delete your content, (b) sign out of accounts and disable any device-level locks or security features, and (c) perform any factory reset described in our documentation. We are not responsible for loss, recovery, or confidentiality of data stored on returned devices.
- 6.6 Refund method; timing. Approved refunds will be issued to the original payment method only (no cash or alternate accounts) within five (5) to ten (10) business days after our receipt and inspection. Your bank or card issuer may require additional time to post the credit. If your payment was split across methods, we will refund proportionally where practicable.
- 6.7 Non-returnable items. Final-sale/non-returnable items, consumables, opened accessories, damaged items not covered by warranty, gift cards, and promotional or bonus items not returned with the qualifying purchase are not eligible for return. For defective Products, see Section 8 (Limited Warranty).
- 6.8 Incorrect, damaged on arrival (DOA), or missing items. If an item arrives incorrect, visibly damaged, or non-functional on delivery, contact hey@heypocket.com within seven (7) days of delivery with photos and your order number. We will provide next steps, which may include replacement, parts shipment, or return at our expense. We reserve the right to refuse any of the aforementioned remediation measures if we determine that the damages were not done due to improper use and did not happen during shipment.
- 6.9 Undeliverable, refused, or abandoned shipments. If a shipment is refused, undeliverable, or abandoned, we may deduct return freight, storage, customs, and handling charges from any refund. Original shipping/handling is not refundable in such cases.
- 6.10 International returns. For cross-border returns, import/export formalities, duties, VAT/GST, and brokerage are your responsibility unless we expressly state otherwise in writing. We may reject returns that do not comply with applicable customs requirements.

7. Subscriptions; Auto-Renewal; Cancellation; Refunds

- 7.1 Optional. This Section does not apply to you if you did not order a Subscription. Subscriptions may unlock additional features and services.
- 7.2 Auto-renewal disclosure; continuing authorization. Subscriptions automatically renew for successive terms (e.g., monthly or annually) at the then-current rate until you cancel. By starting a Subscription, you expressly authorize recurring charges to your selected payment method until cancellation. At sign-up we will clearly disclose the renewal term, price, frequency of charges, and how to cancel, and we will send a post-purchase acknowledgement that includes this information.
- 7.3 Price or feature changes; renewal notices. We may change Subscription pricing, features, or term lengths prospectively. Where required by applicable automatic-renewal or negative-option laws, we will provide advance notice of the change and clear instructions on how to cancel before the

renewal takes effect. If you do not agree to the change, you must cancel before the end of the then-current term.

- 7.4 Cancellation (easy online). You may cancel at any time, effective at the end of your then-current billing period, by going to the subscriptions section of your Account or by emailing hey@heypocket.com from the email address associated with your Account. Where required by law, we provide simple, immediate online cancellation without additional steps or hurdles. If you purchased a Subscription through a third-party app store (e.g., Apple App Store or Google Play), you may have to cancel through that platform's account settings.
- 7.5 Trials and introductory offers. If you receive a free or discounted trial, the Subscription will convert to a paid plan at the disclosed rate at the end of the trial unless you cancel beforehand. Where required by law, we will send a reminder before the first non-trial charge.
- 7.6 Refunds. Except where required by law or expressly stated at the time of offer, Subscription fees are non-refundable and no credits are issued for partial billing periods, unused services, or downgrades during a billing period. Cancellation halts future renewals only.
- 7.7 Products and Subscriptions Interaction. Canceling a Subscription does not initiate a Product return, and returning a Product does not cancel a Subscription. Each process must be completed separately.
- 7.8 Payment failures; suspension. If a payment attempt is declined or later reversed/charged back, we may (a) retry the charge, (b) prompt you to update your payment method, and/or (c) suspend or terminate the Subscription for non-payment. You remain responsible for any amounts due and any third-party fees associated with a chargeback.
- 8. Limited Warranty.**
- 8.1 Coverage; who is covered. Subject to the terms below, we warrant to the original purchaser that the Products will be free from defects in materials and workmanship under normal use for one (1) year from delivery (the "**Warranty Period**"). This limited warranty applies only to devices purchased directly from us or from our authorized sales channels and accompanied by valid proof of purchase. It is not transferable.
- 8.2 Remedies. If a covered defect arises during the Warranty Period, we will, at our option, repair the device, replace it with a new or refurbished device of equal or better functionality, or refund the purchase price if repair/replacement is not commercially reasonable. Replacement devices or parts may be new, refurbished, or functionally equivalent. Any repaired or replaced device is warranted for the longer of (a) the remainder of the original Warranty Period or (b) 90 days from repair/replacement. Devices or parts replaced become our property.
- 8.3 Exclusions. This limited warranty does not cover: (a) cosmetic wear (including scratches, dents, and normal aging); (b) damage or failure resulting from accident, abuse, misuse, liquid exposure, exposure to extreme temperatures or contaminants, neglect, improper storage, or use contrary to documentation; (c) damage caused by unauthorized modifications, repairs, or opening; (d) use with non-approved accessories, power supplies, or cables; (e) consumables and normal battery depletion; (f) software, services, or any loss, corruption, or exposure of data; or (g) devices with

altered, defaced, or removed serial numbers, or purchased from unauthorized resellers, auctions, or peer-to-peer marketplaces.

- 8.4 Process; shipping. To obtain warranty service, contact hey@heypocket.com for troubleshooting and an RMA. You must provide proof of purchase and cooperate with reasonable diagnostics. We generally provide prepaid ground shipping labels for validated warranty claims within our supported regions; otherwise, shipping, duties, taxes, and brokerage may apply.
- 8.5 Out-of-warranty service. If a device is ineligible for warranty service, we may offer repair or replacement for a fee (subject to parts availability). We will provide an estimate before proceeding.
- 8.6 Data and software. You are solely responsible for backing up and removing your data. We are not responsible for any loss, recovery, or compromise of data or for reinstalling software, configurations, or third-party applications as part of warranty service.
- 8.7 Sole warranty; disclaimers. THE REMEDIES IN THIS SECTION ARE YOUR EXCLUSIVE REMEDIES FOR HARDWARE DEFECTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL OTHER WARRANTIES RELATING TO THE PRODUCTS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some jurisdictions do not allow limitations on implied warranties; in those jurisdictions, the duration of any implied warranties is limited to the Warranty Period to the extent permitted by law.
- 8.8 Consumer rights preserved. This limited warranty gives you specific legal rights, and you may also have other rights that vary by state or country and are not affected by this warranty to the extent they cannot be disclaimed under applicable law.

9. Software and Firmware; License; Updates

- 9.1 The Products' firmware and the App are licensed, not sold, and your use is governed by the Terms of Use and any end-user license presented in the App or documentation. Subject to those terms, we grant you a limited, non-exclusive, non-transferable license to use the firmware and Apps solely in connection with the Products and the Services.
- 9.2 We may provide or automatically install updates, upgrades, bug fixes, security patches, and feature changes (collectively, "**Updates**"). Some Updates may be required for continued use or for security and performance; the Products or Apps may not function properly unless the latest Updates are installed. You consent to the delivery and installation of Updates and understand that certain features may change or be discontinued as part of an Update.
- 9.3 Third-party and open-source components, if any, are provided under their respective licenses as identified in our documentation or in-App notices. To the extent a third-party or open-source license expressly conflicts with these Terms, that license governs solely for the applicable component.

10. Promotions; Coupons; Beta/Evaluations

- 10.1. Promotions and coupons. Promotional offers, discount codes, credits, and coupons (collectively, "**Promotions**") are subject to the specific terms presented with the offer (including stacking

limits, eligibility, geographic restrictions, product exclusions, minimum purchase, and expiration) and are valid only for the stated period. Promotions (a) have no cash value, (b) are non-transferable and not for resale, (c) are not retroactive, and (d) may be modified, suspended, or withdrawn prospectively at our discretion. If you return items purchased with a Promotion, any refund will reflect the net amount actually paid after the Promotion. We may cancel an order or refuse a Promotion in cases of suspected abuse or fraud.

- 10.2. Beta or evaluation hardware. Products provided as beta, pre-release, evaluation, or sample units are provided AS IS, may contain bugs or materially incomplete features, and may not be suitable for production use. We may update, disable, recall, or require return of such units at any time. To the extent you provide feedback, you grant us a non-exclusive, perpetual, irrevocable, royalty-free license to use it without restriction. Additional written terms may apply.

11. Goods Not for Resale; Export Compliance

You represent and warrant that you are purchasing for personal or household use, not for resale, distribution, or export. You agree to comply with all applicable U.S. export control and sanctions laws, including the Export Administration Regulations (EAR) and regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC). Without limiting the foregoing, you will not use, export, re-export, transfer, or otherwise make available Products: (a) to any embargoed or sanctioned country or region, (b) to any denied party or person on a restricted list, or (c) for any prohibited end use under applicable law (including WMD or military end uses where restricted). We may reject or cancel any order that would violate, or that we reasonably believe may violate, these laws or our compliance policies.

12. Force Majeure

We will not be liable for any failure or delay in performance to the extent caused by events or circumstances beyond our reasonable control, including acts of God, fire, flood, earthquake, pandemic, war, terrorism, civil unrest, labor actions, widespread internet or provider outages, carrier failures, embargoes, or governmental orders (each, a "**Force Majeure Event**"). Our obligations will be suspended for the duration of the Force Majeure Event, and we will use commercially reasonable efforts to mitigate its effects and resume performance. Payment obligations are not excused by Force Majeure.

13. Regulatory Notices; Recording Laws

The Products and related Services are not designed for life-safety or emergency uses. Features that involve audio capture or recording are subject to recording, wiretap, privacy, and consent laws. You are solely responsible for obtaining any required consents or notices and for complying with all applicable laws. See the Terms of Use sections titled "Consent to Record Others".

14. Disclaimers; Limitation of Liability

- 14.1. Exclusion of certain damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, GOODWILL, OR DATA, ARISING OUT OF OR RELATING TO ANY SALE, EVEN IF FORESEEABLE OR ADVISED OF THE POSSIBILITY.

14.2. **Liability cap.** EXCEPT FOR AMOUNTS YOU OWE, OUR TOTAL LIABILITY FOR ALL CLAIMS RELATING TO A SALE WILL NOT EXCEED THE GREATER OF: (A) ONE HUNDRED DOLLARS (US \$100) OR (B) THE AMOUNT YOU PAID FOR THE PRODUCT OR SUBSCRIPTION AT ISSUE.

14.3. **Non-excludable liability.** Nothing in these Terms of Sale limits liability that cannot be limited under applicable law (for example, death or personal injury caused by our negligence). For clarity, the general disclaimers and limitations in the Terms of Use apply in addition to this Section 14.

15. Dispute Resolution; Arbitration; Class-Action Waiver

The Arbitration Agreement in our Terms of Use (including the class-action waiver and any opt-out right) applies to all disputes arising out of or relating to these Terms of Sale, any Sale, or any Product or Subscription, and is incorporated by reference. For clarity, any permitted small-claims option, venue, fee allocation, confidentiality, and severability provisions in the Terms of Use Arbitration Agreement apply here as well.

16. Changes to These Terms of Sale

We may revise these Terms of Sale from time to time in our sole discretion. Changes are effective when posted and apply prospectively to (i) new orders placed after the effective date and (ii) Subscription renewals occurring after any required notice period. We will update the “Last modified” date above and, where required by law (including for price increases on auto-renewals), provide advance notice and instructions for canceling before renewal. Orders already accepted remain governed by the version in effect at the time of acceptance. Any changes to dispute-resolution terms will not apply to disputes of which the parties had actual notice before posting.

17. Miscellaneous

17.1. **Notices.** We may provide notices to you by email, in-product message, push notification, or posting within the Website/Apps. You are responsible for keeping your email address current and deliverable. Formal notices to us must be sent to hey@heypocket.com and to: Open Vision Engineering, Inc., 131 Continental Dr, Suite 305, Newark, DE 19713, United States.

17.2. **Assignment.** You may not assign these Terms of Sale or any rights or obligations hereunder without our prior written consent. Any attempted assignment in violation of the foregoing is void. We may assign in accordance with the Terms of Use.

17.3. **Order of precedence.** These Terms of Sale prevail over the Terms of Use solely with respect to orders, pricing, payment, shipping, returns, warranty, and Subscriptions. In all other respects, the Terms of Use govern.

17.4. **Severability; waiver.** If any provision of these Terms of Sale is held invalid or unenforceable, it will be limited or severed to the minimum extent necessary, and the remainder will continue in full force. No waiver is effective unless in writing and signed by the waiving party. A failure or delay in enforcing any term is not a waiver.

- 17.5. Entire agreement. These Terms of Sale, together with the Terms of Use, Privacy Policy, and your order confirmation, constitute the entire agreement between you and us regarding the Sales and supersede all prior or contemporaneous understandings on that subject.