

WISE POWER, INC.
TERMS OF SALE

Last Updated: April 10, 2018

This online store (“Store”) is provided by Wise Power, Inc. (“Wise,” “we,” “us,” “our”). Your purchase of the Wise hardware products (“Products”) from the Store constitutes your agreement to be bound by these Terms of Sale (“Terms of Sale”) and any additional terms we provide, including but not limited to our [Terms of Service](#) and the terms of the EULA and our Privacy Policy. The Terms of Sale are a legally binding agreement between Wise and the User (“User,” “you,” “your”).

Wise offers state-of-the art Products that provide unique Internet of Thing solutions for its Users power distribution requirements. Capitalized terms not defined in these Terms of Sale will have the meaning set forth in [Terms of Service](#), the EULA or the Privacy Policy. The [Terms of Service](#) is a blanket agreement and applies to your use of the Services and the Products.

THESE TERMS OF SALE APPLY TO ALL PRE-ORDERS, OFFERS, SALES AND PURCHASES OF THE PRODUCTS SOLD THROUGH THE SITE. WE RESERVE THE RIGHT TO AMEND OR UPDATE THESE TERMS OF SALE AT ANY TIME BY POSTING SUCH AMENDED OR UPDATED TERMS ON OUR SITE AND INFORMING YOU VIA REASONABLE MEANS; YOUR CONTINUED USE OF THE SITE OR PURCHASE OF PRODUCTS AFTER THE POSTED CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF AND AGREEMENT TO SUCH CHANGES.

PLEASE NOTE THAT THESE SALE TERMS CONTAIN A BINDING AND MANDATORY ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS AND LIMITS REMEDIES AVAILABLE TO YOU IN THE EVENT OF CERTAIN DISPUTES

PLEASE READ THESE TERMS OF SALE AND THE [TERMS OF SERVICE](#) CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. UNLESS OTHERWISE STATED IN WRITING, IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF SERVICE AND THE TERMS OF SALE, THE TERMS OF SERVICE WILL PREVAIL.

IF YOU DO NOT AGREE WITH THE TERMS SET FORTH HEREIN IN THESE TERMS OF SALE, DO NOT REGISTER OR USE OUR SITE OR THE SERVICES AND/OR PRODUCTS THEREUNDER. IF YOU USE THE SERVICES AND/OR PRODUCTS OFFERED HERewith, YOU ARE BOUND BY THESE TERMS OF SALE.

1. TERRITORY

Our Products are available for purchase only in the United States of America (the “Registered Territory”). If you would like our Products and our Services to be offered in your territory, please write to us at info@wiseiot.com. Do not access our Site or use our Services if you reside outside the Registered Territory. We cannot currently provide Services to residents of the European Union. We will inform you when we begin offering our Products and Services in other territories via reasonable means including updating these Terms.

2. ELIGIBILITY

You may only buy our Products if you are 18 years of age or older, are capable of forming a legally binding agreement and are not otherwise barred from buying such Products.

3. COMPATIBILITY

We have tested all the Products for compatibility with our Services. All the Products are compatible with our Services i.e., they “Work with Wise”. Our Products have been created to support and enhance our Services.

4. OFFER & ACCEPTANCE

To make an offer for purchase of Products, you will have to create an Account, as fully described in the [Terms of Service](#). Please also read our Privacy Policy for how we store and collect information, when you create an Account. A pre-order or order submitted by you constitutes an offer by you to Wise to purchase the Products in accordance with this Terms of Sale and is subject to our subsequent acceptance. Our acceptance of your pre-order or order takes effect and a contract of sale is concluded at the point where such offer is expressly accepted by us, evidenced by Wise dispatching your order and accepting your credit card or other payment (“Acceptance”). Prior to such Acceptance, an automatic e-mail acknowledgement of your order may be generated. Please note that any such automatic acknowledgement does not constitute a formal Acceptance of your pre-order or order.

5. RESERVATION & PRE-ORDERS

Products available for reservation and pre-order are not offered for sale by Wise. Your placement of a reservation and pre-order does not create a contract for sale. By placing a reservation and pre-order for a Product that is not yet available for sale, you make an offer to Wise to purchase the Product subject to these Terms of Sale. Wise will obtain an authorization from your bank or credit card company for no charge. An authorization from your payment card company may stay open for several days or weeks before a charge is actually made. You may cancel your offer to purchase Products at any time prior to shipment and you will not be charged.

Wise reserves the right to cancel or refuse any order for any reason at any time prior to shipment, including after an order has been submitted, whether or not the order has been confirmed. We may attempt to contact you if all or a portion of your order is cancelled, or if additional information is needed to complete and accept your order.

6. PAYMENT & AVAILABILITY

By providing a credit card or other payment method accepted by Wise, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your order (including any applicable taxes and other charges). If the payment method you provide cannot be verified, is invalid or is otherwise not acceptable, your order may be suspended or cancelled. You must resolve any problem we encounter in order to proceed with your order. In the event you want to change, or update payment information associated with your Wise Account, you can do so at any time by logging into your Account and editing your payment information.

All Products offered at the Store are subject to availability, and we reserve the right to impose quantity limits on any order, to reject all or part of an order and to discontinue offering certain Products and/or Services without prior notice. Prices for the Products and Services are subject to change at any time, but changes will not affect any order for Products you have already placed.

While we make every effort to ensure that Products appearing on the Store are available, we cannot guarantee that Products are in stock, immediately available, or available for distribution or delivery in all parts of the Registered Territory when you submit your pre-order or order. We may reject your pre-order or order, without liability, if we are unable to process or fulfill it for any reason. If this is the case, we will refund any prior payment that you have made for that item if any such payment has been made.

7. WISE CANCELLATION & EXCHANGE POLICY

After Acceptance, you may not modify or cancel your pre-order or order without our prior written consent; provided, however: (a) we may cancel your order at any time after Acceptance and prior to shipment for any reason in our sole discretion, including but not limited to (i) our inability to process or fulfill the order; (ii) you are in a country where Products cannot be purchased or shipped; and (iii) your order does not comply with any applicable Terms of Sale, and in such event, we will authorize our payment processing partners to issue you a credit or refund for any amounts already paid; and (b) for any pre-orders of the Products (as specifically identified on the Site), you are permitted to cancel your pre-order up until such time as the Products have been shipped by emailing info@wiseiot.net with your cancellation request.

8. SALES TAX

Depending on the order, Wise calculates and charges sales tax in accordance with applicable laws.

9. RESALE AND TITLE TRANSFER

Purchases made on the Store are intended for end users only and are not authorized for resale. Title for Products purchased from the Store passes to the purchaser at the time of delivery by Wise to the freight carrier, but Wise and/or the freight carrier will be responsible for any Product loss or damage that occurs when the Product is in transit to you. We reserve the right to make changes to Products prices from time to time at our sole discretion. The prices of our Products are detailed under our Store webpage.

10. INSTALLATION

There may be laws in the jurisdiction that you install a particular Product applicable to where and how to install that Product. You should check that you are in compliance with all relevant laws in your jurisdiction. Wise is not responsible for any injury or damage caused by self-installation.

11. PURCHASES ARE FINAL

ONCE CONFIRMED, ALL PRODUCT PURCHASES ARE FINAL, NON-CANCELABLE AND NON-REFUNDABLE, EXCEPT AS SPECIFIED IN THE APPLICABLE CANCELLATION POLICY AND EXCHANGE POLICY SET FORTH BELOW.

12. SHIPPING, DELIVERY & RISK

Prices for the Products do not include shipping costs. Our delivery charges and methods are as described on the Store website from time to time.

Delivery timelines/dates specified on our Site, in any order acknowledgement, Acceptance or elsewhere are estimates only. While we will endeavor to meet such timelines or dates, we do not undertake, promise or warrant to dispatch Products by a particular date or dates and will not be liable to you in respect of delays or failure to do so.

Delivery will be to a valid address within the Registered Territory submitted by you (“Delivery Address”), and subject to Acceptance. You must check the Delivery Address on any acknowledgement or Acceptance we provide and notify us without delay of errors or omissions at info@wiseiot.net. We reserve the right to charge you for any extra costs arising from changes you make to the Delivery Address after you submit an order.

Except as otherwise provided in these Terms of Sale, risk of loss or damage to Products passes to you upon delivery, or when Products are placed in your possession or that of any carrier or transport provided by you, whichever occurs first.

13. LICENSE TO THE SOFTWARE

You accept and acknowledge that Wise is not selling you the Wise Software and is only licensing the Software to you as per this Section and as per the terms of the End User License Agreement (“EULA”). The Wise Software embedded in the Product (and any updates thereto) (“Wise Software”) is licensed and governed by the End User License Agreement.

14. PRODUCT SPECIFICATIONS; DISCLAIMER OF WARRANTIES

All Products specifications, illustrations, drawings, images, particulars, dimensions, performance data and other information on our Site or made available by us are intended to represent no more than a general illustration of Products and their features and do not constitute a warranty or representation by us that Products will conform with the same. Products that are shipped to you may vary from these images or specifications.

PRODUCTS ARE PROVIDED WITHOUT ANY WARRANTIES OR SUPPORT OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND NO OTHER REPRESENTATIONS OR CLAIMS OF ANY KIND WILL BE BINDING ON OR OBLIGATE US. PRODUCTS ARE EXPRESSLY PROVIDED TO YOU “AS IS.” WE DO NOT AND WILL NOT PROVIDE ANY TECHNICAL OR CUSTOMER SUPPORT FOR PRODUCTS WHATSOEVER. IF ANY TECHNICAL SUPPORT OR ASSISTANCE IS PROVIDED WITH RESPECT TO PRODUCTS AND THE USE THEREOF, IT IS PROVIDED “AS IS”, WITHOUT WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT THE USE OR OPERATION OF PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. YOU BEAR ALL RISKS RELATING TO THE USE OF PRODUCTS AND THE QUALITY AND PERFORMANCE OF PRODUCTS AND ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION EXCEPT AS EXPRESSLY SET FORTH AS PART OF THE EXCHANGE POLICY. THESE TERMS STATE YOUR SOLE AND EXCLUSIVE REMEDIES.

SOME JURISDICTIONS DO NOT ALLOW FOR THE DISCLAIMER OR LIMITATION OF WARRANTIES, SO THE ABOVE DISCLAIMER OR LIMITATION MAY NOT APPLY TO YOU.

15. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WISE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE PRODUCTS; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE PRODUCTS; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF WISE EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID WISE, IF ANY, IN THE PAST SIX MONTHS FOR THE PRODUCTS GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT WISE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

YOU AND (IF APPLICABLE) YOUR PERSONAL REPRESENTATIVE, KNOWINGLY AND FREELY ASSUME ALL RISK WHEN ACCESSING THE PRODUCTS AND/OR THE SERVICES. YOU, ON BEHALF OF YOURSELF, AND (IF APPLICABLE) YOUR PERSONAL REPRESENTATIVES AND YOUR HEIRS, HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY WISE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY CLAIMS, DISPUTES, DEMANDS, LIABILITIES, DAMAGES, LOSSES, AND COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL AND ACCOUNTING FEES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (I) YOUR ACCESS TO OR USE OF THE PRODUCTS AND/OR THE SERVICES (II) YOUR USE OF THE PRODUCTS AND/OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, FOR BODILY INJURY, WRONGFUL DEATH, EMOTIONAL DISTRESS, OR OTHER DAMAGES OR HARM, WHETHER TO YOU OR TO THIRD PARTIES, WHICH MAY RESULT FROM THE USE OF THE PRODUCTS AND/OR THE SERVICES, (III) VIOLATION OF THESE TERMS, INCLUDING, WITHOUT LIMITATION, YOUR BREACH OF ANY OF THE REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN AND FOR BODILY INJURY, WRONGFUL DEATH, EMOTIONAL DISTRESS, LOSS OF SERVICES OR OTHER DAMAGES OR HARM, WHETHER TO YOU OR TO THIRD PARTIES, WHICH MAY RESULT FROM YOUR USE OF THE PRODUCTS AND/OR THE SERVICES, (IV) CLAIMS, OR ANY DECISION BY A COURT, ARBITRATOR, OR GOVERNMENT AGENCY, THAT WISE IS OBLIGATED TO PAY ANY WITHHOLDING TAXES, SOCIAL SECURITY, UNEMPLOYMENT OR DISABILITY INSURANCE OR SIMILAR ITEMS IN CONNECTION WITH ANY PAYMENT RECEIVED BY YOU UNDER THE TERMS, (V) YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY RIGHT OF PRIVACY OR INTELLECTUAL PROPERTY RIGHTS, (VII) YOUR VIOLATION OF ANY APPLICABLE LAW, RULE OR REGULATION, (VIII) YOUR WILLFUL MISCONDUCT, OR (IX) ANY OTHER PARTY'S ACCESS AND USE OF THE SERVICE WITH YOUR UNIQUE USERNAME, PASSWORD OR OTHER APPROPRIATE SECURITY CODE.

16. CUSTOMS DUTIES & EXPORT

You agree not to promote, approach or use, distribute, transfer, provide, sub-license, share with, or otherwise offer the Products and/or the Services in violation of any Laws or these Terms, including, without limitation, the United States Foreign Corrupt Practices Act, the UK Bribery Act and similar anti-corruption statutes in all jurisdictions. Without limiting the foregoing, you will not knowingly directly or indirectly export, re-export, transfer, make available or release (collectively, "Export") the Services to any destination, person, entity or end use prohibited or restricted under US law without prior US government authorization to the extent required by regulation, including without limitation, any parties listed on any of the denied parties lists or specially designated nationals lists maintained under the EAR or the Security, and the Foreign Asset Control Regulations (31 CFR 500 et seq.) administered by the US Department of Treasury, Office of Foreign Assets Control without appropriate US government authorization to the extent required by regulation.

17. GOVERNING LAW

This Agreement shall be governed by the law of the State of California, without respect to its conflicts of laws principles. Each of the parties to this Agreement consents to the exclusive jurisdiction and venue of the state and federal courts located in California, for any actions not subject to Dispute Resolution and Arbitration provisions as set forth in Section 18.

18. DISPUTE RESOLUTION & ARBITRATION

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH WISE AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

a. Binding Arbitration

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Wise agree (a) to waive your and Wise’ respective rights to have any and all Disputes arising from or related to this Agreement, use of our Products and Services, resolved in a court, and (b) to waive your and Wise’ respective rights to a jury trial. **Instead, you and Wise agree to arbitrate Disputes through binding arbitration** (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

b. No Class Arbitrations, Class Actions or Representative Actions

You and Wise agree that any Dispute arising out of or related to these Terms or the Sites, Content or Products is personal to you and Wise and that such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. You and Wise agree that there will be no class arbitration or arbitration in which an individual attempt to resolve a Dispute as a representative of another individual or group of individuals. Further, you and Wise agree that a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

c. Federal Arbitration Act

You and Wise agree that these Terms affect interstate commerce and that the enforceability of this Section 16 shall be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”), to the maximum extent permitted by applicable law.

d. Notice; Informal Dispute Resolution

You and Wise agree that each party will notify the other party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to Wise shall be sent by certified mail or courier to Wise Power, Inc., Attn: Legal, 2500 Broadway, Bldg F, Suite F-125, Santa Monica, CA 90404. Your notice must include (a) your name, postal address, telephone number, the email address you use or used for your Wise account and, if different, an email address at which you can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that you are seeking. Our notice to you will be sent electronically in accordance with this Agreement and will include (x) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (y) a description in reasonable detail of the nature or basis of the Dispute, and (z) the specific relief that we are seeking. If you and Wise cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either you or Wise may, as appropriate and in accordance with this Section 18, commence an arbitration proceeding.

e. Process

EXCEPT FOR DISPUTES IN WHICH EITHER PARTY SEEKS TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT OR SEEKS INJUNCTIVE OR OTHER EQUITABLE RELIEF FOR THE ALLEGED UNLAWFUL USE OF INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, TRADEMARKS, TRADE NAMES, LOGOS, TRADE SECRETS OR PATENTS, YOU AND WISE AGREE THAT ANY DISPUTE MUST BE COMMENCED OR FILED BY YOU OR WISE WITHIN ONE (1) YEAR OF THE DATE THE DISPUTE AROSE, OTHERWISE THE UNDERLYING CLAIM IS PERMANENTLY BARRED (WHICH MEANS THAT YOU AND WISE

WILL NO LONGER HAVE THE RIGHT TO ASSERT SUCH CLAIM REGARDING THE DISPUTE). You and Wise agree that (a) any arbitration will occur in San Francisco, California, (b) arbitration will be conducted confidentially by a single arbitrator in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section, and (c) that the state or federal courts of the State of Illinois, have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county of your billing address if the Dispute meets the requirements to be heard in small claims court.

f. Authority of Arbitrator

As limited by the FAA, these Terms and the applicable AAA rules, the arbitrator will have (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (b) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. Notwithstanding anything to the contrary herein or the applicable AAA rules, discovery in the arbitration shall be limited to one set of interrogatories, one set of request for admissions, and one set of request for production of documents.

The arbitrator’s award of damages must be consistent with the terms of the “Limitation of Liability” section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant’s individual claim. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses, to the extent provided under applicable law. We will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys’ fees and expenses if it prevails in arbitration.

g. Rules of AAA

The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879. By agreeing to be bound by these Terms, you either (a) acknowledge and agree that you have read and understand the rules of AAA, or (b) waive your opportunity to read the rules of AAA and any claim that the rules of AAA are unfair or should not apply for any reason.

h. Severability

If any term, clause or provision of this Section 18 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 18 will remain valid and enforceable. Further, the waivers set forth in Section 18 are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

i. Opt-Out Right

YOU HAVE THE RIGHT TO OPT OUT OF BINDING ARBITRATION WITHIN THIRTY (30) DAYS OF THE DATE YOU FIRST ACCEPTED THE TERMS OF THIS SECTION 18 BY WRITING TO: WISE POWER, INC., RE: OPT-OUT, WISE POWER, INC. 2500 BROADWAY, BLDG F, SUITE F-125, SANTA MONICA, CA 90404. IN ORDER TO BE EFFECTIVE, THE OPT OUT NOTICE MUST INCLUDE YOUR FULL NAME AND CLEARLY INDICATE YOUR INTENT TO OPT OUT OF BINDING ARBITRATION. BY OPTING OUT OF BINDING ARBITRATION, YOU ARE AGREEING TO RESOLVE DISPUTES IN ACCORDANCE WITH SECTION 18.