



CONSUMER TERMS OF SALE

PLEASE READ THESE TERMS CAREFULLY! By submitting your order or accepting or using products, you acknowledge that you agree to these terms in their entirety.

1. **Application.** These Consumer Terms of Sale (“Terms”) apply to all consumer purchases from Hwisel Soft Inc. in Canada or Hwisel LLP in the United State of America (herein referred to as ‘Hwisel’) or of Hwisel products, services, or support (“Product”) in the United States or Canada.
2. **Additional Terms.** The Terms consist of this document and the purchase of Hwisel Services or equipment subscriptions are:
 - a. [Return Policy](#),
 - b. [Consumer Service Contracts](#) (for Service Plan purchases),
 - c. [Privacy Statement](#) (describing how Hwisel collects, uses, and shares your personal information available on our web site),
 - d. [Terms of Use](#) (governing your use of Hwisel’s website, available on our web site), and,
 - e. [EV Charger Subscription Agreement](#).
3. **Orders, Acceptance and Cancellation.** Your order is an offer to buy. Hwisel may send an order confirmation email to acknowledge receipt of your order, but Hwisel does not accept your order until we send you notice that the Product has shipped. Hwisel may process payment for and ship parts of an order separately. Hwisel reserves the right at any time, even after we send you a confirmation email, to decline or cancel your order or to limit order quantities for any reason, including errors or suspected fraud.
4. **Pricing and Availability.** Prices and promotions are subject to change. Hwisel strives to communicate accurate pricing and product information, but errors may occur. In the unlikely event that an error impacts your order, or a Product ordered is no longer available, we will either contact you for instructions or cancel your order.
5. **Taxes and Fees.** Unless you provide Hwisel with a valid and correct tax exemption certificate, you are responsible for sales and other taxes associated with your order.
6. **Shipping.** Product title passes to you when the Product ships. You are responsible for inspecting the package(s) upon delivery and must note any visible damage on the proof of delivery (POD) or other delivery receipt the carrier asks you to sign. Hwisel is not responsible for any visible shipping damages not noted on the delivery receipt.
7. **Warranty Disclaimer.** HWISEL INCORPORATES ITS CONSUMER WARRANTIES REFERENCED ABOVE WHICH APPLY TO PURCHASES OF HWISEL-BRANDED HARDWARE. HWISEL MAKES NO WARRANTIES FOR SERVICE, SOFTWARE, MAINTENANCE OR SUPPORT OR FOR NON-HWISEL BRANDED PRODUCT, WHICH ARE PROVIDED "AS IS," AND DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AND CONDITIONS AGAINST HIDDEN OR LATENT DEFECTS. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OF WARRANTIES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.



8. **Receiving Warranty or Service Support.** IT IS YOUR RESPONSIBILITY TO BACK UP ALL EXISTING DATA, SOFTWARE AND PROGRAMS BEFORE RECEIVING SERVICES OR SUPPORT (INCLUDING TELEPHONE SUPPORT). HWISEL AND/OR YOUR THIRD-PARTY SERVICE PROVIDER WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS, OR FOR LOSS OF USE OF SYSTEM(S) ARISING OUT OF THE SERVICES OR SUPPORT OR ANY ACT OR OMISSION, INCLUDING NEGLIGENCE, BY HWISEL OR YOUR-THIRD-PARTY SERVICE PROVIDER. Parts used in repairing or servicing Product(s) may be new, equivalent-to-new, or reconditioned.
9. **Telephone Communications.** Telephone communications with us, our agents or independent contractors may be monitored and/or recorded. You expressly consent, on behalf of yourself and other users of your phone number, to such monitoring or recording. By providing us with a phone number (including mobile) as your contact number, you expressly authorize us to contact you on that number via text message or telephone, including via pre-recorded or auto-dialed calls. This consent is for non-telemarketing calls only.
10. **Limitation of Liability.** In no event will HwiseL be liable for any indirect, consequential, exemplary, incidental, or punitive damages, including lost profits, even if HwiseL has been advised of the possibility of such damages. YOU AGREE THAT HWISEL'S LIABILITY IN ANY DISPUTE WILL BE CAPPED AT THE TOTAL AMOUNT YOU PAID FOR THE ORDER OR PRODUCT AT ISSUE. Some jurisdictions do not allow limitation of certain damages, so these limitations may not apply to you.
11. **Purchases may not be resold or exported.** Your purchase is for your own use, not for resale, export, re-export, or transfer. Your purchase is subject to, and you are responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions ("Export Laws"). Your purchase may not be sold, leased, or transferred to restricted countries, restricted end users, or for restricted end uses according to the Export Laws.
12. **Governing Law.** THESE TERMS AND ANY DISPUTE BETWEEN YOU AND HWISEL WILL BE GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO, IN CANADA, OR THE STATE OF DELAWARE, IN THE USA, WITHOUT REGARD TO CONFLICTS OF LAW.

(rev. 12Jul22)



RETURN POLICY

Direct (applies only to purchases directly from Hwisel)

Hwisel values its relationship with you and offers you the option to return most products you purchase directly from Hwisel. You may return eligible products for a credit, or a refund of the purchase price paid, less shipping and handling and any applicable restocking fees, as set forth in detail in the Return Policy below. This return policy applies only to purchases directly from Hwisel by internet, phone or the Hwisel online store.

Hwisel values its relationship with you and offers you the option to return most products you purchase directly from Hwisel. For all purchases not made directly from Hwisel, please check the return policy of the location from which you purchased your product.

14-Day Return Period for Certain Products and Accessories: Unless you have a separate agreement with Hwisel, or except as provided below, all hardware, accessories, peripherals and parts may be returned if requested and approved by Hwisel within 14 calendar days from the date on the packing slip or invoice for a refund or credit of the purchase price paid. Note that your refund or credit may be reduced by the amount of shipping and handling fees and any applicable restocking fees (as further described below). Any product returned to Hwisel **without prior authorization** from Hwisel will be considered an **unauthorized** return, and you will not receive a refund or credit for the product and Hwisel will not ship the product back to you. For instructions about requesting a return, see “How to Return a Product” below. **All approved returns must be received by Hwisel within 14 calendar days of the return approval date otherwise the amount of refund or credit may be reduced or eliminated if the product(s) are returned late.**

Restocking Fees: Unless the product is defective or the return is a direct result of a Hwisel error, Hwisel may charge a restocking fee of **15%** of the purchase price paid less shipping and handling, plus any applicable sales tax, which would be applied through a total reduced refund or credit.

Promotional Items: If you return a purchased item that qualified you for a discount, promotional item or promotional card and either (i) do not also return the discounted or promotional item or (ii) have already redeemed the promotional card, Hwisel may deduct the value of the discount, promotional item or redeemed card from any refund or credit you receive for the return of the purchased item.

How to Return a Product: Before returning a product, you **MUST** first contact Hwisel customer service and obtain a Credit Return Authorization (CRA) number before the end of the applicable return period. Hwisel will not accept returns without a CRA number. To find the appropriate phone number or to send an email to customer service to request a CRA number, go to www.Hwisel.com/contact-us. To initiate a return online, please click [here](#).

NOTE: You MUST follow these steps when returning a product:

1. Ship the product to Hwisel. Please note that all approved returns must be received by Hwisel within 14 days of the date that Hwisel issues the return authorization and instructions.
2. Ship back **all** products you are seeking to return to Hwisel and for which you received a CRA number. For partial returns, your refund or credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions.
3. Return the products in their original packaging, in as-new condition, along with any media, documentation and any other items that were included in your original shipment.



4. You must ship the products at your expense, and make sure the shipment is insured, or accept the risk of loss or damage during shipment.
5. Upon receipt of your return, Hwisel will issue a credit or refund of the purchase price paid, which may be reduced by the amount of shipping and handling fees and any applicable restocking fees subject to this policy.

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Hwisel Auto-Renewing Service Terms

Hwisel offers a variety of services on an auto-renewing subscription basis. Auto-renewal ensures continued use of your product, service, or other offering until you choose to cancel, with no need to keep track of renewal dates. **Hwisel will automatically renew your subscription using the payment method on file until you cancel.** Most subscriptions are offered on either an annual or monthly basis. For subscriptions that auto-renew less frequently than monthly, you will receive a reminder notice via email prior to each renewal charge. You must opt out of automatic renewal of your subscription **prior to the renewal date** to avoid renewal charges. Please click on the applicable title below for the specific auto-renewal terms for your subscription, including renewal dates, cancellation methods, and any fees, such as early termination fees, that may apply in some circumstances for some subscriptions.

Consumer Subscription Services

Your auto-renewing subscription billing plan ensures continued availability of the service under your service contract with no need to keep track of renewal dates. You may cancel at any time as detailed in “Cancelling Auto-Renewal” below.

Charges and Payments

Your charges and fees are set forth on your order documentation, including the **Monthly Subscription Charge** (a monthly charge for your service Plan, including applicable tax).

Hwisel will automatically renew your subscription each month unless your service expires or is cancelled by us or you.

On each renewal date (as set forth on your order documentation), your payment method will be charged the Monthly Subscription Charge. The first renewal date will be approximately one month after your purchase of plan you signed up for with subscription billing.

You must be current on all payments to receive service under your service Plan. You may update your payment information by contacting Hwisel at the Customer Care Phone Number 1 (800) 775-5759 or using the Hwisel Link included in your renewal notice.

Cancelling Auto-Renewal

Auto-renewal can be canceled any time after activation by contacting Hwisel at the Customer Care Phone Number 1 (800) 775-5759 or using the Hwisel Link included with your renewal reminder. To avoid a renewal charge for the next period, auto-renewal must be cancelled prior to the renewal date.

Cancelling auto-renewal does not automatically cancel your service contract. Instead, your service contract will expire at the end of the current month of service for which you have paid.