

## **TRIFECTA TERMS OF USE**

Last Modified: August 20, 2019

### **1. Your Acceptance**

Thanks for reviewing the Terms of Use for Trifecta. This is an agreement (“Agreement”) between Trifecta Solutions LLC (“Trifecta”), the owner and operator of [www.trifectawireless.com](http://www.trifectawireless.com), the components and other software, and the Trifecta Services (defined below) (collectively the “Platform”) and you (“you”, “your” or “User”), a User to the Platform.

Throughout this Agreement, the words “Trifecta,” “us,” “we,” and “our,” refer to our company, Trifecta, as is appropriate in the context of the use of the words.

By clicking “I agree”, accessing, or using the Platform or the Trifecta Services you agree to all terms contained in this Agreement and the Privacy Policy. We may amend this Agreement and our Privacy Policy and may notify you when we do so. PLEASE BE AWARE THAT THERE ARE ARBITRATION AND CLASS ACTION PROVISIONS THAT MAY AFFECT YOUR RIGHTS. If you do not agree to the Terms of Use or the Privacy Policy please stop using the Platform and any Trifecta Services immediately.

### **2. User Information and Accounts**

Users may be required to register before accessing the Platform or the Trifecta Services. Your information will be collected and disclosed as stated in our Privacy Policy. All Users are required to provide truthful and accurate information when registering for our Platform and must be over the age of 18. We reserve the right to verify all User credentials and to reject any Users. You are entirely responsible for maintaining the confidentiality of password and account and for any and all activities that occur under your account. You agree to notify Trifecta immediately of any unauthorized use of your account or any other breach of security. Trifecta will not be liable for any losses you incur as a result of someone else using your password or account, either with or without your knowledge.

### **3. Platform Ownership**

User acknowledges that the structure, organization, and code of the Platform and all related software components are proprietary to Trifecta and/or Trifecta's licensors and that Trifecta and/or its licensors retains exclusive ownership of the Platform. User shall not sell, copy, reproduce, transfer, publish, disclose, display or otherwise make available the Platform, access to the Platform, or any portions of the Platform including

any modifications, enhancements, derivatives, and other materials developed hereunder by Trifecta to others in violation of this Agreement. User shall not remove any proprietary, copyright, trademark, or service mark legend from any portion of any of the Platform, including any modifications, enhancements, derivatives, and materials developed by Trifecta.

#### **4. Platform and Services**

Through the Platform, Trifecta may make telecommunications products and other accessories available for purchase and/or make available data subscription plans to be used with such accessories (collectively “Trifecta Services”). Please be aware Trifecta only provides the Trifecta Services made available on the Platform and does not provide access to any Non-Trifecta Services (defined below).

#### **5. Platform and Services Disclaimer**

Please be aware that any Trifecta Services and the Trifecta Platform are offered “as-is” and “as-available.” Additionally, the Trifecta Services along with any information or content found on our Platform is intended for informational purposes and offered without warranty. Further, Trifecta has no liability to Users for any third party services, including but not limited to User Content, data, telecommunications services, telecommunications infrastructure, wireless data transmission, information, copy, images, URL names, and anything else made available by any third parties that you may access while using the Trifecta Services (collectively “Non-Trifecta Services”). Specifically, Trifecta shall not be liable for any service availability of any Non-Trifecta Services or any data connection speeds, errors, or accuracy related to any Non-Trifecta Services. All errors or issues with access shall be at the sole responsibility and expense of the third party offering such Non-Trifecta Services. Non-Trifecta Services may not be available in all areas and are subject to additional limitations. Where a User has exceeded a third party’s data usage limits, such third party may limit or otherwise employ “braking” of data speeds while User is accessing such Non-Trifecta Services, User is solely liable for monitoring its data usage in order to comply with such third party’s policies. Additionally, we shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Trifecta Services or any Non-Trifecta Services, directly or indirectly caused by, or proximately resulting from, any circumstances beyond our control, including, but not limited to, causes attributable to you; inability to access the Non-Trifecta Services and Trifecta Services; failure of a communications satellite, strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions, or other acts of God;

failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation of or access to the Trifecta Services or any Non-Trifecta Services.

## **6. Support and Data Troubleshooting**

Where User has issues connecting or accessing any Non-Trifecta Services including but limited to data connection or service area issues via any purchased products, User agrees that such issues shall solely be resolved by and between the User and such third party offering the Non-Trifecta Services. Trifecta is not responsible for any support or troubleshooting for any purchased products which are deemed to be Non-Trifecta Services.

## **7. User Privacy**

We value your privacy and understand your privacy concerns. Our Privacy Policy is incorporated into this Agreement, and it governs your submission of information to our Platform. Please review our Privacy Policy so that you may understand our privacy practices. All information we collect is subject to our Privacy Policy, and by using the Platform you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## **8. Use of the Platform**

When using our Platform, User is responsible for its use of the Platform. You agree to the following:

- You may not copy, distribute or disclose any part of the Platform in any medium, including without limitation by any automated or non-automated “scraping”;
- You may not attempt to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Platform;
- You may not use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Platform or to extract data;

- You may not use the Platform on a computer that is used to operate nuclear facilities, life support, or other mission critical applications where life or property may be at stake;
- You may not decompile, reverse engineer, disassemble, modify, rent, sell, lease, loan, distribute, or create derivative works or improvements to the Platform or any portion of it;
- You may not access our Platform in an attempt to build a similar or other competitive product;
- You may not use the Platform in an unlawful manner;
- You may not take any action that imposes, or may impose at our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- You may not collect or harvest any personally identifiable information, including account names, except where permitted, from the Platform;
- You may not impersonate any person or entity or misrepresent your affiliation with a person or entity;
- You may not violate or infringe other people's intellectual property, privacy, or other contractual rights while using our Platform;
- You may not violate any requirements, procedures, policies or regulations of networks connected to Trifecta;
- You may not sell, lease, loan, distribute, transfer, or sublicense the Trifecta Services;
- You may not interfere with or disrupt the Platform;
- You may not violate any US state or federal laws or regulations and you solely are responsible for such violations;
- You agree not to use the Platform in any way that is: misleading, unlawful, defamatory, obscene, invasive, threatening, or harassing.
- You agree that you will not hold Trifecta responsible for your use of our Platform; and

- You agree not to cause, or aid in, the disruption, destruction, manipulation, removal, disabling, or impairment of any portion of our Platform, including the de-indexing or de-caching of any portion of our Platform from a third party's website, such as by requesting its removal from a search engine.

If you are discovered to be undertaking any of the aforementioned actions your privileges to use our Platform may at our discretion be terminated or suspended. Additionally, if we believe that your actions may harm us or a third party we may suspend or terminate your use of the Platform. Generally, we will provide an explanation for any suspension or termination of your use of any of our Platform, but Trifecta reserves the right to suspend or terminate any account at any time without notice or explanation.

## **9. User Content**

User's ability to submit or transmit any information through the Platform, including but not limited to data, written content, images, videos, or any other information will be referred to as "User Content" throughout this Agreement. Please be aware that we are not required to host, display, migrate, or distribute any of your User Content and we may refuse to accept or transmit any User Content. You agree that you are solely responsible for any User Content submitted and you release us from any liability associated with any User Content submitted.

When you submit any User Content to us, you grant Trifecta, its partners, affiliates, Users, representatives and assigns a non-exclusive, limited, fully-paid, royalty-free, revocable, world-wide, universal, transferable, assignable license to display, distribute, store, broadcast, transmit, reproduce, modify, prepare derivative works, or use and reuse all or part of your User Content for the purposes of providing you any services associated with the Platform for the duration of this Agreement. Additionally, you grant to Trifecta a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Platform any suggestion, enhancement request, recommendation, correction or other feedback provided by you relating to the operation of our Platform. We reserve the right to remove, delete, modify, screen, edit, or refuse any User Content for any reason or no reason, and with or without notice to you. Where any User Content is submitted we shall store such User Content in a secure and confidential manner that is compliant with our internal storage policies.

## **10. Platform Availability**

Although we try to provide continuous availability to you, we do not guarantee that the Platform including any Trifecta Services will always be available, work, or be accessible

at any particular time. We may modify the Platform including any Trifecta Services at our discretion but we have no obligation to make any modifications at any time.

## **11. Payments**

You agree to pay for all costs, fees, and taxes listed when making any purchases or subscriptions via the Platform. User authorizes Trifecta or its third party payment processors to charge its method of payment on file at the time of purchase. Where applicable, you must agree to our third party payment processors terms and conditions for processing payments. All information that you provide in connection with a purchase or transaction must be accurate, complete, and current. Where you have failed to pay or where payments are overdue, Trifecta may suspend or terminate your access to the Trifecta Services, without liability to us.

## **12. Taxes**

Taxes may be added to any purchases as listed at the time of purchase. Where Trifecta does not charge you taxes for any purchases or payments, you agree to pay any and all applicable taxes. Additionally, where requested by us, you agree to provide us tax documentation to support any claims of on-time tax payment.

## **13. Subscription Plans and Renewals**

For your convenience when you purchase any Trifecta Services, including any purchase of a data subscription, your payment information may be logged and recorded. IF YOUR ACCOUNT HAS BEEN SET UP FOR AUTOMATIC PAYMENTS, TRIFECTA MAY CHARGE YOU AUTOMATICALLY AND ON A RECURRING BASIS, UNLESS YOU NOTIFY US THAT YOU WANT TO CANCEL YOUR AUTOMATIC PAYMENT VIA YOUR ACCOUNT DASHBOARD. ADDITIONALLY, YOU AUTHORIZE US TO BILL YOU ON A RECURRING BASIS AND AGREE THAT YOUR SELECTED SUBSCRIPTION SHALL AUTOMATICALLY RENEW FOR ADDITIONAL PERIODS (OF THE SAME LENGTH AS YOUR INITIAL SUBSCRIPTION) UNTIL WE ARE NOTIFIED OTHERWISE. YOU AGREE THAT NO ADDITIONAL CONSENT IS REQUIRED BY YOU TO CHARGE YOUR PREFERRED PAYMENT METHOD AUTOMATICALLY AND ON AN AUTOMATICALLY RENEWABLE BASIS FOR THE SUBSCRIPTION SELECTED.

## **14. Pricing and Price Increases**

The pricing for all Trifecta Services are listed on the Trifecta Platform. Trifecta may increase the price of any Trifecta Services, at our discretion and we reserve the right to

do so at any time. In the event of a price increase to your subscription, Trifecta shall notify you and you will have the chance to accept or reject any price increase before the paid subscription renewal. Please notify us if you intend to reject a price increase. You agree that Trifecta has no obligation to offer any Trifecta Services for the price originally offered to you at sign up.

## **15. Refunds**

At Trifecta we want you to be satisfied with the products sold through the Trifecta Services. Therefore we offer a fourteen (14) day refund policy from the date of receipt, for any products that are new, unopened, and unused. Additionally, our fourteen (14) day refund policy is applicable for any new subscriptions purchased via the Platform. For any refund requests please contact us at [support@trifectawireless.com](mailto:support@trifectawireless.com), once we have received your refund request we will contact you and provide you with an RMA (defined below) where applicable. Please be aware that you must contact us BEFORE a refund may be issued, DO NOT SHIP anything before we respond to your refund request and provide you with a Return Authorization Number("RMA") or other instructions. Once you have received your RMA please follow the return instructions as provided. You will be required to pay for any return shipping or handling. We are not responsible for loss or damage of your return shipments.

## **16. Shipping**

At checkout you may be able to select from multiple shipping options for any products offered via the Trifecta Services. Shipping is generally available in the United States, and other locations as listed. Prices for each location may vary. Standard shipping times and rates will apply; if you have any questions regarding our shipping policies please contact us. Please be aware that as we do not transport the products we cannot guarantee shipping times. Before we can ship your order, Trifecta must prepare your product and ensure quality control. We recommend you check all shipments immediately once you have received them. If you have any issues with your shipment, please contact us immediately.

### Risk of Loss

All items purchased through the Platform are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon tender of the item to the third party shipping carrier.

## **17. Product Descriptions and Size**

Please be aware that all photos of any products sold on the Platform are for illustrative purposes only. Although we use reasonable efforts to ensure that our products are almost entirely similar to the photos offered on our Platform, it is possible that some photos shown on our Platform may not be entirely representative of the actual product. The final products received by you may vary slightly in color, size, look, finish, or style. Additionally, you should be aware that all dimensions are approximate and not exact.

### **18. Intellectual Property**

The name "Trifecta Wireless", the Trifecta Services along with the design of the Trifecta Platform and any text, writings, images, templates, scripts, graphics, interactive features and any trademarks or logos contained therein ("Marks"), are owned by or licensed to Trifecta, subject to copyright and other intellectual property rights under US and foreign laws and international conventions. Trifecta reserves all rights not expressly granted in and to the Platform. You agree to not engage in the use, copying, or distribution anything contained within the Platform unless we have given express written permission.

### **19. Idea Submission**

Trifecta or any of its employees do not accept or consider unsolicited ideas, including but not limited to ideas relating to processes, technologies, product enhancements, or product names. Please do not submit any unsolicited ideas, content, artwork, suggestions, or other works ("Submissions") in any form to Trifecta. The sole purpose of this policy is to avoid potential misunderstandings or disputes when Trifecta's products might seem similar to ideas you submitted to Trifecta. If, despite our request that you not send us your ideas, you agree to the following: (1) your Submissions and their contents will automatically become the property of Trifecta, without any compensation to you; (2) Trifecta may use or redistribute the Submissions and their contents for any purpose and in any way; (3) there is no obligation for Trifecta to review the Submission; and (4) there is no obligation to keep any Submissions confidential.

### **20. Disclaimer**

THE PLATFORM AND ALL TRIFECTA SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER TRIFECTA, NOR ANY OF OUR EMPLOYEES, MANAGERS, OFFICERS, ASSIGNS, AFFILIATES, OR AGENTS MAKE ANY CLAIMS, REPRESENTATIONS, WARRANTIES, OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: (1) THE PLATFORM OR ANY TRIFECTA SERVICES; (2) ANY INFORMATION OR



CONTENT PROVIDED VIA THE PLATFORM; (3) THE SAFETY PERFORMANCE OR DURABILITY OF THE TRIFECTA SERVICES OR PRODUCTS; OR (4) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO TRIFECTA, OR VIA THE PLATFORM. IN ADDITION, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS. TRIFECTA DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE PLATFORM OR THE SERVER THAT MAKES THE PLATFORM AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS. TRIFECTA DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE PLATFORM IS ACCURATE, COMPLETE, OR USEFUL. TRIFECTA DOES NOT WARRANT THAT YOUR USE OF THE PLATFORM IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND TRIFECTA SPECIFICALLY DISCLAIMS ANY SUCH WARRANTIES. TRIFECTA DOES NOT WARRANT THE ACCURACY, COMPLETENESS, TIMELINESS, OR USEFULNESS, OR ENDORSE ANY NON-TRIFECTA SERVICES.

#### **21. Limitation of Liability.**

IN NO EVENT SHALL TRIFECTA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE TRIFECTA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. SOME STATES, INCLUDING NEW JERSEY, DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU OR ANY NEW JERSEY RESIDENTS. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. SPECIFICALLY, IN THOSE JURISDICTIONS NOT ALLOWED, WE DO NOT DISCLAIM LIABILITY FOR: (1) DEATH OR PERSONAL INJURY CAUSED BY TRIFECTA'S NEGLIGENCE OR THAT OF ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS; (2) FRAUDULENT MISREPRESENTATION; OR (3) ANY LIABILITY WHICH IT IS NOT LAWFUL TO EXCLUDE EITHER NOW OR IN THE FUTURE. WHERE A TOTAL DISCLAIMER OF

LIABILITY IS DISALLOWED YOU AGREE THAT OUR TOTAL LIABILITY TO YOU SHALL NOT EXCEED THE AMOUNTS YOU HAVE PAID IN THE PAST SIX (6) MONTHS TO USE OUR PLATFORM OR ONE HUNDRED USD, WHICHEVER IS GREATER.

## **22. Indemnity**

You agree to defend, indemnify and hold harmless Trifecta, its officers, directors, employees, affiliates, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- your use of and access to the Trifecta Platform and the Trifecta Services;
- your violation of any term of this Agreement; or
- your violation of any third party right, including without limitation the Non-Trifecta Services, or any copyright, property, or contractual right.

This defense and indemnification obligation will survive this Agreement and your use of the Trifecta Platform. You also agree that you have a duty to defend us against such claims and we may require you to pay for an attorney(s) of our choice in such cases. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, and disbursements. In the event of a claim such as one described in this paragraph, we may elect to settle with the party/parties making the claim and you shall be liable for the damages as though we had proceeded with a trial.

## **23. Copyrights**

We take copyright infringement very seriously. If you believe that any content owned by you has been infringed upon please send us a message which contains:

- Your name.
- The name of the party whose copyright has been infringed, if different from your name.
- The name and description of the work that is being infringed.
- The location on our Platform of the infringing copy.
- A statement that you have a good faith belief that use of the copyrighted work described above is not authorized by the copyright owner (or by a third party who

is legally entitled to do so on behalf of the copyright owner) and is not otherwise permitted by law.

- A statement that you swear, under penalty of perjury, that the information contained in this notification is accurate and that you are the copyright owner or have an exclusive right in law to bring infringement proceedings with respect to its use.

You must sign this notification and send it to our Copyright Agent: Copyright Agent of Trifecta, [support@trifectawireless.com](mailto:support@trifectawireless.com) or addressed to 312 W Second St. Number 1063, Casper, WY 82601.

### Counter Notice

In the event that you receive a notification from Trifecta stating content posted by you has been subject to a copyright takedown notice, you may respond by filing a counter-notice pursuant to the DMCA. Your counter-notice must contain the following:

- Your name, address, email and physical or electronic signature.
- The notification reference number (if applicable).
- Identification of the material and its location before it was removed.
- A statement under penalty of perjury that the material was removed by mistake or misidentification.
- Your consent to the jurisdiction of a federal court in the district where you live (if you are in the U.S.), or your consent to the jurisdiction of a federal court in the district where your Vendor is located (if you are not in the US).
- Your consent to accept service of process from the party who submitted the takedown notice.

Please be aware that we may not take any action regarding your counter-notice unless your notification strictly complies with the foregoing requirements. Please send this counter-notice in accordance with the takedown notice instructions above.

### **24. Choice of Law**

This Agreement shall be governed by the laws in force in the state of Ohio. The offer and acceptance of this contract is deemed to have occurred in the state of Ohio.

## **25. Disputes**

Any dispute relating in any way to your visit to the Platform or our Platform shall be submitted to confidential arbitration in Canton, OH. Arbitration under this Agreement shall be conducted pursuant to the applicable rules between businesses and consumers (“Rules”) then prevailing at the American Arbitration Association. Arbitration shall be conducted in English by one (1) arbitrator as selected pursuant to the Rules; the arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. Each party shall be responsible for their own arbitration fees and costs. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class action proceedings or otherwise. Where permitted by the Rules, both parties may make any and all appearances telephonically or electronically. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Platform or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred (New Jersey Users are exempted from the foregoing one (1) year limitation). Notwithstanding the foregoing, either party may seek equitable relief to protect its interests (including but not limited to injunctive relief), or make a claim for nonpayment, in a court of appropriate jurisdiction, and issues of intellectual property ownership or infringement may be decided only by a court of appropriate jurisdiction and not by arbitration. In the event that the law does not permit the abovementioned dispute to be resolved through arbitration or if this arbitration agreement is unenforceable, you agree that any actions and disputes shall be brought solely in a court of competent jurisdiction located within Canton, Ohio.

### Opt-Out

You may opt-out of this dispute resolution provision by notifying Trifecta within 30 days of the date on which you entered into this Agreement or purchased a subscription, whichever is earlier. You must do so by writing to 312 W Second St. Number 1063, Casper, WY 82601 and addressed to Trifecta Wireless attn: Arbitration Opt-Out, and you must include your name, address, account information, and a clear statement that you do not wish to resolve disputes with Trifecta through arbitration. Where you opt out of arbitration, all disputes shall be heard in a court of competent jurisdiction located within Canton, OH.

## **26. Class Action Waiver**

You and Trifecta agree that any proceedings to resolve or litigate any dispute whether through a court of law or arbitration shall be solely conducted on an individual basis. You agree that you will not seek to have any dispute heard as a class action, representative action, collective action, or private attorney general action.

### **27. Severability**

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it.

If two or more provisions of this Agreement or any other agreement you may have with Trifecta are deemed to conflict with each other's operation, Trifecta shall have the sole right to elect which provision remains in force.

### **28. Non-Waiver**

We reserve all rights permitted to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or the any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

### **29. Assignment and Survival**

You may not assign your rights and/or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion. All portions of this Agreement that would reasonably be believed to survive termination shall survive and remain in full force upon termination, including but not limited to the Limitation of Liabilities, Representation and Warranties, Access, Payment, Indemnification, and Arbitration sections.

### **30. Termination**

You may cancel your access to the Platform or any recurring payments at any time via your Trifecta dashboard or contacting us at [support@trifectawireless.com](mailto:support@trifectawireless.com). Please be aware that upon termination of your account, access to portions of our Platform may become immediately disabled and Trifecta Services may become immediately inaccessible. We may terminate this Agreement with you at our discretion at any time or if we determine that: (1) you have violated any applicable laws while using our

Platform; (2) if you have violated any portion of this Agreement or any of our Platform policies; or (3) if we believe that any of your current or future actions may legally harm Trifecta, our business interests or a third party, at our discretion. Where we have terminated this Agreement with you at our discretion, where you have any ongoing subscriptions, we may refund you a pro-rated portion of any unused subscription fees that have been paid for. In the event of termination, we will strive to provide you with a timely explanation; however, we are not required to do so.

### **31. Entire Agreement**

This Agreement along with the Privacy Policy constitute the complete and exclusive understanding and agreement between the parties regarding the subject matter herein and supersede all prior or contemporaneous agreements or understandings written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by a duly authorized representative of each party. Where this Agreement conflicts with our Privacy Policy or any other documentation listed on our website this Agreement shall supersede and control.

### **32. Amendments**

We may amend this Agreement from time to time. When we amend this Agreement, we will update this page and indicate the date that it was last modified or we may email you. You may refuse to agree to the amendments, but if you do, you must immediately cease using our Platform and our Platform.

### **33. Third Party Terms**

Please be aware that the Non-Trifecta Services are offered by third parties which may include Verizon, T-Mobile, Sprint, Cricket, AT&T or any other wireless telecommunication services providers ("Third Party Telecom Providers"). Trifecta is not affiliated and makes no endorsement or recommendation to you for your usage of any Third Party Telecom Providers. Such Third Party Telecom Providers may require you to agree to additional terms. You agree that you will abide by such additional terms and your access to the Non-Trifecta Services may be contingent on your agreement to such additional terms. Trifecta is not a party to any agreement that you enter into with any Third Party Telecom Providers. Any Third Party Telecom Providers' services are considered Non-Trifecta Services and Trifecta shall have no liability to you for the provision of any Non-Trifecta Services. Your access to the Non-Trifecta Services via any Trifecta Services does not act as an endorsement or create an obligation of any kind for Trifecta in regards to your use of the Non-Trifecta Services. You further

acknowledge and agree that Trifecta shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any Non-Trifecta Services.

### **34. Electronic Communications**

The communications between you and Trifecta use electronic means, whether you visit the Platform or send Trifecta e-mails, or whether Trifecta posts notices on the Platform or communications with you via mobile notifications or e-mail. For contractual purposes, you (1) consent to receive communications from Trifecta in an electronic form; and (2) agree that all terms, conditions, agreements, notices, disclosures, and other communications that Trifecta provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

### **35. Referrals**

Via the Platform, Users may be able to refer their friends, family, or other users (“Referral”) to purchase or subscribe to the Trifecta Services. Where a Referral has been made by you, you may be eligible to receive a subscription credit or other credit (“Referral Credit”) to redeem for Trifecta Services. Please be aware that all Referral Credits have no cash value and may not be redeemed for cash. The Referral Credits may subject to additional usage, transfer, and expiration restrictions in accordance with Trifecta’s Referral policies. All Referral Credits are subject to approval and verification by Trifecta. Trifecta has the sole discretion in determining whether a Referral has been made and whether you are eligible to receive a Referral Credit for any such Referral. Trifecta reserves the right to modify, update, or discontinue the Referral program at any time at its discretion.

### **36. Platform Issues**

Where you have any questions, issues, or if you are having trouble accessing or using the Platform, please contact us at [support@trifectawireless.com](mailto:support@trifectawireless.com).

### **37. California Users**

Pursuant to California Civil Code Section 1789.3, any questions about pricing, complaints, or inquiries about Trifecta must be sent to our agent for notice to: [support@trifectawireless.com](mailto:support@trifectawireless.com)

Lastly, California Users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California

Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.