

Click & Fix Terms and Conditions

Last Revised: November, 2022

Puls Technologies, Inc. (“Puls”, the “Company”, “we”, “our” or “us”) welcomes you to its “Click & Fix” Membership Plan (“Click & Fix” or the “Plan”).

By signing up and using our Click & Fix plan, you acknowledge that you have read and understood the following terms and conditions (these “Terms”) and agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Click & Fix plan. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT SIGNUP OR USE THE CLICK & FIX PLAN IN ANY MANNER.

1. Introduction.

- 1.1. The Click & Fix plan is intended to provide subscribers with certain benefits, as detailed on our website at <https://puls.com/membership>, from time to time. Benefits include discount prices on services purchased through Puls’ online marketplace platform, available through our website and mobile application (the “Services” and the “Platform”, respectively).
- 1.2. Click & Fix Members will abide by the Platform’s general [Terms and Conditions](#), (the “General Terms and Conditions”) which are hereby incorporated into these Terms by reference, with necessary changes, and form an integral part of these Terms. Terms not defined herein, shall have the meaning ascribed to them under the General Terms and Conditions.
- 1.3. In order to subscribe to the Click & Fix plan, you must: (a) be at least eighteen (18) years old; (b) be an individual and not an organization of any kind; (c) possess the legal capacity to enter into these Terms and to form a binding agreement under any applicable law; and (d) maintain an active account on our Platform (the “Account”).
- 1.4. Click & Fix membership is not available for use by persons under the age of eighteen (18). You must be present, at the relevant time, in person, at the location where the Services (as defined below) ordered by you are rendered. You may not authorize persons under the age of 18 to receive such Services from Third Party Professionals unless they are accompanied by you or by their legal guardian. We reserve the right to refuse the provision of any Service to any person under the age of eighteen (18) and to seek proof of age, where necessary.
- 1.5. You hereby represent that you possess the legal authority to enter into these Terms and to form a binding agreement under any applicable law, to become a member of the Click & Fix plan in accordance with these Terms, and to fully perform your obligations hereunder.

2. Membership Benefits.

- 2.1. Click & Fix membership holders are eligible for up to 25% discount on labor for all Services available on the Puls Platform in their location (actual discount rate is detailed in the applicable Service’s page on the Platform). Except as expressly detailed in your order of Services, any additional costs beyond labor costs (e.g., parts, shipment, transportation, insurance, etc.) will be charged at full price and will not be the subject of discount under the Click & Fix plan.
- 2.2. The Click & Fix discount may not be combined with any other offers or discounts (whether provided by Puls or any third party) unless expressly stated otherwise. Click & Fix Membership holders may be eligible for additional discounts on certain Services, as well as other benefits.
- 2.3. Actual benefits and restrictions may change from time to time so you are encouraged to periodically review the most up-to-date premium features and benefits by visiting puls.com/membership. Any restrictions pertaining to the Click & Fix Plan which are published on the Platform are hereby incorporated into these Terms by way of reference.
- 2.4. Your discount to Services and other Click & Fix benefits shall only apply to the extent that you have purchased the relevant Services from the same Account for which you have purchased your Click & Fix membership and, where applicable, you must ensure that your Click & Fix discounts

are applied to the Services ordered. If you do not notify us within 3 days of ordering any Service that the Click & Fix discount to which you are entitled has not been applied to your order, you hereby waive and discharge Puls of any claim with respect to such discount. No retroactive discounts shall be provided under this Section 2.

2.5. Puls may offer Click & Fix members with dedicated concierge or call center service. Such additional services shall be provided at the times and in accordance with other provisions published on our website, which may change from time to time and at our discretion.

2.6. Any refund for Services will be provided on the basis of the fees actually paid for such Services (post-discount).

2.7. Please note that the Services which you may order are subject to any additional respective terms and conditions, as published on our website, including the General Terms and Conditions, and you hereby accept and agree to abide by such terms and conditions. In case of conflict, Service-specific terms shall prevail.

3. **Additional Protection Plans**. Click & Fix Members may purchase additional membership plans from Puls (“**Protection Plans**”). Such Protection Plans are not subject to these Terms and are not included in the Subscription Fees paid for the Click & Fix plan. Please click [here](#) for the full terms and conditions of such protection plan. However, members of Puls Protection plans will receive all benefits under the Click & Fix plans.

4. Restrictions. There are certain conducts which are strictly prohibited when subscribing and using the Click & Fix plan. Please read the following restrictions carefully. Failure to comply with any of the provisions set forth herein may result (at Puls' sole discretion) in the termination of your use of your Click & Fix membership, and may also expose you to civil and/or criminal liability. You may not (and you may not permit any third party to) unless otherwise explicitly permitted under these Terms: (a) use the Click & Fix Plan for any illegal, immoral, unlawful and/or unauthorized purposes; (b) use the Click & Fix Plan for non-personal or commercial purposes without Puls' express prior written consent; (c) falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that the Company endorses you, your site, your business or any statement you make, or present false or inaccurate information about the Click & Fix Plan; (d) sell, license, or exploit for any commercial purposes any use of or access to the Click & Fix plan; and/or (e) infringe and/or violate any of the Terms.

5. Privacy Policy. We respect your privacy and are committed to protect the information you share with us. We believe that you have a right to know our practices regarding the information we collect when you register to the Click & Fix plan. Our policy and practices and the type of information collected are described in detail in our Privacy Policy at <https://puls.com/privacy-policy> which is incorporated herein by reference.

6. Payments.

6.1. Membership to our Click & Fix plan is subject to the purchase of a subscription plan and the payment of Subscription Fees, as stipulates on our website, at: <https://puls.com/membership>, (“**Subscription**” and “**Subscription Fees**”, respectively). The terms of the subscription plan, as stipulated on are website, are hereby incorporated into these Terms by reference. Please note that we may offer different payment plans for Click & Fix, including annual or monthly payment plans, and we may discontinue any payment plan, at any time and at our sole discretion.

6.2. If your primary payment method fails, you will receive a notice to update your payment method. If your payment method has not been updated within 10 days of payment failure, your Click & Fix membership will be suspended or canceled, and we will seek collection of the remaining balance.

- 6.3. We may, at our sole discretion, offer free trial Subscriptions to the Click & Fix plan (“Free-Trial”). The Free-Trial period will be stipulated on our website. We may impose, at any time and at our sole discretion, restrictions on the use of the Services under the Free-Trial model, including limitations on the period of the Free-Trial period, the Services available under the Free-Trial model and so forth. Furthermore, we reserve the right to cease the provision of Free-Trials, at any time and at our sole discretion, including with respect to existing Free-Trial accounts, and to provide the Click & Fix plan solely on a payment-based model. To the extent applicable, if you do not provide your credit card or other payment information to Puls before the expiration of any Free Trial period, your Account will be suspended until payment information and charge authorization are provided. You will be promptly billed and, if applicable, any trial period will terminate.
- 6.4. The Subscription Fees are billed in advance on a recurring monthly basis, starting at the time of registration to the Click & Fix plan. Thereafter, your Subscription will renew automatically based on your Subscription plan’s renewal cycle. If you fail to pay your Subscription Fee on time, or if your credit card payment information is entered in error or does not go through for processing and you do not update payment information upon our request, your entire Subscription may be suspended or cancelled.
- 6.5. Unless otherwise stated, our charges do not include any taxes, levies, duties or similar governmental assessments, including VAT, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively “Taxes”). You are responsible for paying Taxes except those assessable against Puls based on its income. We will invoice you for such Taxes if we believe we have a legal obligation to do so.
- 6.6. Puls reserves the right to modify the fees and prices for the Click & Fix Plan and/or for its Services at any time and at its sole discretion. Such pricing changes will NOT affect your already paid-up Subscription period. Existing Accounts shall receive an email notification of price changes at least 30 days before such change takes place. If you do not cancel your Subscription during said period, the new prices shall come into effect upon the next renewal cycle of your Subscription.
- 6.7. Payments of your subscription will be processed via certain online payment service providers, such as Paypal (“Online Payment Processors”). We may add or change the Online Payment Processors in our sole discretion. The Online Payment Processors enable you to send payments securely online using a credit card, debit card or bank account. We do not control and are not affiliated with such Online Payment Processors. These Online Payment Processors are independent contractor and have no employment or agency relationship with Puls. Puls is not responsible in any way for the actions or performance (or lack thereof) of the Online Payment Processors. The use of the Online Payment Processors is at your own risk. It is your responsibility to abide by all the terms specified by the Online Payment Processors in their terms of use and privacy policies. You acknowledge that you are fully assuming the risks of conducting any transactions via the Online Payment Processors.
- 6.8. Fees published on our Platform with respect to Services cover only the labor costs and our fees. Certain Services required the purchase of materials and replacement components. Such shall be billed separately, and their pricings are not included in the fee or any consideration published with respect to the Services. There are no refunds on any materials and replacement components.
7. **Membership Cancellation Policy**. Your membership to the Click & Fix plan will automatically renew at the end of each Subscription cycle for consecutive Subscription terms, unless either party has provided the other party with written notice of non-renewal prior to end of each Subscription cycle. You may cancel your Subscription at any time, through your Account on the

Platform or otherwise by emailing us at memberships@puls.com, and you will continue to have access to the Click & Fix plan through the end of your Subscription cycle. To the extent permitted by the applicable law, Subscription Fees and payments are non-refundable and we do not provide refunds or credits for any partial membership periods or unused discounts. If you terminate your Subscription for any reason, we will charge you for a cancellation fee on the following basis: we will calculate the aggregated value of discounts provided to you under the Click & Fix plan for use of the Services throughout the term of your Subscription, and to the extent that the aggregated value of such discounts exceeds the total Subscription Fees actually paid by you during said term, we will charge your payment method on record for the aggregated value of discounts provided minus the total aggregated Subscription Fees paid for such period. In no event, shall you be entitled for refunds for actual cost of any Service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received.

8. Restrictions. Benefits provided under the Click & Fix Membership are not transferable and must be used solely by the member who purchased the relevant membership plan. Member discounts may not be combined with other offers nor discounts unless stated otherwise.

9. **Marketing.** You agree that we may send you informational, transactional, commercial and marketing communications (including with respect to special offers, new services, etc.), including push notifications, emails and text (SMS) messages, using the contact details you provided when subscribing to the Click & Fix plan. If at any time you determine you no longer want to receive marketing communications from Puls, you may opt-out of receiving such messages by emailing opt-out@Puls.com with your request or responding to the relevant message with STOP or UNSUBSCRIBE to be removed.

10. Disclaimer and Limitation of Liability.

10.1. TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE CLICK & FIX PLAN AND THE SERVICES ARE PROVIDED ON AN “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE” BASIS, AND PULS DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS THAT THESE TERMS CANNOT CHANGE.

10.2. TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, IN NO EVENT SHALL PULS, INCLUDING PULS' REPRESENTATIVES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, TORT OR STRICT LIABILITY) ARISING HEREUNDER, RESULTING FROM OR OUT OF THE CLICK & FIX PLAN.

11. Modifications, Suspension and Termination. Puls, at its election, may terminate or suspend (at its sole discretion) your Click & Fix membership, upon: (a) your bankruptcy or similar event; (b) if you fail to pay your Subscription Fees on time; and/or (c) if you violate any of the Terms. No refunds of Subscription Fees or other payments will be given. Please note that we may terminate and cease to receive new members to the Click & Fix at any time and at our discretion and, subject to the terms herein, change the terms and pricings of the Click & Fix plan and of any Services, at any time and at our sole discretion (Such pricing changes will NOT affect your already paid-up Subscription period). You agree that Puls shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Click & Fix plan and/or of any Service.

12. Amendments to the Terms. Puls may, at its sole discretion, change these Terms from time to time, including any other policies incorporated thereto, so please re-visit this page frequently. In case of

any material change, we will make reasonable efforts to post a clear notice on our website and/or will send you an e-mail (to the extent that you provided us with such e-mail address) regarding such change. Such material changes will take effect seven (7) days after such notice was provided on our website or sent via e-mail, whichever is the earlier. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" and your continued use of the Click & Fix membership on or after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. In the event that the Terms should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice.