



# PUREWATERCRAFT

## **PURE WATERCRAFT END USER LICENSE AGREEMENT**

Last Updated: July 14, 2021

This End User License Agreement (the “Terms”) and any other terms referred to herein, such as our Pure Outboard User Guide, Limited Warranty and Terms of Sale, are a legal agreement between you and Pure Watercraft, Inc. (“Pure Watercraft,” “we” or “us”) and they apply to your use of any Pure Watercraft-branded device (the “Product”), which includes the software that is embedded in a Product (the “Product Software”), and the Pure Watercraft mobile application (the “Application”) and together with the Product and the Product Software, the “Offerings”). **These Terms include a mandatory arbitration provision and class action waiver in Section 21 below, which requires you to resolve Disputes with Pure Watercraft on an individual basis and through final binding arbitration.** By accessing and using the Offerings, you agree to these Terms and agree that you will at all times use the Offerings in the manner prescribed by these Terms and the then current Pure Outboard User Guide issued by Pure Watercraft.

## **1. Eligibility; Permitted Use**

Our Offerings are not intended for use by anyone under the age of 13. By accepting these Terms, you hereby affirm that you are 13 or older. In addition, if you are between the ages of 13 and 18 (or between 13 and the age of legal majority under applicable law), you may use the Offerings only under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a user between the ages of 13 and 18, you consent to these terms on behalf of such user and you are fully responsible for the acts of such user in relation to the Offerings.

You represent and warrant that you have the full power and authority to enter into this agreement and that in doing so you will not violate any other agreement to which you are a party. You further agree to use the Offerings in compliance with all applicable laws.

Before using the Offerings, please carefully read any instructions that come with the Offerings, including instructions that may be available online.

## **2. Connectivity and Availability**

A third-party mobile device (e.g., cell phone or tablet) with an Internet connection, a wireless service plan, or a cellular data plan from a third-party service provider may be required in order to use certain features of the Offerings, including features of the Product Software and the Application. In such cases, your Internet connection, wireless service, or data plan is subject to the fees, restrictions, terms, and limitations imposed by your service provider. It is your responsibility to ensure that you have all required system elements and that they are compatible, up to date, secure and properly configured. You acknowledge that certain features of the Offerings may not work as described when the requirements and compatibility have not been met.

Some features or services of our Offerings may vary (by device or geography, for example), or be offered for a limited time. In addition, if any of the Offerings require wireless data services and are located in an area where it cannot access such services, you may not be able to use some or all of the features or services of the Offerings. We are not responsible for the unavailability of wireless data services or any corresponding loss of features or services of the Offerings.

Use of the Offerings may involve the transmission of data, which could result in charges to you, depending on the terms of your data plan with your third-party service provider. You acknowledge that you are responsible for any such charges.

To use the Application, you must register for a user account (“Account”) and provide certain information about yourself, as prompted by the applicable registration form. You represent and warrant that: (a) all registration information that you submit is truthful and accurate; (b) you will update such information if it becomes inaccurate; and (c) your use of the Services and Products will not violate any US or other applicable law or regulation (e.g., you are not located in an embargoed country or are not listed as a prohibited or restricted party under applicable export control laws and regulations).. You are entirely responsible for maintaining the confidentiality of your Account login information and for all activities that occur under your Account. You agree to use “strong” passwords (passwords that use a combination of upper- and lower-case letters, numbers and symbols) with your Account and to maintain your password securely to prevent others from gaining access. You agree to immediately notify us of any unauthorised use or suspected unauthorised use of your Account, or any other breach of security. We are not liable for any loss or damage arising from your failure to comply with the above requirements.

### **3. Consent to Data Practices; Privacy Policy**

You agree that Pure Watercraft may collect, use and share information about you, including but not limited to information about your Product and your use of the Offerings. This includes information such as IP address, device settings and preferences, hardware model, operating system version, Product serial number, account tokens, user ID, Application version, and location. If you use the Application in connection with the Products or request service or maintenance, we may collect certain usage and diagnostics information about the Products, such as precise location information, battery performance, device usage, error logs, power status, system diagnostic logs, and reasons for reboots and network errors in connection with our usage and diagnostics feature, in order to provide you with features and services of the Application. We will also collect this information if you ask us to perform repair or maintenance service on the Product. For more information, please see our [Privacy Policy](#).

You are responsible for the information you provide to others, including third parties that provide products or services that interact with our Offerings. The information you provide to these third parties will be subject to the privacy policies or other terms they may provide to you.

### **4. Location Services**

The Offerings may have features that allow Pure Watercraft to collect, access, and use location and related information from your Product. At all times, including if and when you are using location services for navigation purposes, you are responsible for driving safely and complying with other applicable laws in the relevant jurisdiction, and using your own judgment while navigating and selecting routes. Location data is provided for basic navigational and planning purposes only and is not intended to be relied upon in situations where precise location-based information, including local operating rules and regulations, is needed or where incomplete or inaccurate data can lead to death, personal injury, or property or environmental damage.

### **5. Ownership and Intellectual Property**

You acknowledge that all intellectual property rights, including, without limitation, copyrights, patents, trademarks and trade secrets, in the Offerings are owned by Pure Watercraft or our

licensors. Except as set forth herein, your possession, access to and use of the Offerings do not transfer to you or any third party any rights, title or interest in or to such intellectual property rights. Pure Watercraft and its licensors and suppliers reserve all rights not granted in these Terms.

## **6. Software License**

The Product Software and Application are owned by Pure Watercraft or our licensors, and are licensed, not sold, to you. Product Software includes, but is not limited to, bootloader code, embedded software and third-party software, documentation, interfaces, content, fonts, and any other data that came with your Product, including any Updates (as defined below). Product Software does not include downloaded or sideloaded content, such as content provided by third-party application developers. Subject to the terms and conditions contained in these Terms, Pure Watercraft grants to you a limited, nonexclusive, non-sublicensable license to install, use, access, display, and run the Application on your personal mobile devices and one copy of the Product Software on a single Product that you own or control, each solely for personal, non-commercial purposes. The license granted herein applies to all Product Software, unless such Product Software is accompanied by a separate license, in which case the terms of that license will govern.

Parts of the Product Software may be governed by open source licenses. These open source license provisions may override some of the terms of this agreement. The applicable open source licenses are available to you on our website.

You may not transfer these Terms or the rights to the Product Software granted herein to any third party unless it is in connection with the sale of a Product in which the Product Software is embedded. If selling a Product to another end user, in order for the new owner to be eligible to operate the product, receive updates and be transferred warranty coverage, the seller must 1) have the new owner agree in writing to this Pure Watercraft End User License Agreement as part of the bill of sale, and 2) notify Pure Watercraft, in writing, of the transfer of the Product from one owner to another, providing Pure Watercraft with the new owner's full name, address, email and phone number. In such an event, the transfer must include all of the Product Software (including all component parts, the media and printed materials, any Updates (as defined below), and these Terms) in an unaltered form and you may not retain any copies of the Product Software. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the Product Software must agree to these Terms.

These Terms do not grant you any rights to use Pure Watercraft's proprietary interfaces and other intellectual property in the design, development, manufacture, licensing or distribution of third-party devices and accessories, or third party software applications, for use with Pure Watercraft Products. Some of those rights may be available under separate licenses from Pure Watercraft.

## **7. Restrictions on Use**

As a condition of the license, you agree not to, and you will not permit others to, (a) except in connection with renting, leasing, sharing or selling a Product and embedded Product Software in the ordinary course, license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose, or otherwise commercially exploit the Product Software or the Application or make the Product Software or the Application available to any third party, (b) modify, make derivative works of, disassemble, reverse-compile or reverse-engineer any part of the Offerings (except to

the extent applicable laws specifically prohibit such restriction for interoperability purposes, in which case you agree to first contact Pure Watercraft and provide Pure Watercraft an opportunity to create such changes as are needed for interoperability purposes), (c) use any portion of the Product Software or Application on any device or computer other than on the Product or on a device or computer that you own or control, (d) distribute or make the Product Software or Application available over a network where it could be used by multiple devices at the same time, (e) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols, or labels in or on the Offerings, (f) access the Offerings in order to build a similar or competitive service or product, or (g) copy or use the Offerings for any purpose other than as permitted in these Terms. You may not release the results of any performance or functional evaluation of any of the Offerings to any third party without prior written approval of Pure Watercraft for each such release.

You understand that your breach or threatened breach of this Section 7 may cause Pure Watercraft irreparable harm and significant injury, the amount of which may be extremely difficult to estimate and ascertain, thus making inadequate any remedy at law or in damages. Therefore, you agree that Pure Watercraft shall be entitled to seek the issuance of preliminary or permanent injunctive relief by any tribunal of competent jurisdiction, without the necessity of proving irreparable harm or injury as a result of such breach or threatened breach of Section 7 hereof, enjoining any threatened or actual breach of this Section 7 and for any other relief such tribunal of competent jurisdiction deems appropriate. This right shall be in addition to any other remedy or remedies available at law or in equity.

You further understand that Pure Watercraft reserves the right to discontinue your use of the Product Software and Application without prior notice if Pure Watercraft has reason to believe that you are in breach of this Section 7 and that you will be solely liable for the consequences of any such discontinuation.

## **8. Updates**

Pure Watercraft may develop patches, bug fixes, updates, upgrades, and other modifications to change or improve the performance of the Product Software, the Application, and related services (collectively, "Updates"). You acknowledge that from time to time you may be required to install Updates to use the Offerings, and you agree to promptly install any Updates that Pure Watercraft provides and that failure by you to do so will be considered a breach of this Agreement. These Terms will govern any Updates provided by Pure Watercraft that replace or supplement the original Product Software or Application, unless we provide a separate license with the Update, in which case the terms of that license will govern.

Given the importance of receiving Updates for security or safety in a timely manner, to resolve critical problems and to defend against new threats and vulnerabilities, Pure Watercraft may cause some Updates to be automatically downloaded and installed on your Product or Application. **You hereby consent to receive automatic Updates without receiving any additional notice or providing additional consent. If you do not want an Update, your remedy is to stop using the Product or the Application and your continued use of the Product or Application, as applicable, is in violation of these Terms.**

## **9. Defective Products; Support**

If a Product is or becomes defective through no fault of your own, you may be entitled to a replacement or repair. Please see our Limited Warranty Agreement for details. If you need

support for your Offerings, please contact us by emailing [info@purewatercraft.com](mailto:info@purewatercraft.com) or through the Application.

## **10. Feedback**

If you provide us (in a direct email or otherwise) with any feedback, suggestions, ideas, improvements, enhancements, and/or feature requests relating to the Offerings, or any Product features or services (collectively, “Feedback”), then you agree that such Feedback is gratuitous, unsolicited, non-confidential, and without obligation or restriction. We will be free, but not required, to use, disclose, reproduce, license, distribute, modify, perform, display, and exploit the Feedback you provide, without notice, acknowledgment, or compensation to you and without any restriction of any kind on account of intellectual property rights or otherwise. You further acknowledge that, by receiving your Feedback, we do not waive any rights to use similar or related ideas previously known to us, developed by our employees, or obtained from sources other than you.

## **11. App Store Terms**

You acknowledge and agree that the availability of the Application is dependent on the third-party websites from which you download the Application (e.g., the Google Play Store from Google or the App Store from Apple (each an “App Store”)). You acknowledge that these Terms are between you and Pure Watercraft and not with an App Store. Pure Watercraft is solely responsible for the Application and the content thereof as well as any maintenance and support services. Each App Store may have its own terms and conditions to which you must agree before downloading applications, including the Application, from it. You agree to comply with such App Store terms and conditions, and your license to use the Application is conditioned upon your compliance with such App Store terms and conditions. To the extent that such other terms and conditions from such App Store are less restrictive than or otherwise conflict with the terms and conditions of these Terms, the more restrictive or conflicting terms and conditions in these Terms apply.

## **12. Third-Party Services**

Our Offerings may allow you to access, interact with or operate third-party products, websites, mobile applications, or other online services (collectively, “Third-Party Services”). When you access, interact with, or use Third-Party Services, you accept that there are risks in doing so and that Pure Watercraft is not responsible or liable for such risks, regardless of whether or not Pure Watercraft has a relationship with the entity offering such Third-Party Services. For example, the Offerings allow access to Google Maps features and content, which are subject to the then-current versions of the Google Maps Additional Terms of Service at [https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html) and the Google Privacy Policy at <https://www.google.com/policies/privacy/>. Certain Third-Party Services accessible via the Offerings may display, include, or make available content, data, information, applications, or materials or provide links to certain websites, which may or may not be considered offensive, indecent, or objectionable, and may or may not include harassing, threatening, defamatory, offensive, infringing, or illegal messages or information.

Pure Watercraft has no control over and is not responsible for the content, completeness, accuracy, timeliness, copyright compliance, legality, privacy policies, or any other aspect of these Third-Party Services. Pure Watercraft does not warrant, verify or endorse, and we do not assume and will not have any liability or responsibility to you or any other person for, any

Third-Party Services or the content or materials contained therein. You acknowledge and agree that your interactions with such third parties are solely between you and such third parties.

Pure Watercraft relies on certain external groups and agencies to evaluate, test and verify that our Offerings are in compliance with governing standards, protocols and laws. We depend on their independent assessments and findings and accept their certifications of our Offerings' compliance. You accept that their certification of our Offerings, as signified by the marks Pure Watercraft have been issued, is sufficient for your choice to use the Offerings.

### **13. Disclaimer of Warranties**

This section is applicable to the Product Software and the Application; the Product hardware is covered by Pure Watercraft's Limited Warranty Agreement and Terms of Sale. To the maximum extent permitted by applicable law, the Product Software and the Application, including all Updates thereto are provided "as is" and "as available," with all faults and without warranty of any kind, and Pure Watercraft and our licensors hereby disclaim all warranties and conditions with respect to the Product Software and the Application, either express, implied, or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, quiet enjoyment, and non-infringement of third-party rights. Pure Watercraft does not warrant against interference with your enjoyment of the Product Software or the Application, that the functions contained in, or services performed or provided by, the Product Software or the Application will meet your requirements, that the operation of the Product Software or the Application will be uninterrupted or error-free, that any Product features or services will continue to be made available, that defects in the Product Software or the Application will be corrected, or that the Product Software or the Application will be compatible or work with any third-party software, applications or services.

**You acknowledge that the Product Software and the Application are not intended or suitable for emergency response or for use in other situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data, or information provided by the Product Software or the Application could lead to death, personal injury, or severe physical or environmental damage or other harms to life or property.**

**By using your Product, you agree that you are responsible for observing rules that prohibit or restrict the use of mobile devices and operating your Product in a safe and responsible manner.**

No oral or written information or advice given by Pure Watercraft or a Pure Watercraft authorized representative shall create a warranty. Should the Product Software or Application prove defective, you assume the entire cost of all necessary servicing, repair, or correction. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusions and limitations may not apply to you.

### **14. Indemnification**

To the fullest extent allowed by applicable law, you agree to indemnify, defend (at Pure Watercraft's request), and hold harmless Pure Watercraft and our affiliates, agents, partners, licensors, suppliers, and assigns, and our and their directors, officers, employees, consultants and other representatives (collectively, the "Pure Watercraft Parties"), from and against all third-party claims, liabilities, damages, losses, and expenses, (including without limitation,

actual, indirect, incidental, consequential, and special damages, such as damages for expenses or business interruption, property damage, attorneys' fees, and loss of use, data, revenue, income, profits, or value of assets or securities) (collectively, "Claims") irrespective of the nature of the cause of such Claims, alleging loss, costs, expenses, damages or injuries (including without limitation Claims for any property damage, personal injury or death) arising from or related to (a) your (or any occupant of a boat in connection with the Offerings) use of the Offerings, or Third-Party Services or (b) these Terms or any other applicable terms, policies, warnings, or instructions provided by us or a third party in relation to the Offerings or Third-Party Services.

## **15. Limitation of Liability**

This section is applicable to the Product Software and the Application; the Product hardware is covered by Pure Watercraft's Limited Warranty Agreement and Terms of Sale. To the fullest extent allowed by applicable law, under no circumstances and under no legal theory (including, without limitation, tort, contract, strict liability, or otherwise) will the Pure Watercraft Parties be liable to you or to any other person for any damages, costs, or liabilities arising from or related to your use of the Product Software, the Application, Third-Party Services, or these Terms or any other applicable terms, policies, warnings, or instructions provided by us or a third party in relation to the Product Software, the Application or Third-Party Services, including without limitation any indirect, incidental, consequential, or special damages, (including, but not limited to, damages for expenses or business interruption, property damage, attorneys' fees, or loss of use, data, revenue, income, profits, or value of assets or securities), even if an Pure Watercraft Party has been advised of the possibility of such damages, costs, or liabilities. To the fullest extent allowed by applicable law, in no event will the aggregate liability of the Pure Watercraft Parties to you for all damages exceed the total amounts paid by you to Pure Watercraft for the Products used in connection with any such Product Software or the Application. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. The limitations of liability set forth in this Section 15 will not limit or exclude liability for our fraud, gross negligence, or intentional, willful, malicious, or reckless misconduct. Some jurisdictions do not allow the exclusion or limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you.

## **16. Export Control**

The Product Software and related technology are subject to U.S. export control and sanctions laws, including the U.S. Export Administration Regulations administered by the U.S. Bureau of Industry and Security and sanctions administered the U.S. Office of Foreign Assets Control ("OFAC") and may be subject to export or sanctions laws and regulations in other countries. You agree to comply with all such laws and regulations and acknowledge that you have the responsibility to obtain any licenses or other approvals, if applicable, to export, re-export, or otherwise transmit the Product Software or related technology. The Product Software and related technology may not be downloaded, shipped, or otherwise exported or re-exported (a) into, or to a national or resident of, any country subject to U.S. sanctions (currently Cuba, Iran, North Korea, Sudan, Syria, and the region of Crimea); (b) to any person or entity on OFAC's list of Specially Designated Nationals, or other U.S. export control lists; or (c) for any purpose prohibited by U.S. export control laws (e.g., nuclear, biological, or chemical weapons or missile technology).

## **17. Government End Users**



The Product Software and related documentation are “Commercial Items,” as that term is defined at 48 C.F.R. § 2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202-1 through 227.7202-4, if the Product Software is provided to U.S. government end users, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States.

## **18. Changes to Features or Offerings or these Terms**

Pure Watercraft may change, suspend, remove, or discontinue certain features or services associated with the Offerings, or any part of them, at any time without notice. Pure Watercraft also reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Offerings or our website, and by updating the “Last Updated” date at the beginning of these Terms. We encourage you to review these Terms frequently to ensure that you understand the terms and conditions that apply when you access and use the Offerings. Your continued use of the Offerings after the effective date of the revised version of these Terms constitutes your acceptance of the revised version of these Terms.

## **19. Termination**

These Terms and the license granted hereunder are effective on the date you first use the Offerings and shall continue for as long as you own the Product or are using the Offerings, unless these Terms are terminated under this Section 19 or modified in accordance with Section 18. Pure Watercraft may terminate these Terms at any time if you fail to comply with any terms or conditions contained herein. You may terminate these Terms effective immediately by writing to us at [info@purewatercraft.com](mailto:info@purewatercraft.com), or Pure Watercraft Inc., Attn: Legal Department, 2151 N Northlake Way, Suite 210, Seattle, WA 98103, United States, with the following information: (a) your name and address; (b) the date on which the Product was first used; (c) the Product model name or model number and Product version; and (d) the serial number. Upon termination of these Terms, the license granted hereunder will terminate, and you must stop all use of the Product Software and the Application.

## **20. Governing Law; Jurisdiction**

The United States Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“FAA”), applies to the agreement to arbitrate to the maximum extent allowable. Except as preempted by FAA, the laws of the State of Washington, without reference to its choice of law principles, will govern these Terms. With the exception of Disputes in small claims court or in arbitration, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in Seattle, Washington, for any claims arising out of a Dispute relating to these Terms.

## **21. Dispute Resolution and Arbitration**

**Please read this Section 21 carefully because it requires you to submit to binding arbitration (and jury trial waiver) of any and all Disputes (other than specified intellectual property claims and small claims) with Pure Watercraft and limits the manner in which**

**you can seek relief from Pure Watercraft. No class or representative actions or arbitrations are allowed under this agreement.**

Some jurisdictions may limit or prohibit arbitration agreements or class action waivers. If you are a resident of such a jurisdiction, the arbitration agreement and class action waivers below are not applicable to you. Instead, the provisions requiring that Disputes (as defined below) be heard in small claims court will apply to any claims that you may have against Pure Watercraft. If your Dispute exceeds the monetary or other limits on jurisdiction of your local small claims court, any Dispute will be heard in the federal or state courts in Seattle, Washington.

*Binding Arbitration; Disputes; Small Claims.* You and Pure Watercraft agree to waive any right to a jury trial, or the right to have any Dispute resolved in any court, and instead accept the use of binding arbitration, (which is either (a) the referral of a Dispute with an amount in controversy of less than \$10,000.00 to one impartial person for a final and binding arbitration, or (b) the referral of a Dispute with an amount in controversy of \$10,000.00 or more to three impartial persons for a final and binding determination); provided, however, that you have the right to litigate any Dispute in small claims court, if all the requirements of the small claims court, including any limitations on jurisdiction and the amount at issue in the Dispute, are satisfied. You agree to bring a Dispute in small claims court only in your local jurisdiction of residence or Seattle, Washington. "Dispute" as used in these Terms means any dispute, cause of action, claim, or controversy arising out of or in any way related to the sale, condition, use, or performance of the Offerings, these Terms, or the subject matter of these Terms, including but not limited to personal injury disputes and disputes that involve third parties (such as developers of content), except any dispute, cause of action, claim, or controversy relating to your or Pure Watercraft's intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights, and/or patents). This section does not prevent the parties from seeking public injunctive relief in a court of competent jurisdiction.

*No Class Arbitrations, Class Actions, or Representative Actions.* You and Pure Watercraft agree that any Dispute is personal to you and Pure Watercraft, and that any Dispute will only be resolved by an individual arbitration and will not be brought, whether inside or outside of arbitration, as a class or representative action, or on behalf of any other person or persons.

*Federal Arbitration Act.* You and Pure Watercraft agree that these Terms affect interstate commerce and that the enforceability of this Section 21 will be governed by, construed, and enforced, both substantively and procedurally, by the FAA, to the maximum extent permitted by applicable law, consistent with the Governing Law provisions above.

*Confidentiality.* The arbitrators, Pure Watercraft, and you will maintain the confidentiality of any proceedings, including but not limited to any and all information gathered, prepared, and presented for purposes of the arbitration or related to the Dispute(s) therein. The arbitrators will have the authority to make appropriate rulings to safeguard that confidentiality, unless the law provides to the contrary.

*Process.* Our goal is to resolve claims fairly and quickly. Accordingly, for any Dispute that you have against Pure Watercraft, you agree to first contact Pure Watercraft and attempt to resolve the claim informally by sending a written notice of your claim ("Notice") to Pure Watercraft by email at [info@purewatercraft.com](mailto:info@purewatercraft.com) or by certified mail addressed to: Legal Department, Pure Watercraft, Inc., 2151 N Northlake Way, Suite 210, Seattle, WA 98103, United States. The Notice must (a) include your name, residence address, email address, and mobile telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief

sought. Our notice to you will be similar in form to that described above. If you and Pure Watercraft cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may, as appropriate in accordance with this Section 21, submit the Dispute to binding arbitration administered by JAMS or, where applicable, in court. You will have the right to an in-person hearing in your hometown area. In the case of a Dispute with an amount in controversy of less than \$10,000.00, the JAMS Streamlined Arbitration Rules & Procedures will apply. In the case of a Dispute with an amount in controversy of \$10,000.00 or more, the JAMS Comprehensive Arbitration Rules & Procedures will apply, and each party will pick one arbitrator, with those two arbitrators picking the third arbitrator who will be the chief arbitrator. In the event JAMS declines or is unable to administer the arbitration, you and Pure Watercraft agree to have the arbitration administered by the American Arbitration Association (“AAA”), or another mutually agreed-upon administrator, in accordance with the AAA Consumer Arbitration Rules. If, after making a reasonable effort, you and Pure Watercraft are not able to agree upon an arbitration forum, JAMS will appoint an arbitration forum or arbitrators. The arbitration will be conducted in accordance with either the JAMS Streamlined Arbitration Rules & Procedures or the JAMS Comprehensive Arbitration Rules & Procedures, as indicated above (collectively, the “JAMS Rules”) then in effect, and you agree that such rules are subject to changes that JAMS may make from time to time. The JAMS Rules and other information about JAMS and arbitration are available at <https://www.jamsadr.com> or by calling 1-800-352-5267. By agreeing to these Terms, you either (1) acknowledge that you have read and understand the JAMS Rules or (2) waive reading the JAMS Rules. You and Pure Watercraft agree that the terms set forth herein govern the arbitration. You and Pure Watercraft agree that any Dispute must be commenced or filed within one year after such claim arises; otherwise, the Dispute is permanently barred.

As limited by the FAA, these Terms, and the applicable JAMS Rules, the arbitrators will have the exclusive power and jurisdiction to make all procedural and substantive decisions concerning the Dispute including the power to determine the question of arbitrability; provided, however, that this power does not include the power to conduct a class arbitration or a representative action, which is prohibited by these Terms (as stated above). The arbitrators may only conduct an individual arbitration, may not consolidate more than one person’s claims, and may not preside over any form of representative or class proceeding, or any proceeding on behalf of or involving more than one person.

*Fees and Award.* If you initiate a Dispute, you will be required to pay a \$250 filing fee, which is approximately equivalent to current court filing fees. All costs associated with the arbitration will be paid by Pure Watercraft. The party that does not prevail in the Dispute will be required to pay the other party’s fees and costs, including attorneys’ fees, unless you live in California, in which case Pure Watercraft will pay its own fees and costs. An arbitrator’s award will consist of a written statement stating the disposition of each claim and will provide a concise written statement of the findings and conclusions on which the award is based.

*Opt Out.* You may opt out of this dispute resolution procedure by providing notice to Pure Watercraft no later than thirty (30) calendar days from the date of your first use of the Offerings. To opt out, you must send notice by e-mail to [info@purewatercraft.com](mailto:info@purewatercraft.com), with the subject line: “Arbitration Opt Out,” and include in the email (a) your name and address; (b) the date on which the Offerings were first used; (c) the Product model name or model number and Product version; and (d) the serial number. Alternatively, you may opt out by mailing an opt-out request with the same information to Legal Department, Pure Watercraft, Inc., 2151 N Northlake Way, Suite 210, Seattle, WA 98103, United States, postmarked no later than thirty (30) days from the date of your first use. These are the only two forms of notice that will be effective to opt out of

this dispute resolution procedure. Opting out of this dispute resolution procedure will not affect the coverage of the Limited Warranty Agreement in any way, and you will continue to enjoy the benefits of the Limited Warranty Agreement.

*Severability and Survival.* If any portion of this Section 21 is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Section 21 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 21; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 21 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect, and the remainder of this Section 21 will be enforceable.

## **22. Severability**

If any provision or part of a provision of these Terms is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

## **23. California Users**

Under California Civil Code Section 1789.3, California consumers are 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 by telephone at (800) 952-5210.