PRODUCT SALES AGREEMENT

This Product Sales Agreement ("**Agreement**") governs all sales of products by **SCal Mobile, LLC** ("**Supplier**") to any customer ("**Buyer**"). This Agreement is incorporated by reference into, and applies to, all invoices, purchase orders, and sales transactions issued by Supplier, unless otherwise expressly agreed to in writing by Supplier.

By submitting a purchase order, accepting delivery of Products, or paying any invoice, Buyer acknowledges and agrees to be bound by this Agreement. Supplier and Buyer may be referred to individually as a "**Party**" and collectively as the "**Parties**."

Effective Date. For each transaction, the "**Effective Date**" shall be the invoice date issued by Supplier for the applicable Products.

1. **Purchase of Products**

Buyer will purchase Products from Supplier for resale, or other disposition. "**Products**" means the items sold under this Agreement, including mobile phones or cellular phones, as mutually agreed to by the Parties, and as allowed under applicable laws.

In the event of a conflict between this Agreement and an invoice, the invoice shall control solely with respect to pricing and payment terms, and this Agreement shall control in all other respects.

2. **Authority**.

Supplier represents and warrants that it is in lawful possession and/or control of the Products and that it has full power, right and authority to sell and convey such Products under this Agreement. Buyer represents and warrants that it is lawfully able to enter into contracts and if it is entering into this Agreement for an entity, it has the legal authority to bind that entity.

3. **Order Acceptance and Cancellation.**

All orders are subject to review and acceptance by Supplier. Buyer may cancel all or part of an order prior to ship date. Once the order has been shipped, it cannot be canceled.

4. Price, Payments and Taxes.

- **4.1.** **Purchase Price.** Purchase Price is the applicable purchase price for Products as set forth in each invoice.
- **4.2.** **Invoice and Payment.** Buyer shall submit the Purchase Price to Supplier under the agreed upon payment terms set forth by Supplier. The Purchase Price must be paid no later than 10 business days after invoice receipt. If payment is not received within 10 of the invoice date, Buyer will forfeit any right to purchase Products as invoiced.
- 4.3. **Tax and Customs**. Buyer will, at Supplier's complete discretion, pay either Supplier or the applicable governmental entity any applicable value added, sales or use taxes or like taxes that are owed by Buyer solely as a result of entering into this Agreement or which Supplier is permitted to collect from Buyer under applicable Law. If Buyer provides to Supplier a valid sales tax exemption certificate, Supplier will not collect the taxes covered by such certificate. Supplier is not liable for any of the taxes that Buyer is legally obligated to pay as a result of Buyer distribution or resale of Products purchased under this Agreement. All such taxes

(including without limitation, income taxes, withholding taxes, value added, franchise, gross receipt, sales, use, property or similar taxes, duties, levies, fees, excises or tariffs incurred in connection with or related to the distribution of the Products) will be Buyer's financial responsibility. If Supplier is audited by a taxing authority or other governmental entity with respect to a tax matter arising from this Agreement, Buyer agrees to reasonably cooperate with Supplier in order to resolve issues expeditiously. Notwithstanding anything herein to the contrary, Buyer additionally agrees to retain such sales tax records as may reasonably be requested by the taxing authority, and to provide access to such sales tax records to Supplier in the event of such a request, for the applicable statute of limitations.

5. **Shipment, Delivery and Title**

5.1. **Shipping.** Parties decide at the time of purchase order which Party will be responsible for shipping and handling process and any associated charges ("**Shipping Party**").

5.2. Risk of Loss.

5.2.1. If Buyer is the Shipping Party, risk of loss and damage to Products will pass to Buyer at the time of loading by commercial carrier for shipment to Buyer's designated location.

5.2.2. If Supplier is the Shipping Party, risk of loss and damage to Products will pass to Buyer at the time of delivery to Buyer's designated location.

5.2.3. Buyer shall be responsible for all export and import authorizations and all filing fees and taxes.

5.2.4. Delivery dates are estimates only and Supplier is not liable for delays in delivery. Supplier reserves the right to make partial shipments and Buyer will accept delivery and pay for the Products delivered. A delayed delivery of any part of an Order does not entitle Buyer to cancel other deliveries.

5.3. **Acceptance of Products and Product Returns.** Buyer must inspect the shipment upon delivery. Any Product discrepancy, damage, or shortage must be reported in writing to Supplier, via a completed Returns Materials Authorization ("RMA") form within forty-five (45) days of Supplier's issuance of the invoice containing the Products which Buyer seeks to return. Buyer cannot return Products without a RMA. After receiving a properly filed RMA form, Supplier will determine whether a return is permitted and will issue Buyer an RMA within Five (5) business days. Any discrepancies must include the issue and the IMEI corresponding to the Product(s) at issue. Products for which no discrepancies have been reported within the time indicated above will be deemed to have been accepted by Buyer. Please see the Supplier's Return Policy for return process and more details. (Exhibit A – SCal Mobile Return Process)

6. **Sale Territory Restriction and Limitation on Resale Rights for International Buyers**

International buyers domiciled outside of the United States ("U.S.") acknowledge and agree that the right to resell Products under this Agreement is limited exclusively to territories outside the U.S..The Buyer shall not, directly or indirectly, resell or attempt to resell the Products within the U.S. territory. Buyer agrees that it will use its best efforts to verify that its customers are outside the U.S. territory and do not intend to reimport the Products to the U.S.

U.S.-based customers are permitted to resell the Product within the U.S. territory.

7. **Limited Warranty.**

Supplier will transfer to Buyer any Product warranties and indemnities authorized by the manufacturer. Supplier makes no other warranty, express or implied. If Products do not meet Supplier's description, Buyer can seek to return the Products according to section 5.3. of this Agreement.

8. **Term and Termination**.

This Agreement shall have an initial term of one (1) year commencing on the Effective Date and will automatically renew for successive one (1) year terms, unless otherwise terminated in accordance with the terms of this Agreement. Either Party, at its sole discretion, shall have the right to terminate this Agreement upon 30-day written notice to the other Party.

9. **Compliance with Laws and Export Restrictions**.

Buyer represents, warrants, and covenants that it will comply with all applicable federal, state, and local laws, statutes, acts, ordinances, rules, codes and regulations, guidance, circulars, executive orders, and other official releases of or by any government, or any regulatory or other authority, department, or agency thereof, in any applicable jurisdiction anywhere in the world (collectively "**Laws**") in connection with the Products.
Buyer acknowledges that the commodities, software, or technology, included in Products, subject to this Agreement may be subject to economic sanctions, export controls, anti-boycott, import, anti-money laundering, and similar trade control compliance rules, Laws, and regulations of the United States, and other countries and jurisdictions. Buyer agrees to fully comply at all times with all applicable export control Laws (to the extent not penalized by or inconsistent with U.S. law), and will not export, re-export, release, transfer or re-transfer, directly or indirectly, any commodities, software, or technology, including any Products, for any proscribed end-use, to any third party or country where such export or transmission is restricted or prohibited by U.S. law. Buyer additionally represents, warrants, and covenants that it will perform due diligence by screening all transactions and associated parties against applicable U.S. Government lists that prohibit or restrict certain transactions, including but not limited to the following:

- The Department of Treasury's Office of Foreign Assets Control (OFAC) **Specially Designated Nationals and Blocked Persons (SDN) List** and other sanctions lists,
- The Department of Commerce's Bureau of Industry and Security (BIS) **Denied Persons List (DPL)**, **Entity List**, and **Unverified List (UVL)**,
- The Department of State's **Arms Export Control Act Debarred Parties**, **Designated Terrorist Organizations**, and **Nonproliferation Orders**.

BUYER HEREBY INDEMNIFIES SUPPLIER FROM ALL EXPENSES AND COSTS RESULTING FROM ITS FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THIS CLAUSE.

10. **Confidentiality**.

The Parties have entered into this Agreement with an understanding of mutual non-disclosure. The parties mutually agree to receive the confidential and proprietary information in confidence in order to pursue the actions promulgated in the terms and conditions of this Agreement.

10.1. Confidentiality. Confidential Information shall mean any and all data and information relating to the business of the disclosing party (the "Disclosing Party") which is disclosed to the other party (the "Receiving Party") pursuant to this Agreement, including, but not limited to information about hardware, software, screens, specifications, designs, plans, drawings, data, prototypes, discoveries, research, developments, methods, processes, procedures, improvements, “know-how”, compilations, market research, marketing techniques and plans, business plans and strategies, customer names and all other information related to customers, including without limitation any “nonpublic personal information” as defined under the Gramm-Leach-Bliley Act, price lists, pricing policies and financial information or other business and/or technical information and materials, in oral, demonstrative, written, graphic or machine-readable form, which is unpublished, not available to the general public or trade, and which is maintained as confidential and proprietary information by the Disclosing Party for regulatory, customer relations, and/or competitive reasons. Confidential Information shall also include such confidential and proprietary information or material belonging to a Disclosing Party of or to which the other party may obtain knowledge or access through or because of the performance of its obligations under this Agreement. Confidential Information also includes any information described above which the Disclosing Party has obtained in confidence from another party who treats it as proprietary or designates it as Confidential Information, whether owned to developed by the Disclosing Party.

10.2. Exceptions. Confidential Information shall not include information which is (a) is or becomes part of the public domain other than as a result of a disclosure to the Receiving Party in breach of this Agreement; (b) is rightfully known by the Receiving Party prior to disclosure by the Disclosing Party; (c) is furnished to others by the Disclosing Party without restriction on disclosure, (d) is independently developed by the Receiving Party at any time, without any breach of this Agreement; (e) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party who the Receiving Party reasonably believes is not bound by a contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party; (f) the Disclosing Party expressly agrees in writing does not constitute Confidential Information; or (g) is required to be disclosed by the Receiving Party by judicial or government action.

10.3. Disclosure and Use of Confidential Information. The Receiving Party agrees to use the Disclosing Party’s Confidential Information only for the purposes of fulfilling its obligations to the other party and only for the purposes for which it was disclosed. Receiving Party further agrees not to disseminate, disclose, publish, transfer or otherwise make available Confidential Information to other third parties, without prior written approval from the Disclosing Party or as otherwise required by law, unless such disclosure is necessary for Receiving Party to meet is contractual obligations and that party is similarly bound by the same privacy standards in the handling of the Confidential Information. Receiving Party may disclose Confidential Information to its officers, directors, general partners, employees, agents, financial advisors or attorneys who are directly involved in Receiving Party meeting its contractual obligations and who have a specific need to know such information, and have obligated themselves to hold such Confidential Information in trust and confidence or otherwise comply with the terms of this Agreement. Disclosing Party warrants that the disclosure of the Confidential Information to the Receiving Party is in accordance with applicable state and federal law and the Disclosing Party’s own stated privacy policies. Receiving Party warrants that all Confidential Information relating to the Disclosing Party shall be held in confidence to the same extent and in at least the same manner Receiving Party protects its own confidential and proprietary information.

10.4. Ownership of Confidential Information. All Confidential Information shall remain the sole and exclusive property of the disclosing party and shall be returned or destroyed, at the sole discretion of the Disclosing Party, upon any request, expiration of the legal retention period, and/or termination of the parties’ relationship. Receiving party shall return or destroy, at its cost and expense, the Confidential Information and all copies or other reproductions of Confidential Information, regardless of format. All such Confidential Information will be shredded and all such electronic or digital records and files will be erased or otherwise rendered unreadable, in a way that prevents the records or files from being practicably read or reconstructed. Receiving Party shall promptly confirm to Disclosing Party the destruction of the Confidential Information.

10.5. Non-Circumvention. Parties agree that all third parties introduced to one another represent significant efforts and working relationships that are unique to, and part of, the work product and intellectual capital. Therefore, without prior written consent the Parties agree to refrain from conducting direct or indirect business dealings of any kind with any third party so introduced, with the exception of third parties with either of the Parties previously had a formal business relationship.

10.6. Injunctive Relief. It is agreed that the any actual, attempted or threatened use disclosure or other violation of applicable privacy and security laws my cause immediate or irreparable injury to the Disclosing Party and that Disclosing Party may not be adequately compensated for such injury in monetary damages. Therefore, the parties acknowledge and agree that, in such event, the Disclosing Party shall be entitled to seek any temporary or permanent injunctive relief or restraining order, in addition to all other remedies available at law or in equity, including costs and reasonable attorney's fees, without posting of a bond, necessary to prevent such unauthorized disclosure to use, or threat of disclosure or use and consents to the jurisdiction of any federal or state court of competent jurisdiction sitting in the Commonwealth of Pennsylvania for purpose of any suit hereunder and to service of process therein by certified or registered mail, return, receipt requested.

11. Breach and Remedies.

11.1. Breach. In addition to other events of material breach set forth in this Agreement, each of the following constitutes an event of material breach under this Agreement:

(a) Buyer fails to make any Full Payment by the Full Payment due date, which failure continues for more than two (2) days after receipt of written notice (email acceptable) from Supplier; or

(b) Supplier or Buyer fail to comply with any other representation, warranty, obligation or covenant set forth in this Agreement, which failure continues for a period of 30 days after receipt of written notice from the non-breaching party specifying the breach.

11.2. **Remedies**. Upon the occurrence of any of the events of breach specified above, the non-breaching party may, upon notice to the breaching party, terminate this Agreement, and pursue any other right or remedy under this Agreement and any other right or remedy that it may have at law, in equity or under statute.

12. **Limitation of Liability.**

SUPPLIER SHALL NOT BE LIABLE TO BUYER FOR ANY FAILURE OR DELAY IN DELIVERY DUE TO A CAUSE BEYOND SUPPLIER'S REASONABLE CONTROL. ADDITIONALLY, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE DAMAGES OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF. SUPPLIER'S ENTIRE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR UNDER THIS AGREEMENT, OR FOR BREACH OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE AMOUNTS PAID TO SUPPLIER HEREUNDER FOR THE APPLICABLE PRODUCT. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

13. **Indemnification**.

Buyer assumes all liability from the collection, shipment, and use of the Products sold and conveyed under this Agreement. Buyer will indemnify, defend and hold Supplier, its officers, directors, employees and agents, harmless from and against any claims, demands, loss, damage, liability, causes of action, judgments, or costs and expenses of every nature (including attorney's fees and expenses) (i) related to bodily injury, death of any person, or damage to property resulting from the negligent or willful acts or omissions of Buyer, (ii) that Supplier may be obligated to pay as the result of any act, error, omission or breach by Buyer in performing its obligations hereunder, or (iii) related to a subsequent sale of the Products by the Buyer.

14. **No Partnership or Joint Venture**.

Each of Supplier and Buyer and their respective employees and agents are independent in relation to the other party to this Agreement with respect to all matters arising hereunder. Nothing herein shall be deemed to establish a partnership, joint venture, association, agency or employment relationship between Supplier and Buyer, it being specifically agreed that the relationship is and shall remain that of independent parties to a contractual relationship.

15. Force Majeure (Forces Beyond Control).

If the performance of this Agreement is interfered with by any circumstance beyond the reasonable control of the Party affected, the Party affected by the force majeure is excused on a day-by-day basis to the extent of the interference, if the Party notifies the other Party, in writing, as soon as practicable of the nature and expected duration of the claimed force majeure, uses all commercially reasonable efforts to avoid or remove the causes of nonperformance and resumes performance promptly after the causes have been removed. A "force majeure" under this Section includes (i) acts of God, such as fire, flood, earthquake or other natural cause, (ii) terrorist events, riots, insurrections, war or national emergency, (iii) strikes, boycotts, lockouts or other labor difficulties, (iv) the lack of or inability to obtain permits or approvals, necessary labor, materials, energy, components or machinery, (v) judicial, legal or other action of any governmental authority, or (vi) epidemics, pandemics, viral plagues, diseases, quarantines, or other extraordinary event which is determined to constitute a public health risk (including but not limited to the coronavirus and any future impacts from the coronavirus). Notwithstanding the foregoing, failure to pay any amounts due under this Agreement will not be excused under this Section.

16. **Amendment.** This Agreement may be amended upon written agreement of the Parties.

17. **Notices.** Any notice required to be given under the Agreement, shall be in writing and shall be delivered personally, by courier or sent by pre-paid recorded delivery post, to the Party at its registered office or its principal place of business or such other address as that Party may have specified to the other Party in writing.

18. **Assignment**. Buyer shall not delegate, subcontract, assign or transfer any of Buyer's rights, duties, or obligations under this Agreement or the right to purchase the Products without the prior express written consent of Supplier. In the event that Supplier grants any such consent, Buyer shall be solely responsible for the conduct of such agents and assignees, and the granting of such consent shall in no way modify or affect Buyer's duties to Supplier under this Agreement.

19. **Applicable Law; Venue**. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California, without regard to conflict of laws. Any dispute, claim or controversy arising out of or relating to the Agreement, or the breach or validity hereof, shall be

settled exclusively by a court of competent jurisdiction in Orange County, State of California. The Parties each waive all objections to such venue based on inconvenience of the forum.

20. **Waiver and Estoppel**. Either Party's failure at any time to enforce any of the provisions of this Agreement or any right with respect thereto, or to exercise any option herein provided, will in no way be construed to be a waiver of such provisions, rights, or options in any way to affect the validity or enforcement of this Agreement. The exercise by either Party of any right or options under the terms herein shall not preclude or prejudice the exercising thereafter of any other right under this Agreement.

21. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, communications or understandings between the parties, whether written or oral.

22. **Severability**. If any provision or portion of this Agreement is invalid under applicable statute or rule of Law, it is only to that extent to be deemed omitted and such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if such unenforceable provision(s) had never been contained herein.

23. **Survival**. All terms and provisions of this Agreement, including any and all Exhibits, which by their nature are intended to survive any termination or expiration of this Agreement shall so survive.

IN WITNESS WHEREOF, the parties hereto have accepted and acknowledged this Agreement and have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. By signing below, Buyer acknowledges receipt and acceptance of this pre-executed agreement.

Buyer

Acceptance Without Signature

Buyer's acceptance of this Agreement does not require a physical or electronic signature. Acceptance is conclusively established by any of the following:

- Payment of any invoice issued by Supplier
- Acceptance or resale of Products
- Submission of a purchase order
- Continued business with Supplier after receipt of this Agreement

This Agreement is a legally binding contract.

Merchant

Business Entity: SCal Mobile, LLC

Name: Alan Bidgoli

Signature:

Title: Chief Executive Officer

Note: The Merchant's signature has been pre-executed for operational efficiency. The Buyer's signature shall constitute final acceptance of the Agreement and establish the Effective Date. This agreement was delivered to Buyer as a pre-signed standard form. No changes were made to the Merchant's signature following original issuance.

EXHIBIT A – SCal Mobile Return Process

SCal Mobile Returns Process

Timeframe:

Customers are required to submit a Returns Material Authorization (RMA) form to SCal Mobile within 45 days from the date the invoice is sent.

Process:

1. Customers must complete the RMA form and email it to rma@scalmob.com, and CC their sales associate prior to the 45-day deadline.
    1. RMAs will only be issued if the form is complete, accurate, and provided before the deadline.
    1. All submitted devices must include an IMEI and device issue.
2. Our team will review and approve or deny the RMA request within 2 business days.

Prior Return Authorization:

No credit will be issued if a device is returned without prior return authorization from us. Please do not return IMEIs that have not been approved for return.

Shipment:

All devices must be shipped to the approved return address within 10 days of the RMA issuance. Customers are responsible for return shipping and for any damage during transit. All devices must have an IMEI label adhered to the back.

Please ship devices to:

8583 Irvine Center Dr., #214, Irvine, CA 92618, United States

Credit:

We will submit credit to the customer on the Sunday following the receipt, processing and validation of devices.

We hope this process helps to ensure smooth and timely returns for our customers. If you have any questions or concerns, please contact our RMA team at rma@scalmob.com.

Terms of Service Agreement for Credit Card Payments via Virtual Terminal

1. Scope and Agreement

These Terms of Service for Credit Card Payments via Virtual Terminal ("**Terms**") govern the use of credit card payment methods for invoices issued by SCal Mobile, LLC ("**Merchant**") to any customer ("**Buyer**"). These Terms are incorporated by reference into, and apply to, all invoices, payment requests, and transactions for which Buyer elects to use a credit card payment method, unless otherwise expressly agreed to in writing by Merchant.

These Terms are supplementary to and incorporated into the Product Sales Agreement between Merchant and Buyer, which remains in full force and effect. In the event of a conflict, the Product Sales Agreement shall control except with respect to credit card processing, convenience fees, and payment authorization, which shall be governed by these Terms.

By requesting, authorizing, or submitting payment by credit card, whether through a Virtual Terminal, payment link, or other authorized method, Buyer acknowledges and agrees to be bound by these Terms, effective as of the invoice date for the applicable transaction.

2. Initial Payment Authorization and Test Transaction

To securely establish Buyer's Credit Card for payment, Merchant shall require an initial $1.00 test transaction via a payment link. This transaction verifies the validity of Buyer's card information and enables Merchant to store Buyer's payment details securely for future transactions through the Merchant's Virtual Terminal. The $1.00 test transaction is required as a system validation fee and is non-refundable.

3. Authorization for Virtual Terminal Payments

The Buyer may choose to pay invoices using a Credit Card on a per-transaction basis. Payment will only be processed through the Virtual Terminal upon the Buyer's request to use a Credit Card. Buyer authorizes Merchant to use the saved Credit Card payment method to process payment on the Virtual Terminal upon any receipt of verbal or written communication on existing communication channels (email, mobile messaging, or phone call) unless otherwise specified.

Once a Credit Card payment is confirmed by the Buyer, Merchant will process the payment on the invoice's due date, according to the terms specified on each invoice.

4. Convenience Fee and Interchange Rate

All Credit Card transactions processed via Merchant's Virtual Terminal will incur a convenience fee as determined by the applicable card network's interchange rate. The rates are as follows:

- All card networks (except American Express): 1.8% of the transaction amount, subject to adjustment based on network regulations.
- American Express: 2.1% of the transaction amount, subject to adjustment based on network regulations.

This convenience fee will not be included in the original invoice balance, allowing the Buyer flexibility in payment options. Instead, the fee will be applied directly on the Virtual Terminal for invoices the Buyer chooses to pay by Credit Card.

5. Partial Payments

Credit Card payments may be used for partial payments against invoices at the Buyer's request. In cases of partial payment, the convenience fee will only be applied to the partial payment amount processed through the Virtual Terminal. The remaining invoice balance may be settled using other payment methods or additional partial payments as needed.

6. Multiple Credit Cards on File

If the Buyer has multiple Credit Cards on file, they must specify which card to use for each transaction. Instructions regarding the preferred Credit Card should be communicated to Merchant before the payment is processed.

7. Third-Party Involvement

Any products or services purchased under this agreement may involve third-party vendors. Payment Processing is conducted through an authorized Payment Processor. Merchant is not responsible for any errors, delays, or breaches caused by third-party vendors, including but not limited to unauthorized access, payment errors, or interruptions in service.

8. Terms Regarding Resale and Sales Tax

The products purchased through Merchant under these Terms of Service are for resale purposes. The Buyer certifies that they possess a valid resale certificate in accordance with the executed Product Sales Agreement. Merchant holds no responsibility for collecting or remitting sales tax for transactions processed through the Virtual Terminal, as tax responsibilities fall on the Buyer in accordance with resale and state requirements.

9. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California, without regard to conflict of laws. Any dispute, claim or controversy arising out of or relating to the Agreement, or the breach or validity hereof, shall be settled exclusively by a court of competent jurisdiction in Orange County, State of California. The Parties each waive all objections to such venue based on inconvenience of the forum. Any disputes must first be resolved through mediation or binding arbitration before proceeding to litigation.

10. Security of Information

Merchant implements reasonable industry-standard practices for protecting payment information. Any issues arising from third-party processing or unauthorized access will not be the responsibility of the Merchant.

11. Disputes and Chargebacks

In the event of a dispute over a charge, Buyer agrees to notify Merchant before initiating a chargeback with Buyer's Credit Card provider. Merchant must be given at least 2 business days after receiving notification to resolve the matter directly with the Buyer. Initiating a chargeback without providing prior notification and allowing 2 business days for resolution may lead to account suspension.

12. Payment Terms and Late Fees

Payment is due upon receipt of each invoice unless otherwise specified. Persistent late payments may lead to suspension of services or further collection efforts.

13. Amendments to Terms

Merchant reserves the right to update these Terms of Service with 2 days' written notice to the Buyer. Continued use of the Virtual Terminal payment method constitutes acceptance of the updated terms. If the Buyer does not agree to the updated terms, they must notify Merchant in writing within the 2-day period and cease using the Virtual Terminal payment method.

14. Cancellation of Authorization

Buyer may withdraw authorization to use Buyer's saved Credit Card information for Virtual Terminal payments by notifying Merchant's billing department at sales@scalmob.com. However, withdrawal of authorization does not absolve the Buyer of any outstanding balances, which must be settled through alternative payment methods within 5 business days.

15. Authorization of Payment

By providing a credit card or any other form of payment, the individual ("Purchaser") certifies and warrants that they are an authorized representative or agent of the business entity ("Buyer") named in the invoice or agreement and have been duly authorized to make this purchase on behalf of the Buyer.

16. Business Liability

The Purchaser acknowledges that the transaction is made on behalf of the Buyer and agrees that the Buyer is fully liable for all charges incurred under this agreement, including but not limited to the cost of goods, applicable taxes, and fees.

17. Personal Payment Authorization

If the Purchaser uses a personal credit card for payment, they agree and acknowledge that such payment is being made as an agent of the Buyer and not in a personal capacity. The Purchaser further agrees that the Buyer remains bound to all terms of the agreement, regardless of the payment method used. If the Purchaser uses a personal credit card for payment, they agree to indemnify and hold Merchant harmless from any disputes, chargebacks, or claims arising from the use of a personal credit card.

18. Chargeback Dispute Waiver
The Purchaser and Buyer agree not to initiate a chargeback dispute on the basis that the Purchaser's personal credit card was used for the transaction. If a chargeback is initiated in violation of this agreement, the Buyer agrees to reimburse Merchant for all associated costs, including but not limited to fees, penalties, and administrative expenses.

19. No Refunds Policy
All convenience fees and processing fees are non-refundable under any circumstances.

20. Force Majeure Clause
Merchant shall not be liable for any delays, failures in performance, or interruptions of service due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, government actions, or third-party interruptions.

21. Indemnification Clause
The Buyer agrees to indemnify, defend, and hold harmless the Merchant and its officers, directors, and employees from any claims, damages, liabilities, or expenses arising from the Buyer's use of the Virtual Terminal payment method, including but not limited to unauthorized use or breach of these Terms of Service.

22. Limitation of Liability Clause
Merchant's liability for any claims arising under this agreement is limited to the amount of the specific transaction in dispute. Merchant shall not be liable for indirect, incidental, or consequential damages under any circumstances.

22. Severability
If any provision or portion of this Agreement is invalid under applicable statute or rule of Law, it is only to that extent to be deemed omitted and such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if such unenforceable provision(s) had never been contained herein.

23. Contact Information

For questions about these Terms of Service or Buyer's payments, please contact Merchant at sales@scalmob.com.

IN WITNESS WHEREOF, the Parties have caused this Terms of Service Agreement to be executed and delivered by their respective authorized signatories. By signing below, Buyer acknowledges receipt and acceptance of this pre-executed agreement

Buyer

Acceptance Without Signature

Buyer's acceptance of this Agreement does not require a physical or electronic signature. Acceptance is conclusively established by any of the following:

- Payment of any invoice issued by Supplier
- Acceptance or resale of Products
- Submission of a purchase order
- Continued business with Supplier after receipt of this Agreement

This Agreement is a legally binding contract.

Merchant

Business Entity: SCal Mobile, LLC

Name: Alan Bidgoli

Signature:

Title: Chief Executive Officer

Note: The Merchant's signature has been pre-executed for operational efficiency. The Buyer's signature shall constitute final acceptance of the Agreement and establish the Effective Date. This agreement was delivered to Buyer as a pre-signed standard form. No changes were made to the Merchant's signature following original issuance.