



INVOICE TERMS & CONDITIONS

THESE TERMS AND CONDITIONS (the “**Terms**”) apply with respect to the purchase of: (a) any hardware, software or any other products (the “**Products**”) sold by **Cyphersoft Inc. dba Ocean AID** (“**Ocean AID**”); and (b) any services provided by Ocean AID with respect to the Products (the “**Services**”). By purchasing any Products and/or Services, you agree to be bound by these Terms.

1. Disclaimer

(a) **General.** All Products and Services are sold “as is” without any implied or express representations, warranties, conditions or guarantees, including without limitation, warranties of merchantability, quality, performance, non-infringement, and fitness for a particular purpose.

(b) **Third-Party Materials.** Ocean AID is not responsible for any third-party software, hardware or other materials (the “**Third-Party Materials**”) that may be incorporated in the Products or Services. Any such Third-Party Materials are provided as-is.

2. Use of Products

(a) **Restrictions.** Customers must not reverse-engineer, disassemble, modify, prepare derivative works of, or otherwise tamper with Products. Customers will use Products only as reasonably intended by Ocean AID, and will not alter or remove any labels or markings. Ocean AID is not responsible for any modifications made to Products by any person without Ocean AID’s prior express written consent.

(b) **System Updates.** Customers requiring updates to any Product’s operating system, JetPack version, or firmware must return the Product to Ocean AID for servicing. Except as otherwise provided by Ocean AID in writing, a flat service fee of CAD \$200 applies, excluding shipping. Customers must not attempt to perform system updates themselves.

3. Intellectual Property Rights

All intellectual property rights in and relating to Products are retained by, and remain the exclusive property of, Ocean AID.

4. Limitation of Liability

Ocean AID’s total liability under any circumstance is limited to the amount paid by the customer for the Products and/or Services. In no event will Ocean AID be liable for any kind of indirect, incidental, special, or consequential damages, regardless of the theory of liability.

5. General

These Terms constitute the entire agreement of the parties with respect to the subject matter herein. These Terms will be governed by the laws of the Province of British Columbia, Canada. If any provision of these Terms is held to be invalid or unenforceable, then: (a) the remainder of these Terms will remain in effect; and (b) to the fullest extent permitted by law, the impugned provision will be deemed to be amended to best accomplish its original intent while remaining compliant with law.

[End of Invoice Terms and Conditions]