UNIT 1 APP — TERMS & CONDITIONS

Version: 2026-10-07

Company: Unit 1 Gear, Inc., a corporation with its legal address at 66 W Flagler Street, Suite 900, PMB 10828, Miami, FL 33130, USA and/or its subsidiaries ("Unit 1", "we", "us", "our").

Privacy Policy (incorporated by reference): https://www.iubenda.com/privacy-policy/59420109

Terms URL: https://support.unit1gear.com/terms

Please read these Terms & Conditions ("Terms") carefully before using the Unit 1 mobile application ("App" or "Unit 1 App") and the associated helmets, lights, remotes, charging cases and their features (collectively, the "Services" or "Devices"). By downloading, installing, accessing, or using the App, you ("you", "your", "User") acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, do not use the App — you may still use your Unit 1 Devices standalone (see §2) or return your products for a full refund (see §24).

1. Eligibility, Accounts and Acceptance

1.1. You must be at least 16 years old (or the age of digital consent in your jurisdiction, if higher) or have legal capacity to enter a binding agreement. If you use the App for or together with a minor — including setting up a Sparky Safety ID for children — you must be the parent or legal guardian, you act on the minor's behalf, and you accept full responsibility. Children must not create accounts themselves.

1.2. You may register with email/password, Google, or Apple (Sign in with Apple may use a relay address). Authentication and session management are provided via Firebase Authentication. You are responsible for keeping your credentials confidential and for activity under your account.

1.3. You must comply with all applicable laws, including helmet-use laws, cycling/e-bike/skate regulations, traffic and lighting laws, and privacy rules in your jurisdiction.

1.4. Before first login/signup you must explicitly accept these Terms and the Privacy Policy in the App (Located in the Get Started consent panel). For certain existing accounts the App may ask you to re-accept updated versions (in-app Legal Gate); continued use after notice of material changes constitutes acceptance (see §21). If you do not meet these requirements, you may not use the App.

2. General — The App Is Optional and Supplemental

2.1. The App provides optional smart features for supported Unit 1 Products ("Unit 1 Devices": Smart Helmets such as but not limited to AURA, FARO, NEON, SPARKY, Smart Lights, UNIT 1 Remote, Charging Case, Clear Visor, Tinted Visor, Adaptive Visor). Core functions — including lights, turn signals and brake lights where applicable — may work without the App. The App is required only for certain features such as, but not limited to, Crash Alert, Safety ID setup, Daytime Sensor or Rain Sensor, Firmware updates and detailed light & sensor customization.

2.2. Functionality may vary by region, device model, connectivity, OS version and permissions, and firmware/App versions. Unit 1 may modify, update or discontinue features at any time.

2.3. The App does not replace the instructions, warnings and safety guidelines in the device user manual and packaging. In case of conflict on safe use, the user manual prevails. Unit 1 is not responsible for your use, misuse, or failure to use the helmet or the App in accordance with the manual, these Terms and local laws or regulations.

3. Helmet and Device Use — Safety Warnings

3.1. No helmet can prevent all injuries. Serious injury or death may still occur while cycling, e-biking, skateboarding or engaging in other activities even when wearing a helmet. Unit 1 makes no claim that any helmet eliminates risk.

3.2. Proper fit is essential. A helmet protects only if properly fitted and adjusted. Follow the manufacturer's fit and adjustment instructions. Before each use check that nothing is torn, worn, missing, out of adjustment, or damaged.

3.3. Replace after impact or signs of wear. The helmet absorbs impact by partial destruction of its shell or liner; damage may not be visible. After any impact, replace the helmet or return it for inspection. The helmet has a limited lifespan — replace after 3 years or at the first sign of wear, whichever comes first.

3.4. Lights and signals are supplemental only. Helmet-mounted lights do not replace legally required bicycle lights. Turn signals (helmet, lights or Nav Remote) do not replace required hand signals and may be missed or misunderstood by others. Brake-light and turn-signal animations are aids, not guarantees of visibility or communication. You remain responsible for complying with lighting/visibility laws. Unit 1 is not responsible for miscommunication caused by helmet lights or signals.

3.5. Battery safety. Devices contain lithium-ion batteries. Improper use can cause fire or explosion. Do not: charge with defective or non-compliant chargers; expose to excessive heat, flame or prolonged sunlight; charge devices for over 5 hours; disassemble, crush, puncture or replace the battery yourself. If devices will go unused for a long period of time,

charge the battery to 50% and re-charge it to 50% every 3 months. Following a long period of non-use, closely monitor the charging process and do not exceed 4 hours of charging time. Follow all battery-care instructions. Do not start a firmware update with low battery (see §11).

3.6. Avoid chemicals and heat damage. The helmet may be damaged — invisibly — by ammonia cleaners, bleach, alcohol, acetone, petroleum-based solvents, paint, adhesives, stickers and similar products.

3.7. No modifications. Never modify the helmet or add accessories not recommended by Unit 1. Doing so may reduce protection, interfere with electronics/sensors, and void warranties.

3.8. Local regulations. Some jurisdictions restrict or prohibit helmet-mounted lights, flashing modes, or certain signaling devices. You are responsible for complying with all applicable laws where you ride.

4. Permissions, Connectivity and Compatibility (Read Before Enabling Smart Features)

Smart features depend on your phone, OS, and third parties outside Unit 1's control. By enabling them you accept the following requirements and limitations:

(a) **Bluetooth (BLE):** helmet/lights/remote must be paired, powered, in range and connected. Interference, distance, low battery, or OS Bluetooth behavior can drop the connection.

(b) **Location:** Crash Alert and Rain Mode need location permission ("While Using" or "Always" where prompted) plus system location services ON. Background location may be required for background operation. If permission is denied or location unavailable, the features degrade or disable.

(c) **Notifications, background operation and battery optimization:** allow notifications and background activity; disable aggressive battery optimization for the App where applicable. The OS may kill background work (especially on Android), delaying or suppressing countdowns, SMS triggers and weather checks.

(d) **Contacts (Crash Alert):** access is needed to pick an emergency contact; you may also enter one manually.

(e) **NFC:** Safety ID writing/reading needs an NFC-capable phone. Reading a tag needs physical proximity and, for the web-link model (§§6–7), an **internet connection** on the reading phone.

(f) **Cellular/network + SMS:** Crash Alert SOS delivery needs your phone online at the moment of the crash and an SMS-capable emergency-contact number (see §5).

(g) **Firmware/App Version:** keep the App, OS and device firmware updated. Firmware update sessions pause Crash Alert (see §11).

Unit 1 is not responsible for outages, delays or behavior changes caused by mobile OSs, Bluetooth stacks, carriers, GPS, SMS gateways, weather-data providers, or store platforms (see §14).

5. Crash Alert Feature — Requirements, Real Behavior and Disclaimers

5.1. Description: Crash Alert is an optional, user-enabled feature. When armed and all preconditions hold, helmet sensors may detect certain hard impacts; the App then: retrieves your current location using the phone's GPS, shows a local push notification and starts a user-configurable safety countdown. If the countdown is not cancelled by the user before the available time is depleted, the App instructs Unit 1's server to send an emergency text message ("SOS") to your designated emergency contact, containing a predefined message and a link to your last known location (links may be permanent public URLs — see the Privacy Policy retention notes).

5.2. Requirements — all must hold at the moment of the crash: (i) a functioning compatible helmet (AURA, FARO or NEON) with sufficient battery, connected via BLE and on current firmware; (ii) your smartphone on your person during the event, powered and not in a state that blocks background work; (iii) active BLE connection helmet↔phone; (iv) cellular/network service on your phone; (v) an SMS-capable emergency-contact number correctly configured (country code included), with cellular/network service and proper battery charge; (vi) required permissions granted (Bluetooth, location, notifications, background operation, contacts where applicable).

5.3. Automatic safety behavior you must expect: (a) Crash Alert turns itself OFF after a detected crash (you must re-enable it); (b) it is paused while a firmware update session is in focus. These are intentional precautions.

5.4. Limitations and disclaimers. You acknowledge Crash Alert may fail to detect real crashes (false negatives) and may trigger on non-crashes (false positives). It depends on third parties beyond Unit 1's control (BLE stability, OS background behavior, cellular coverage, GPS accuracy/availability, SMS delivery, server availability). Unit 1 cannot guarantee: every crash will be detected; any SOS will be delivered promptly or at all; location will be accurate, timely or available (the App may fall back to an explicitly imprecise/last-known position); the emergency contact will see, read or act on the message; carrier filtering, landline/unsupported numbers, regional SMS restrictions, or a prior STOP reply will not block delivery. You bear full responsibility for configuring, testing and using Crash Alert, keeping the contact current, and not relying on it as a medical or emergency service. Crash Alert is not a replacement for traditional emergency services. Always call local emergency services yourself when able.

5.5. Costs and consent for messages. The SOS is sent on your instruction when the countdown expires (or when you tap SOS). Your carrier/plan and the recipient's plan may impose SMS/data charges. Provide only a contact number you are authorized to use for this purpose.

5.6. Data note. Crash Alert configuration lives on your phone; SOS delivery necessarily shares your name/message, the contact number and your location with the SMS provider and the recipient. Crash-related diagnostics are always collected (even if you leave the Improvement Program) strictly to keep this safety feature reliable — see §12 and the Privacy Policy. Never include health details in the SOS text beyond what you knowingly choose.

6. Safety ID — Adults

6.1. Description: The Safety ID ("NFC Tag", "Safety ID", "Medical ID", "Tag") feature is optional. The Adult Safety ID feature is optional. Safety ID-compatible helmets contain an NFC tag on which the user may write and store information including, but not limited to, name, address, date of birth, gender, height/weight, blood type, pre-existing conditions, organ-donor status, pacemaker, pregnancy status/due date, health-insurance provider/policy and emergency contact name and phone number. Once the Safety ID is properly written into the NFC tag and the data is stored within, any smartphone with NFC capabilities and an internet connection may read this tag, provided they have physical access to the helmet. This feature works regardless of the battery level of the helmet.

6.2. Data Access. All data written in a Safety ID is optional and discretional by nature, as it is entirely controlled by the user. By writing information, medical or otherwise, into a Safety ID you give explicit consent to make that health information available via the process outlined in §6.1. You may withdraw that consent at any time by editing the Safety ID or erasing its contents (and subsequently deleting the information from the App and your Account). Erasing the information cannot recall copies already scanned, saved, backed up or indexed. If you do not want health data to be accessible, do not put it on the tag — use Sparky-style minimal contact data instead.

6.3. Data Display: Once the Safety ID is transferred into a helmet's NFC Tag, the App encodes a public web link that itself contains all the information you entered and writes that link into the NFC Tag. This link can only be originally obtained by physically reading the NFC tag. Opening the link shows the data on a web page with no password or access check. Anyone who scans the tag — or who obtains/copies the link — can access the information within, even after you reset the NFC tag or delete the App (copies already scanned/saved cannot be recalled). Only include what you are comfortable making visible to anyone with physical access to the helmet. User assumes all privacy risks related to data entered into a Safety ID tag.

6.4. Data Storage: the Unit 1 App only stores your Safety ID information in your phone (and/or its backups such as iCloud or Google if enabled) and in the embedded link. Unit 1 does not store, collect, transmit, or access Safety ID information.

6.5. Disclaimers:

You acknowledge and agree that:

- Safety ID is an informational aid, not a medical device or emergency service in itself.
- Unit 1 is not liable for incorrect, incomplete, outdated, misleading, offensive or unlawful data you store in the Safety ID.
- Unit 1 is not liable for failure to read an NFC tag for any reason such as damage on the NFC tag, incompatible phone, lack of connection on the reading phone, server outage, etc.
- Unit 1 is not liable for misuse, unauthorized or malicious scanning of the NFC tag inside or outside the intended use case.
- Unit 1 is not liable for any action or lack of action by first responders, bystanders or authorities taken from NFC tag data.
- This feature does not guarantee the scanning or any other actions from third parties in the event of an accident.

7. Safety ID — Children

7.1. Description: The Children's Safety ID feature is optional and intended for lost-helmet scenarios. Parents/guardians may store limited information (e.g., name, phone number, address) on the NFC tag to assist a potential retrieval of the helmet if lost. This feature is NOT intended for medical and/or sensitive information concerning children.

7.2. Disclaimers. All disclaimers listed on §6.5 apply to this section as well.

Additionally, you acknowledge and agree that:

- Parents/guardians assume full responsibility for any information stored on the tag and must obtain the necessary consents to access or share this data.
- Parents/guardians must provide the minimum data required to assist in the retrieval of a lost helmet, minimizing unnecessary information.
- The feature does not guarantee the return of a lost helmet.

8. Rain Mode/Rain Sensor:

8.1. Description: This is an optional feature available to some Unit 1 devices. When enabled for a supported device, the App may detect rain, hail, snow or fog through periodic weather and/or location checks and automatically apply a high-visibility pattern and/or cadence to its lights. It needs location permissions, cellular or wi-fi signal on the phone and a live connection to the Unit 1 device.

8.2. Disclaimers: Weather data retrieved from your phone's weather service may be inaccurate, outdated or wrong, resulting in Rain Mode wrongly engaging (false positive) or failing to engage (false negative). User remains responsible for the operation and consequences of this feature. Unit 1 is not liable for false positives or false negatives regarding Rain Mode nor any actions by the user, motorists, pedestrians or bystanders derived from this feature.

9. Daylight Mode/Daylight Sensor

9.1. Description: This is an optional feature available to some Unit 1 devices. Employing sensors embedded within supported devices, the device may detect direct sunlight and automatically engage a light pattern designed for daytime use.

9.2. Disclaimers: Partial shadows, fast changing lighting conditions and other elements may impair the correct sensing of daylight, resulting in the erratic or unexpected behavior of this feature. Unit 1 is not liable for false positives or false negatives regarding Daylight Mode nor any actions by the user, motorists, pedestrians or bystanders derived from this feature.

10. Brake and turn signal customization

10.1. Description: This is an optional feature that requires a Unit 1 remote. Brake sensitivity and braking light animations are configurable where supported. Turn Signal animation can also be customized by the user.

10.2. Disclaimers: In-App previews are artistic renditions of the real animation and may not reflect road behavior. Turn signals are a supplement, not a replacement for hand signals, Unit 1 is not responsible for any failure of communication with motorists resulting from turn signals or brake lights.

11. Firmware Updates and Device Management

11.1. The App may offer Firmware updates for its devices, it is recommended you keep them up to date. During a Firmware update, do not ride, power off, or move out of Bluetooth range during an update; keep the device sufficiently charged (do not start below the App-indicated threshold). Interrupting an update can leave a device unusable until recovered/retried.

11.2. Crash Alert is paused while a firmware update process is running. Battery, range and update success are not guaranteed.

11.3. Pairing data and settings are stored in your phone. Unpairing, deleting the App removes local data. Deleting your account wipes phone-side account data per the Unit 1 Gear Privacy Policy.

12. Incorporated Privacy Policy

The Unit 1 Gear Privacy Policy is incorporated by reference and controls how personal data is handled. In case of conflict on data handling, the Privacy Policy prevails for privacy matters. Please read the full Policy accessing the link at the beginning of this document.

13. User Responsibilities and Acceptable Use

You agree you will: (a) use the App only for lawful purposes and follow the manual and all safety guidance; (b) not rely on the App, Crash Alert or Safety ID as an emergency/medical service equivalent; (c) configure Crash Alert and Safety ID responsibly, keep contacts/firmware/permissions current to the best of your abilities, and test them before use; (d) not modify, reverse-engineer, tamper with, or interfere with the App, firmware, tags or Bluetooth® protocols except as allowed by law; (e) ensure your phone meets minimum requirements and keep OS/firmware/App updated; (f) not misuse Safety ID (e.g., someone else's data without authorization, unlawful or excessive personal data, sensitive data on a child's tag); (g) not abuse SMS/SOS (tests to real contacts only with their knowledge; avoid triggering false alerts).

14. Third-Party Services

The App relies on third parties such as mobile OSs, Bluetooth stacks, carriers, GPS/location services, SMS gateways (Twilio), link/URL hosting, weather-data providers, Firebase/Google (Auth, Analytics, Firestore, Functions, Remote Config, BigQuery), Sentry, Apple/Google sign-in and stores, and Beta platforms (TestFlight/Play Beta). Unit 1 is not responsible for third-party outages, disruptions, delays, errors, behavior changes, or policy/fee changes; your use of those services may be subject to their own terms/policies. Store/platform analytics may additionally apply per your device settings.

15. Intellectual Property and Limited License

All Unit 1 trademarks, logos, designs, software, firmware, App content, documentation and related IP are owned exclusively by Unit 1 Gear, Inc. (or its licensors and/or subsidiaries). Subject to these Terms, you receive a personal, non-exclusive, non-transferable, revocable license to install and use the App on devices you own/control, solely in connection with Unit 1 Devices. No other rights are granted. You may not copy, modify, distribute, sell, lease, or create derivative works except as allowed by law or with prior written permission.

16. Warranty

The helmet/hardware warranty is governed by the Unit 1 Gear Limited Warranty included with the product/manual. The App is provided “AS IS” and “AS AVAILABLE,” without warranties of any kind (express, implied or statutory, including merchantability, fitness for a particular purpose and non-infringement), to the fullest extent permitted by law and unless mandatory law provides otherwise.

17. Limitation of Liability

17.1. To the maximum extent permitted by law, Unit 1 shall not be liable for indirect, incidental, consequential, special, exemplary or punitive damages; for personal injury, death or property damage related to cycling/riding activities or to reliance on the App or any feature (including failure/delay of Crash Alert, Safety ID readability/accuracy, Rain/Daylight or brake/turn signal behavior); or for third-party failures. Unit 1’s total aggregate liability shall not exceed the amount you paid for the Unit 1 product giving rise to the claim (or, if none exists, USD 100).

17.2. Nothing in these Terms excludes or limits liability where it would be unlawful to do so — including where mandatory consumer, product-liability or personal-injury law in your jurisdiction (including the EEA/UK) does not permit such exclusion or cap. You assume the inherent risks of cycling, e-bike riding, skateboarding and other helmet activities.

18. Indemnification

You agree to indemnify, defend and hold harmless Unit 1 Gear, Inc., its subsidiaries, officers, directors, employees and agents from claims, liabilities, damages, losses and reasonable expenses (including attorneys’ fees where recoverable) arising from: your use of the App/Devices; your configuration of Crash Alert, Safety ID or any feature; data you store on Safety ID or its consequences; your violation of laws and/or regulations or of these Terms; or your misuse of helmets or other Unit 1 Devices — except to the extent caused by Unit 1’s willful misconduct or where indemnification would be unlawful under applicable consumer law.

19. Dispute Resolution — Binding Arbitration (US) & Class-Action Waiver, With Consumer Carve-Outs

19.1. Agreement to arbitrate (US users). If you are resident in the United States, you and Unit 1 agree that all disputes, claims or controversies arising out of or related to Unit 1 Devices, the App, these Terms, or your relationship with Unit 1 shall be resolved exclusively by binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules, not by court litigation (no judge or jury; the arbitrator's decision is final and binding, subject to limited review under the Federal Arbitration Act).

19.2. Class-action waiver (to the extent permitted by law). You agree to bring claims only on an individual basis and not as plaintiff or class member in any class, collective, representative or mass action/mass arbitration against Unit 1.

19.3. Opt-out. If you do not agree to arbitration, you must opt out within 30 days of first using the App by sending written notice to support@unit1gear.com or to the mailing address above, stating your name, account email and clear intent to opt out of arbitration.

19.4. Exceptions. Either party may bring an eligible claim in small-claims court; Unit 1 may seek injunctive or equitable relief to protect its IP or prevent misuse of the App/Devices in any competent court.

19.5. Non-US / EU-UK consumers. Nothing in this Section deprives consumers resident in the EEA, UK or Switzerland (or other jurisdictions with non-waivable protections) of the protection of mandatory local law, including the right to bring proceedings before the competent courts of their domicile and any statutory ADR/ODR avenues (including the EU ODR platform where applicable). If any part of §19 is unenforceable in your jurisdiction, the remainder continues to the fullest extent permitted.

20. Governing Law

These Terms are governed by the laws of the State of Delaware, USA, without regard to conflict-of-laws principles — except that consumers resident in the EEA/UK/Switzerland (or where mandatory law so requires) additionally benefit from the mandatory protections of their home jurisdiction, which prevail in case of conflict.

21. Modifications

Unit 1 may update these Terms (and the version identifier, e.g., legal_terms_version) at any time. Material changes will be notified in the App and/or by other reasonable means (such as an email or the in-app re-acceptance gate); the current version and acceptance record control. Continued use of the App after the effective date / after accepting the updated versions constitutes acceptance. If you do not agree to updated Terms, stop using the App and, if desired, delete your account. Deletion of your account and data will be handled per

the Unit 1 Gear Privacy Policy, which you can access following the link at the beginning of this document.

22. Suspension and Termination

Unit 1 may suspend or terminate access to the App/Services for cause (e.g., violation of these Terms, fraud/abuse, security risk, legal requirement) or discontinue the App with reasonable notice where feasible. Upon termination, you must cease using the App and delete copies. Termination does not affect accrued rights, §§15–20, or your ability to request data deletion per the Unit 1 Gear Privacy Policy. You may stop using the App and delete your account at any time (Settings → Delete account). Deletion of your account and data will be handled per the Unit 1 Gear Privacy Policy, which you can access following the link at the beginning of this document.

23. Severability; Entire Agreement; Assignment; Language

If any provision is found unenforceable, it shall be narrowed to the minimum extent necessary and the remainder continues in full force. These Terms, together with the Privacy Policy, Limited Warranty and manual safety instructions, are the entire agreement for the App. You may not assign without consent; Unit 1 may assign in connection with a merger/acquisition/reorganization. The English version controls in case of translation differences unless mandatory law provides otherwise.

24. Rejection of these Terms

If you do not agree with these Terms & Conditions related to the use of Unit 1's App, products and/or services and do not wish to engage in their use, you are eligible for a return of the purchased goods along with a full refund, provided you meet all the requirements. To initiate the return & refund process, please write an email to support@unit1gear.com stating the reason for return is the 'Non-acceptance of the App Terms & Conditions' and including photos of the state of the products (which must be unused) as well as your order number. If the products were purchased through a retailer or re-seller (such as Amazon), you may initiate the return process directly through them.

25. Contact

Unit 1 Gear, Inc. 66 W Flagler Street, Suite 900, PMB 10828 Miami, FL 33130, USA Support: **support@unit1gear.com** — Privacy owner contact: **contact@unit1gear.com** — Arbitration opt-out: **support@unit1gear.com** (subject "Arbitration Opt-Out").

END OF TERMS & CONDITIONS