

## **Sevenhugs Product Terms and Limited One-Year Warranty**

Please read the following terms and conditions and limited warranty (these “**Product Terms**”) before you purchase the Sevenhugs Smart Remote product, since they are legal terms that govern your use of our product, and the related software, firmware and documentation (collectively, the “**Product**”). The Product has been provided to you by Sevenhugs, Inc. (“**Sevenhugs**,” “**we**,” “**us**,” or “**our**”). If you misplace your copy of these Product Terms, you may access them on our website (the “**Website**”) at [www.sevenhugs.com/legal](http://www.sevenhugs.com/legal).

Use of our Product requires you to download the Sevenhugs mobile application (the “**App**”). Your use of the App is subject to separate terms and conditions of use (the “**App Terms**”), which are incorporated into these Product Terms. In addition, your use of our Product and App is also governed by the terms and conditions of our privacy policy (the “**Privacy Policy**”) at [www.sevenhugs.com/legal](http://www.sevenhugs.com/legal), both of which are incorporated herein by reference. These Product Terms, the App Terms, and the Privacy Policy are collectively referred to as the “**Agreement**.”

BY PURCHASING OR USING THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT. IF YOU DO NOT AGREE TO THE AGREEMENT, DO NOT PURCHASE OR USE OUR PRODUCT.

### **1. Use of the Product; Grant of License.**

You agree that your use of the Product is solely for your personal, noncommercial purposes. You shall use the Product in accordance with our instructions, and you may not purchase Products with the intention of reselling them, or otherwise act as a distributor of the Products. Subject to the terms of this Agreement, we grant you a non-exclusive, non-transferable, limited license to use the software and firmware that is both embedded in our Product and used in connection with our Product (the “**Software**”), solely for the purpose of operating the Product. You may not remove the Software from the Product, or transfer the Software to any other device. You agree not to copy, modify, reverse engineer, decompile, or disassemble the Product or the Software. We may, from time to time, make updates or upgrades to the Software available to you. Any and all of such updates or upgrades shall be deemed the Software, and shall be subject to the terms of this Agreement. You acknowledge that, as between you and Sevenhugs, we own all right, title, and interest in and to the Software, the Product, and all intellectual property related thereto. Except for the limited license granted in this Section, we do not grant you a license to our intellectual property, whether express, implied, by estoppel or otherwise, or grant you the right to make or have made any Product or to use the Product beyond the scope of the Agreement. Nothing in the Agreement limits our ability to enforce our intellectual property rights. You are solely responsible for making sure that the way you use the Product and the Software complies with applicable laws, regulations and governmental policies. It is solely your responsibility to make sure the Product is suitable for your particular use.

### **2. App Terms.**

In order to use the Product, you will be required to download our App and create a user registration. Your use of the App is governed by the additional terms and conditions set forth in the App Terms.

### **3. Collection and Use of Data.**

When you create a user registration and whenever the Product, the Software or the App are being used, Sevenhugs may receive certain information about you and your devices, device usage, configurations, network connectivity, location, and other related information. We and/or third parties may use, process,

store and share this information in order to operate and improve our products and services and for other purposes. However, our use and sharing of any personal information that we may collect about you will be in accordance with our Privacy Policy at [www.sevenhugs.com/legal](http://www.sevenhugs.com/legal).

#### **4. LIMITED ONE-YEAR WARRANTY.**

Except as set forth below, Sevenhugs warrants that the hardware Product will be free from defects in workmanship and materials under normal use for a period of one (1) year from the date of purchase (the “**Limited Warranty Period**”). Except where prohibited by applicable law, this warranty is nontransferable and is limited to the original purchaser (you). This limited warranty is not transferable to any subsequent user of the Product or other third party. SEVENHUGS PERSONNEL ARE NOT AUTHORIZED TO ALTER THIS LIMITED PRODUCT WARRANTY.

##### **Exceptions**

This limited warranty does not cover any of the following Product issues:

- damage or defects caused by abuse, accident, neglect, improper handling, misapplication, or by failure to use the Product in accordance with an instructions for use that are provided with the Product;
- cosmetic damage, including, but not limited to, scratches or other physical damage to the surface of the Product;
- damage caused by exposure to moisture, extreme temperatures or other extreme environmental conditions;
- normal wear and tear of Product use;
- damage caused by unauthorized opening, repair, or modification;
- modifications to, or removal of, the Software;
- damage caused by fire, flood or other external causes;
- data connectivity issues related to the device(s) with which the Product connects or attempts to connect, including, but not limited to, the mobile device on which you have downloaded the App;
- damage or problems resulting from Third-Party Products (as defined below) that you access or use with the Product, whether or not integration with the Product is intended or approved by Sevenhugs, or any non-Sevenhugs branded parts and/or accessories for the Product, even if sold with the Product; or
- any issues related to the Software for use in connection with the Product.

This limited warranty does not, under any circumstances, cover the replacement of or reimbursement for any electronic device or other item that is not a Sevenhugs Product.

##### **How to Make a Claim under the Limited Warranty**

To make a claim under this limited warranty, you must contact us during the Limited Warranty Period by email at [support@sevenhugs.com](mailto:support@sevenhugs.com), and provide us with a description of the Product issue. We may require you to return the Product to us, in which case a return authorization number (“**RAN**”) issued by Sevenhugs will be required. You will be responsible for the costs of shipping the returned Product to us. Once we receive your returned Product, we will evaluate your claim (typically within 15 business days) to determine whether or not the returned Product fails to conform to this limited warranty. If we determine that there is a warranted defect in the Product, we will remedy the defect as set forth below in the section titled “Sole and Exclusive Remedy.” We are not liable for Products that are damaged or lost in transit to Sevenhugs. We recommend that you ship your returned Product to us via a trackable shipment method.

### **Sole and Exclusive Remedy**

Your sole and exclusive remedy for a breach of this limited warranty, and our sole and entire liability is, at our option, for us to either: (i) provide a replacement for the defective Product free of charge (including free shipping of the replacement Product), or (ii) provide you with a credit or refund equal to your purchase price for the defective Product. Replacement Products are warranted as above for the remainder of the Limited Warranty Period that applied to the original Product that was replaced.

### **Disclaimer**

EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS LIMITED WARRANTY, THE PRODUCT, INCLUDING ALL SOFTWARE, IS PROVIDED “AS IS” AND “AS AVAILABLE,” AND SEVENHUGS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS. SEVENHUGS DOES NOT WARRANT THAT THE PRODUCT OR SOFTWARE WILL OPERATE WITHOUT INTERRUPTION OR WILL BE ERROR-FREE, OR THAT ALL ERRORS MAY BE CORRECTED. THIRD-PARTY PRODUCTS ARE SUBJECT ONLY TO THOSE WARRANTIES EXTENDED BY SUCH THIRD PARTIES. **Some states or other jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so such limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction. In any event, any implied warranties that may exist under the laws of your jurisdiction are limited to the one (1) year period set forth in the limited warranty described above.**

### **5. Limitation of Liability.**

IN NO EVENT SHALL SEVENHUGS BE LIABLE UNDER ANY LEGAL THEORY OR FORM OF ACTION FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, OR COST OF SUBSTITUTE GOODS) IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS ARISING OUT OF OR RELATED TO THE PRODUCT (INCLUDING THE SOFTWARE) OR ITS USE, EVEN IF SEVENHUGS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY IN CONNECTION WITH ANY CAUSES OF ACTION ARISING UNDER WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS RELATED TO THE PRODUCT OR ITS USE (NOT ATTRIBUTABLE TO PERSONAL INJURIES) EXCEED THE AMOUNTS PAID BY YOU FOR THE PRODUCT. THESE EXCLUSIONS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

### **6. Third-Party Providers.**

The Product and Software require certain products and services provided by third parties in order to function (“**Third-Party Providers**”). A list of certain Third-Party Providers is posted on our Website at [www.sevenhugs.com/legal](http://www.sevenhugs.com/legal), along with any applicable terms and conditions of use for each product or service provided by Third-Party Providers that require such terms and conditions to be passed down to you (the “**Third-Party Terms**”). Sevenhugs may update the list of Third-Party Providers from time to time. Such updates will be posted to the Website, along with any additional Third-Party Terms. By using the Product and the Software, you expressly agree to be legally bound by all applicable Third-Party Terms. It is your responsibility to check the Website from time to time changes to the Third-Party

Providers and additional Third-Party Terms. For the avoidance of doubt, Sevenhugs may integrate with certain third-party software that do not have separate Third-Party Terms and do not require your separate consent. Such third-party software may not be set forth on our Website.

## **7. Third-Party Products.**

One of the most valuable features of our Product is that you have the ability to use it with your third-party at-home devices, such as your television and your home thermostat, and with other third-party service providers, such as Uber (collectively, “**Third-Party Products**”). Sevenhugs does not endorse any Third-Party Products that integrate with our Product or the underlying software associated with such Third-Party Product, even if the Third-Party Product was enabled using our proprietary application programming interface (API) or software developer kit (SDK). Further, Sevenhugs makes no representations or warranties with regard to the accuracy, availability, suitability, or safety of such Third-Party Products or their underlying software.

In some cases, in order to use our Product with such Third-Party Products, you may be required to (a) download the applicable software for the Third-Party Product, and/or (b) create an account with the applicable Third-Party Product provider and agree to their terms and conditions of use. It is solely your responsibility to review and agree to any and all applicable terms and conditions associated with such Third-Party Products.

## **8. Indemnification.**

You agree to defend, indemnify, and hold Sevenhugs, our affiliates, and our and their respective shareholders, officers, directors, employees, agents, successors, and assigns harmless from and against any damages, liabilities, losses, expenses, claims, actions, and/or demands, including, without limitation, reasonable legal fees, arising or resulting from: (i) your breach of this Agreement (including any Third-Party Terms) or (ii) your negligence or willful misconduct in using the Product and Software (including any claims of property damages or personal injury). We will provide notice to you of any such claim, suit, or proceeding and will assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control (at your expense) of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

## **9. Miscellaneous.**

The Agreement and any action related thereto will be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of Delaware for purposes of any dispute.

Our failure to act on or enforce any provision of the Agreement will not be construed as a waiver of that provision or any other provision in this Agreement. No waiver will be effective against us unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and will not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.