

NOMMI LIMITED WARRANTY

LIMITED WARRANTY

PowerWifi Inc., and its affiliated companies worldwide (jointly called “Nommi”), warrants each Nommi device (“Product”) against defects in material or workmanship for a period of one (1) year from the original date of purchase of the Product by a consumer (the “Warranty Period”). If a material or workmanship defect arises with regard to any Product, and a valid claim is received within the Warranty Period, Nommi will replace the Product with a new or refurbished Product. For purposes of this limited warranty, “refurbished” means a Product or part that has been substantially returned to its original specifications.

This Limited Warranty is your sole and exclusive remedy for any breach by Nommi of this Limited Warranty, and Nommi’s sole and entire liability for such breach, is either, at Nommi’s option, to repair or replace the defective Product. Nommi reserves the right to send you a replacement Product that is the same or of a similar style to the Product you returned under this Limited Warranty or a substitute equivalent to your original Product that may not be of like kind (depending on availability). Replacement Products will be furnished only on an exchange basis. Replacement or repaired Products are warranted as above only for the remainder of the original applicable Warranty Period.

For end users who are covered by an applicable consumer protection law or regulation in their jurisdiction of purchase or residence, the benefits to the end user under this limited warranty are in addition to other rights and remedies of the end user under such laws or regulations.

Such benefits may include additional warranties or rights relating to the performance of the Product and remedies applicable in the event of a defect. This limited warranty will be interpreted under the laws or regulations that apply to the end user in any state, province or country and any provision of this limited warranty that conflicts with any such end user rights or benefits is not applicable to end users covered by such law or regulation, so the exclusions and limitations set out in this limited warranty may not apply, or may not fully apply, to you.

ACKNOWLEDGMENT OF REQUIREMENTS FOR NOMMI PRODUCTS TO PROPERLY FUNCTION

You understand and agree that, to function properly, your Nommi Product must be effectively paired with a qualifying smartphone that has a loaded and functioning Nommi app, and that your Nommi Product and app can only function properly in areas of availability of wireless or cellular coverage. Please see the Nommi Product operating requirements for a more detailed description of such requirements.

All Products and app functions are also subject to transmission limitations caused by atmospheric or topographical conditions or other causes. You acknowledge and agree that Nommi shall have no liability whatsoever (under this limited warranty or any theory of law, equity or tort) for any failures resulting from any condition where these requirements for proper functioning are not met, or not fully met during any period of time, including but not limited to during the initiation, continuation or termination of any Nommi alert. You acknowledge and agree that if you rely on any Product, any Nommi content or any Nommi service, you will be doing so at your own risk.

LIMITED WARRANTY EXCLUSIONS AND LIMITATIONS

EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PRODUCT, EACH NOMMI APP, THE NOMMI SERVICE, AND THE NOMMI WEB SITE IS PROVIDED SOLELY ON AN “AS IS” BASIS AND NOMMI MAKES NO OTHER WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTY THAT ANY PRODUCT, ANY NOMMI APP, THE NOMMI SERVICE OR ANY USE OF THE NOMMI WEB SITE WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS, OR THAT THE RESULTS THAT MAY BE OBTAINED FROM USE OF ANY PRODUCT, ANY NOMMI APP, THE NOMMI SERVICE OR THE WEB SITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOMMI SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. IF SUCH DISCLAIMER OF ANY IMPLIED OR STATUTORY WARRANTY IS NOT PERMITTED BY LAW, THE DURATION OF ANY SUCH IMPLIED OR STATUTORY WARRANTY IS LIMITED TO THE DURATION OF THE WARRANTY PERIOD OF THE LIMITED WARRANTY AS SET FORTH ABOVE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED OR STATUTORY WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IF APPLICABLE LAW SPECIFIES A MINIMUM WARRANTY PERIOD THAT IS LONGER THAN THE WARRANTY PERIOD SET FORTH IN THIS LIMITED WARRANTY, THEN THE WARRANTY PERIOD FOR ANY PRODUCT SUBJECT TO SUCH APPLICABLE LAW SHALL BE CONFORMED TO THE MINIMUM PERIOD SO REQUIRED. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

LIMITATIONS ON NOMMI’S LIABILITY TO YOU

IN NO EVENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, SHALL NOMMI, ITS SUBSIDIARIES, PARENTS, AFFILIATES, THIRD-PARTY CONTENT PROVIDERS, VENDORS, DISTRIBUTORS, OR SUPPLIERS AND/OR OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OF ANY NATURE WHATSOEVER, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE ANY PRODUCT OR NOMMI SERVICE, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF VALUE OF THE PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED WITH THE PRODUCT, OR LOSS OF USE OF THE PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED WITH THE PRODUCT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER

LEGAL THEORY, EVEN IF NOMMI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE), THE ENTIRE AGGREGATE LIABILITY OF NOMMI AND ANY OF ITS DISTRIBUTORS AND/OR SUPPLIERS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCT OR NOMMI SERVICE GIVING RISE TO LIABILITY.

SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

FURTHER EXCLUSIONS AND LIMITATIONS; NOMMI IS NOT AN INSURER

YOU AGREE THAT NOMMI IS NOT AN INSURER OF YOUR PROPERTY OR THE PERSONAL SAFETY OF PERSONS USING ANY PRODUCT, THEIR PERSONAL NOMMI CONTACTS, OR THOSE AROUND ANY SUCH PERSON. THE PRICE Nommi CHARGES FOR EACH PRODUCT AND/OR ANY ASSOCIATED NOMMI SERVICES REFLECT THE VALUE OF THE GOODS AND/OR SERVICES WE PROVIDE AND NOT THE VALUE OF YOUR PREMISES OR ANY OTHER PROPERTY, OR ITS CONTENTS, OR ANY LOSSES ASSOCIATED WITH PERSONAL INJURY OR DEATH. YOU ARE HEREBY ADVISED AND PUT ON NOTICE THAT INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE TO THE PERSON OR PREMISES OR ANY OTHER PERSON OR PROPERTY SHALL BE OBTAINED BY SUCH PERSON SOLELY FROM A THIRD PARTY INSURANCE COMPANY.

WARRANTY CLAIM PROCESS REQUIREMENTS

When requesting a warranty replacement, we will require proof that the claim is valid. In this regard, we may ask you, for example and not by way of limitation, to send a photograph of your damaged Product, return your Product to us for warranty coverage verification, send a photograph of your receipt for the purchase of the Product, or provide such other proof as we may request to allow us to determine the validity of warranty coverage on your claim.

ARBITRATION

PLEASE READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH A COURT ACTION.

You agree that any and all disputes (other than those described in the “Exceptions to Agreement to Arbitrate” section below) relating to your purchase or use of any Product and/or Nommi service, or the use by any of your Nommi contacts of any alert issued from your Product and/or through any Nommi service, shall be subject to and settled exclusively by arbitration. Unless you and Nommi agree otherwise, the arbitration will take place in the City and County of Delaware, USA. In the event this arbitration provision is contested by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, you and Nommi specifically agree to waive

and forever give up the right to a trial by jury. Instead, in the event any litigation arises between you and Nommi, any such lawsuit will be tried before a judge and not a jury. Further, you and Nommi agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts located in the City and County of Delaware, USA. Both you and Nommi consent to venue and personal jurisdiction there, and service of process through first-class or overnight mail.

Regardless of any statute or law to the contrary, YOU AGREE AND UNDERSTAND THAT any claim or cause of action arising out of or related to your use of any Product or Nommi services must be filed within one year after such claim or cause of action arose, or else that claim or cause of action will be barred forever.

EXCEPTIONS TO AGREEMENT TO ARBITRATE

Notwithstanding the above Arbitration provision, either you or Nommi may assert claims, if they qualify, in small claims court located in the City and County of Delaware, USA, or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the any Product or Nommi services, or infringement of intellectual property rights (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration.

WARNINGS

- This Product is not intended for children age 12 and under.
- This Product must be paired with a compatible smartphone to operate properly. Compatible smartphones include ones with operating system iOS™ 10 and later and Android™ 4.1 and later devices.
- This Product requires that the user be in an area where there is available cellular coverage and actual performance of the Product is subject to limitations caused by atmospheric or topographical conditions or other causes.

The Limited Warranty does not apply to any: (a) Damage due to acts of nature or God, for example, lightning strikes, tornadoes flood, fire, earthquake or other external causes; (b) Negligence; (c) Commercial use; (d) Alterations or modifications to any part of the Product; (e) Damage caused by use with non-Nommi products; (f) Damage caused by accident, abuse, or misuse; (g) Damage caused by operating the Product outside the permitted or intended uses described by Nommi or with improper voltage or power supply; (h) Damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Nommi or (i) failure to follow instructions relating to the Product's usage.

Not Covered Under the Limited Warranty:

- Products without sufficient proof of purchase
- Lost or stolen products
- Items that have expired their warranty period
- Free products
- Repairs through 3rd parties
- Damage from outside sources
- Damage from misuse of products (including, but not limited to: falls, extreme temperatures, water, operating devices improperly)

- Purchases from unauthorized resellers

Do not dispose of this Product with ordinary garbage. When disposing of this Product, follow the rules and regulations of disposal of hazardous waste applicable to your area.

PLEASE NOTE THAT THESE TERMS OF THIS LIMITED WARRANTY MAY BE UPDATED, MODIFIED OR OTHERWISE CHANGED FROM TIME TO TIME BY NOMMI IN ITS SOLE DISCRETION SO YOU ARE ADVISED TO REVIEW THESE TERMS OF LIMITED WARRANTY PERIODICALLY. ANY SUCH CHANGES SHALL ONLY APPLY TO ANY PURCHASES OF PRODUCTS YOU MAKE ON OR AFTER THE DATE OF ANY SUCH CHANGE.

PLEASE CHECK THE LAST VERSION OF WARRANTY ON OUR WEBSITE:
WWW.NOMMI.NET

LEGAL ADDRESS:

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