

Cubiio Terms of Purchase and Service

Version 1.2

Welcome, and thank you for your interest in MUHERZ LIMITED (“**Cubiio team**,” “**Muherz**,” “**we**,” or “**us**”) and our website at cubiio.muherz.com, along with our related websites, networks, software applications, and hardware products and accessories. These Terms of Purchase and Service are a legally binding contract between you and Muherz regarding your purchase of any product from Muherz and your use of the Service (defined below).

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

BY CLICKING ON THE “BUY”, “BUY NOW”, “PURCHASE”, “PAY NOW” OR OTHER SIMILAR BUTTON TO MAKE A PURCHASE, OR BY CLICKING “I ACCEPT,” OR BY DOWNLOADING OR INSTALLING SOFTWARE OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR PURCHASES AND USE OF THE SERVICE, YOU AGREE TO BE BOUND, BY THE FOLLOWING TERMS AND CONDITIONS (“*TERMS*”).

IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU SHOULD NOT PURCHASE ANY PRODUCT AND YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR PURCHASE OF A PRODUCT AND USE OF THE SERVICE, AND MUHERZ’S PROVISION OF ANY PRODUCT OR THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY MUHERZ AND BY YOU TO BE BOUND BY THESE TERMS.

IF YOU ARE MAKING PURCHASES OR ACCESSING AND USING THE SERVICE FROM THE EUROPEAN UNION, CERTAIN SEPARATE TERMS APPLY AS INDICATED BELOW.

ARBITRATION NOTICE. Except for certain kinds of disputes described in Section 5.7, and except if you are in the European Union, you agree that disputes arising under these Terms (including any dispute arising from your purchase or use of the Product) will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND MUHERZ ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury.

1. SECTION 1 - OVERVIEW

1. **Overview.** makes available wireless hardware products, including those known as “Cubiio Suit”, “Cubiio Shield”, “Cubiio Laser Module” and related spare parts, materials, designs, and accessories (collectively referred to as the “**Product**” in these Terms). To order a Product, you must register for an administrator's e-mail. You must verification the e-mail in order to use the Product and functions.
2. **Eligibility.**

2. **Product.** You must be at least 12 years old to use the Product. If you are under 18, you must have the consent of your parent or guardian on your behalf and only use the Service under their direct supervision. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 12 years old; and (b) your registration and your use of the Service is in compliance with all applicable laws and regulations.
3. **Purchases.** You must be at least 18 years old to make purchases from Muherz. By making a purchase from Muherz, you represent and warrant to us that you are at least 18 years old.
4. **Entity Users.** If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.
3. **Accounts and Registration.** To purchase a Product, and to access most features of the Service, you must register for an email and set a safety code. You agree that the email address you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be requested to set a safety code. You are solely responsible for maintaining the confidentiality of your account email address and safety code.
4. **User Accounts.** Each Cubiio's administrator must have their own account and you also agree that you will not allow others to use your Cubiio. If any person, other than yourself, uses your Cubiio, you must perform your management duties or you may be in violation of these Terms and bear relevant legal responsibilities. If you believe that your account is no longer secure, then you must immediately notify us at support@muherz.com.
5. **Use of the Product; Muherz Service.** You represent that each Product you purchase is for your own use and not for resale. Use of the Product may be subject to local laws, regulations, and ordinances in your jurisdiction, including air quality laws, noise control laws, and other health and safety laws. You are responsible for complying with all applicable laws. It is your responsibility to determine whether your use of the Product complies with local laws, regulations, and ordinances. For example, Muherz makes units available with air filters, but you are still responsible for determining whether the air filter meets any standards required by the laws in your jurisdiction. You may request information about the Product from Muherz to assist you in making your determination, but Muherz may not have such information available and will not be liable for errors in that information or for your determination. If you do not have sufficient information to determine whether your use of the Product will comply

with all applicable laws, regulations, and ordinances, then you should not purchase the Product. You must also use Cubiio in strict accordance with the applicable user documentation. The wireless hardware Product will not work without a Bluetooth connection. Use of the Cubiio is subject to these Terms. If you violate the Terms, you may not be able to use the Product or certain features of the Product. Muherz will not be liable for your inability to use any Product.

6. **Disclaimer.** YOU (THE CONSUMER), AND BY EXTENSION YOUR SUCCESSORS AND ASSIGN IN INTEREST, AGREE TO RELEASE AND HOLD HARMLESS CUBIIO, ITS OWNERS, DIRECTORS, EMPLOYEES, AGENTS, DISTRIBUTORS, RETAILERS, CONTRACTORS AND AFFILIATES FROM ANY AND ALL LIABILITY LOSS, CLAIMS (INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY, NEGLIGENCE, AND BREACH OF WARRANTY CLAIMS), DAMAGES, OR INJURY THAT MIGHT ARISE OR RESULT FROM, OR RELATE TO, NOW AND IN THE FUTURE, YOUR OPERATION OF THE CUBIIO.
7. **Privacy Policy.** This Privacy Policy, which is incorporated into and is subject to the Cubiio Terms of Service, applies to any information that is collected while you are on our website. Our goal with this policy is to be transparent about what information we collect, how and when we use it, and when and whether it is shared. By visiting and (we hope!) using our site to make beautiful things, you acknowledge and consent to this Privacy Policy. If you have questions or complaints about this policy, we encourage you to send them to service@muherz.com.

2. What information do we collect.

1. **We Collect Information When You Browse the Site.** When you visit the Site we may collect data, much of which is anonymous. This data includes information such as: the type of browser and OS you use; the time and date that you visit; your IP address and the general geographical location the IP identifies you as being at; the address of the external or internal page that referred you; search terms you might have used to find our site, or if you used an email to access our site, what email you clicked on; and the pages on the site that you visit, possibly including the order of the pages you visit and any actions you take on a given page. We mostly use this information to figure out how people are using our site and what interests them, and we may also use it to diagnose issues with the site.

2. **Application service.** We collect your email information for use only for administrator identification and forgotten safety code unlock verification.
3. **Change to this policy.** From time to time, this Privacy Policy will be revised. If we modify this Privacy Policy, we will make it available through the website, and indicate the version of the latest revision. In the event that we make material changes to this policy, we will make reasonable efforts to notify you of the change. Your continued use of the website or Service after the revised Privacy Policy has become effective indicates that you have read, understood and agreed to the current version of this Privacy Policy.

2. SECTION 2 - TERMS APPLICABLE TO THE SERVICE

1. Licenses

2. **Limited License.** Subject to your complete and ongoing compliance with these Terms, Muherz grants you, solely for your personal use, a limited, non-exclusive, revocable license to (a) access and use the Service; (b) install and use mobile applications made available by Muherz and obtained from a legitimate marketplace on a mobile device that you own or control.
 3. **License Restrictions.** Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) make modifications to any portion of the Service; (b) access the Service (or any portion of the Service) by any automated means that is unauthorized by Muherz (e.g., calling undocumented APIs, access of the Service via a 'bot'); (c) access the Service (or any portion of the Service) in order to build a competitive or similar service; or (d) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, you may not use it.
 4. **Feedback.** If you choose to provide input and suggestions to Muherz regarding any matter, including any aspect of a Product or the Service ("**Feedback**"), then you hereby grant Muherz an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Products and the Service, and to create other products and services.
2. **Monitoring Content.** Muherz does not control and does not have any obligation to monitor: (a) User Content; (b) any content made available by third parties; or (c) the use of the Service by its users. You acknowledge and agree that Muherz reserves the right to, and may from time to time, monitor any and all information transmitted or

received through the Service for operational and other purposes. If at any time Muherz chooses to monitor the content, Muherz still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy.

3. **Prohibited Conduct.**

BY USING THE SERVICE YOU AGREE NOT TO:

- 1, use the Service for any illegal purpose or in violation of any local, state, national, or international law;
- 2, use the Service to design or manufacture any dangerous or illegal material, or in any way that may cause physical harm to a person or animal or damage any property;
- 3, use the Product or Service other than intended as described in Muherz user manuals and the instructions found on Muherz's websites, software packages, and mobile applications;
- 4, violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right;
- 5, post, upload, or distribute any User Content or other content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
- 6, interfere with security-related features of the Service, including by:
 - (a) disabling or circumventing features that prevent or limit unlicensed use or copying of any content; or
 - (b) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law; or
 - (c) attempting to interact with the Service in a way not authorized by this agreement;
- 7, interfere with the operation of the Service or any user's enjoyment of the Service, including by:
 - (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code;
 - (b) making any unsolicited offer or advertisement to another user of the Service;
 - (c) attempting to collect personal information about another user or third party without consent; or
 - (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service, or violating any regulation, policy, or procedure of any such network, equipment, or server;
- 8, use an account to access the Product without express permission from the owner of that Product;

9, use, evaluate, view, or copy the Service, including any source code or user interface, in whole or in part, in order to compete with the Service; or

4. **Third Party Terms**

1. **Third-Party Services and Linked Websites.** Muherz may provide tools through the Service that enable you to export information, including User Content, to third party services, including through features that allow you to link your account on Muherz with an account on the third-party service, such as Twitter for Facebook, or through our implementation of third party buttons (such as “like” or “share” buttons). By using one of these tools, you agree that we may transfer that information to the applicable third-party service. Third party services are not under Muherz’s control, and Muherz is not responsible for any third-party service’s use of your exported information. The Service may also contain links to third-party websites. Linked websites are not under our control, and we are not responsible for their content.
2. **Third Party Software.** The Service may include or incorporate third party software components, which may be subject to additional third-party terms, or may be licensed directly from third parties. Muherz is not responsible for any third-party software components.

5. **Additional Service Terms**

Additional Terms. Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the “**Additional Service Terms**”), such as end-user license agreements for any downloadable software applications, user manuals, or rules, instructions, or directives that applicable to a particular feature or content on the Service, subject to Section 5.2. All Additional Service Terms are incorporated by this reference into, and made a part of, these Terms.

3. **SECTION 3 - PURCHASES**

Availability. Purchases of the Product are subject to estimated availability as described on the Muherz website or other auction website at the time that you place your order and updated from time to time via communications on cubiio.muherz.com or through email.

1. **Pricing.** Muherz reserves the right to determine pricing for the Product and Service, as well as charges for shipping the Product. Muherz will make reasonable efforts to keep pricing information published on the website up to date. We encourage you to check our website periodically for current pricing information. Muherz, at its sole

discretion, may make promotional offers with different features and different pricing to any of Muherz's customers. These promotional offers, unless made to you, will not apply to your offer or these Terms. Except in the case of sales tax for certain locations which are identified when payment is taken, all import duties, taxes, tariffs, and other charges are not included in the Product price or shipping costs. These charges are your responsibility. Please check with your state and country's customs office to determine if there will be additional costs prior to completing your order. If you have already placed a pre-order and discovered that such taxes make your pre-order untenable for you, please contact Muherz support at support@muherz.com to rescind your pre-order, and we will refund the amount you paid in connection with your pre-order in full. All orders for the Product must be paid in full, including shipping, prior to delivery by Muherz of the Product to you. Muherz reserves the right to suspend delivery and performance until full payment is received. If you purchase goods on a third-party platform, Muherz retains the above rights and you must still abide by the rules of the third-party platform.

2. **Shipping Charges.** We list shipping charges for each country on our website, and you must pay all shipping charges for the location of the address you provide. You must also pay all tariff, import, customs, tax, and other charges applicable in your jurisdiction. If shipping costs to the address that you provide for an accepted pre-order are higher than the shipping costs you paid at the time that you offered to purchase the Product, Muherz may, in its sole discretion, require you to pay additional shipping fees or refund the full amount you paid. If you purchase goods on a third-party platform, Muherz retains the above rights and you must still comply with the relevant shipping rules for third-party platforms.
3. **General Payment Terms.** In order for your offer to purchase a Product to be eligible for Muherz's acceptance, you must pay the amount for the Product elected by you as set forth on the relevant payment page by credit card through PayPal, Stripe, or another payment method designated on our website. Payment does not guarantee acceptance by Muherz. Muherz may elect to offer premium Service features that require you to pay fees. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All prices and fees are in U.S. Dollars and are non-refundable except as expressly described in these Terms. If you purchase goods on a third-party platform, you must still comply with the relevant shipping rules for third-party platforms.
4. **Orders.** Your order constitutes an offer to purchase a Product, and all orders are subject to Muherz's acceptance. Except to the extent prohibited by applicable law, Muherz may accept, decline, or place

limits on your order for any reason. You do, however, acknowledge that by clicking on the “Buy”, “Buy Now”, “Purchase”, “Pay Now” or other similar button, you enter into an obligation to pay for the Product. Your order is complete when Muherz informs you that your shipment is ready and you provide final approval to ship. Please review the Product information carefully before you provide your final approval; Products may change significantly from the time that you submitted your offer to Muherz and the time that the Product is ready for shipment. If Muherz rejects your offer, Muherz will, as your sole and exclusive remedy and Muherz’s sole and exclusive liability, refund the amount you paid as described in Section 3.13. If you have any questions, comments, or concerns regarding Muherz’s pre-order acceptance policy, or if you believe that your pre-order was rejected in error, please contact Muherz at support@muherz.com.

5. **Title, Risk of Loss.** Title to the Product will pass to you when the Product is delivered to the carrier, after which all risk of loss or damage to any Product will be yours.
6. **Inspection.** You should carefully examine all deliveries of the Product upon delivery, and notify Muherz of any alleged error, shortage, defect or non-conformity of the Product within 5 days after receipt. Your failure to examine and report will constitute a waiver of any claim against Muherz arising under these Terms or by law with respect to any such error, shortage, defect, or non-conformity reasonably discoverable by examination. You agree to make any and all claims for damage or loss in transit against the carrier.
7. **Cost of Returns and Postal Insurance.** We advise that you take out enough postal/carriage insurance to cover the value of the contents. Please save your proof of posting/shipping and tracking information until your refund has been processed. **You will be responsible for the cost and risk of returning the Product to us.**
8. **Refund Policy.** If customers ask for a refund, there will be a charge of handling fee and shipping fee. The rules are as below : (1) Cancelling the order before the shipment being made, there will be a 10% charge of the total amount of the order. (2) Cancelling the order after the shipment being made, there will be a 10% charge of the total amount of the order plus the back and forth shipping costs.
9. **Product Information; Changes.** While we have taken reasonable steps to depict the Product as accurately as possible through the photographs and other images featured on our websites, the detailing (such as color, pattern and texture, etc.) you see on-screen will depend on your monitor and, as such, may not exactly reflect the actual detailing of a Product when you receive it. In addition, Muherz expressly reserves the right, at any time and without notice, to

discontinue the production or change the specifications of any Product or the Service.

10. **Support.** You may request support for the Service, including any problems with the Product, by contacting us at support@muherz.com. Muherz is under no obligation to provide specific levels of support, or to meet specific response or resolution times.
11. Within 15 days after you receive the goods, if the goods are damaged due to non-human factors, such as damage, scratches, or damage to the packaging, please inform the customer service staff as soon as possible, and we will carry out the product defect or damage identification; then send the new product to you as soon as possible.

4. **SECTION 4 - Warranties and Disclaimers; LIMITATION OF LIABILITY**

1. **Limited Warranty for Products.** Please review the limited Product warranty policy (see section 6), carefully before making a purchase decision. If any law in your jurisdiction modifies this warranty, however, then Muherz does not offer a warranty in your jurisdiction and nothing in this Section affects your legal rights.
2. **Faulty Products.** If any Product is damaged or faulty when delivered to you or develops a fault, you may have one or more legal remedies available to you, depending on when you make us aware of the problem, in accordance with your legal rights in the country in which you reside. If you believe a Product was delivered damaged or faulty or has developed a fault, you should inform us as soon as possible in writing, giving your name, address and order reference. Nothing in this Section affects your legal rights.
3. **No Warranty for Modified Products.** If you modify a Product, please be aware that your modification may cause loss of access to the Service or loss of some or all functionality of your Product. In addition, modification of your Product voids the limited warranty.
4. **All Designs Licensed As-Is Without Warranty.** All designs are provided as-is, without any warranty. UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT SHALL MUHERZ BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE DESIGNS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF MUHERZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. **No Warranty for Items Made Through Use of the Product.** MUHERZ DOES NOT WARRANT ANY ITEM THAT YOU MAKE THROUGH USE OF THE PRODUCT OR THE DESIGNS. YOU UNDERSTAND AND AGREE THAT YOU BEAR SOLE RESPONSIBILITY FOR ANY ITEMS MADE THROUGH USE OF THE PRODUCT, INCLUDING THE SOLE RESPONSIBILITY FOR ENSURING THAT WHAT YOU MAKE IS SAFE AND SUITABLE FOR HOW IT IS USED.
6. **No Warranty for the Service or Items Made with the Service.** THE SERVICE AND ALL CONTENT (INCLUDING ALL DESIGNS) AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. SAVE AS PREVENTED BY APPLICABLE LAW, MUHERZ DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL CONTENT AVAILABLE THROUGH THE SERVICE (INCLUDING ANY DESIGNS), INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. MUHERZ DOES NOT WARRANT ANY ITEM THAT YOU MAKE THROUGH USE OF THE PRODUCT. YOU UNDERSTAND AND AGREE THAT YOU BEAR SOLE RESPONSIBILITY FOR ANY ITEMS MADE THROUGH USE OF THE PRODUCT, INCLUDING THE SOLE RESPONSIBILITY FOR ENSURING THAT WHAT YOU MAKE IS SAFE AND SUITABLE FOR HOW IT IS USED. MUHERZ DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY CONTENT OFFERED THROUGH THE SERVICE (INCLUDING ANY DESIGNS), WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND MUHERZ DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR ANY CONTENT AVAILABLE THROUGH THE SERVICE (INCLUDING ANY DESIGNS) WILL CREATE ANY WARRANTY THAT IS NOT EXPRESSLY STATED IN THESE TERMS. MUHERZ IS NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT MUHERZ IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY CAUSED BY THE PRODUCT, SERVICE, USER CONTENT, ANY

OTHER MATERIALS OR PROPERTY, OR ANY ITEMS THAT YOU MAKE THROUGH USE OF THE PRODUCT OR SERVICE, OR ANY LOSS OF DATA.

7. **Disclaimer.** YOU (THE CONSUMER), AND BY EXTENSION YOUR SUCCESSORS AND ASSIGN IN INTEREST, AGREE TO RELEASE AND HOLD HARMLESS CUBIIO, ITS OWNERS, DIRECTORS, EMPLOYEES, AGENTS, DISTRIBUTORS, RETAILERS, CONTRACTORS AND AFFILIATES FROM ANY AND ALL LIABILITY LOSS, CLAIMS (INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY, NEGLIGENCE, AND BREACH OF WARRANTY CLAIMS), DAMAGES, OR INJURY THAT MIGHT ARISE OR RESULT FROM, OR RELATE TO, NOW AND IN THE FUTURE, YOUR OPERATION OF THE CUBIIO.
8. **Limited Disclaimer.** HOWEVER, MUHERZ DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT MUHERZ IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.
9. **LIMITATION OF LIABILITY.**
TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL MUHERZ BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE, ANY CONTENT ON THE SERVICE, OR ANY PRODUCT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MUHERZ HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. (A) THE AGGREGATE LIABILITY OF MUHERZ TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR ANY CONTENT ON THE SERVICE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (1) THE AMOUNT YOU HAVE PAID TO MUHERZ FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (2) \$100; and (B) THE AGGREGATE LIABILITY OF MUHERZ TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PRODUCT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE AMOUNT YOU PAID TO MUHERZ FOR THAT PRODUCT. SOME JURISDICTIONS DO

NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 4.8 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

5. SECTION 5 – GENERAL

Modification of these Terms. We reserve the right to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, you are required to accept the modified Terms in order to continue to use the Service. Material modifications are effective upon your acceptance of the modified Terms. Immaterial modifications are effective upon publication. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

1. **Ownership; Proprietary Rights.** The Service is owned and operated by Muherz. The Product, designs, and the visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), software, services, and all other elements of the Service are protected by intellectual property and other laws, and are the property of Muherz or our third-party licensors. You may not make use of the Service except as expressly authorized by Muherz. Muherz reserves all rights in and to the Service not granted expressly in these Terms, and all rights in and to the Product not granted expressly in these Terms or other Additional Terms. Muherz may be independently creating content (including designs) that may be similar to or competitive with your, or another user's, User Content. Nothing in this Agreement will be construed as restricting or preventing Muherz from creating new content and exploiting any of Muherz's intellectual property rights, without any obligation to you.
2. **Indemnity.** You are responsible for your use of the Service and the Product, and you will defend and indemnify Muherz and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys'

fees and costs, arising out of or connected with: (a) your access to, use of, or misuse of, the Service or any Product, in a way that is harmful to others; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

3. **Governing Law.** These Terms are governed by the laws of the Republic of China (Taiwan) without regard to conflict of law principles. You and Muherz agree to submit to the personal and exclusive jurisdiction courts located within Republic of China (Taiwan) for the resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Service from our offices in Republic of China (Taiwan) , and we make no representation that the Service is appropriate or available for use in other locations. However, nothing in this Section 5.4 affects your legal rights.
4. **General.** These Terms and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Muherz regarding your purchase of the Product and use of the Service. We are required by law to advise you that contracts may be concluded in the English language only and that no public filing requirements apply. Except as expressly permitted in these Terms, these Terms may be amended only by a written agreement signed by authorized representatives of all parties to these Terms. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to.” If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms,

Sections 4, and 5, along with the Privacy Policy, and any other accompanying agreements, will survive.

5. **Force Majeure.** Muherz will not be liable to you for any delay in delivery of the Product or your inability to access the Service, including any delay or lack of access due to an event beyond Muherz's reasonable control, such as an act of God, terrorism, war, political insurrection, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made condition outside of Muherz's control. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms or any Order Contract that is caused by events outside our reasonable control.
6. **Dispute Resolution and Arbitration.**
 2. **Generally.** In the interest of resolving disputes between you and Muherz in the most expedient and cost effective manner, and except as described in Section 5.4, you and Muherz agree that every dispute arising in connection with these Terms (including any dispute arising from your purchase or use of a Product) will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND MUHERZ ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
 3. **No Class Actions.** YOU AND MUHERZ AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Muherz agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
 4. **Modifications to this Arbitration Provision.** If Muherz makes any future change to this arbitration provision, other than a change to Muherz's address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to Muherz's address for Notice of Arbitration, in which case your account with

Muherz will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected, will survive.

7. **Notice; Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing. If you are located in the European Union, we may give notice to you at either the email or postal address you provide to us when placing an Order. All notices given by you to us must be given in writing to the address set out below.

1. **Contact Information.** The Service and the Product are offered by Muherz, Inc. located at No. 2, 13F, No.99, Sec. 1, Xintai 5th Rd., Xizhi Dist., New Taipei City 22175, Taiwan You may contact us by sending correspondence to that address or by emailing us at support@muherz.com.
2. **Notice Regarding Apple.** This Section 5.11 only applies to the extent you are using a mobile application provided by Muherz on an iOS device. You acknowledge that these Terms are between you and Muherz only, not with Apple Inc. (“**Apple**”), and Apple is not responsible for the Service or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement or discharge of any third-party claim that the Service and/or your possession and use of the Service infringe a third party’s intellectual property rights. You agree to comply with any applicable third-party terms when using the Service. Apple and Apple’s subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to these Terms against you as a third-party beneficiary of these Terms. You hereby

represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

7. **SECTION 6 – WARRANTY POLICY**

We thank you for your purchasing cubiio. Should your cubiio require warranty service, please contact our support team through support@muherz.com for further assistance. In order to avoid any unnecessary inconvenience, we advise you to read the user’s manual carefully before contacting our support team.

Your cubiio (the product) is guaranteed against any manufacturing defects for **12 months from the date of shipment**. If during this period of guarantee the product proves defective due to improper material or workmanship, MUHERZ Limited. (“MUHERZ”) will, without charge for labor and parts, repair the product in the terms and conditions set as below. MUHERZ reserves the right (at its sole discretion) to replace or repair the product.

1. **Terms and conditions.** This warranty is only provided upon presentation of the completed warranty card and original invoice or purchase receipt indicating the date of purchase, product type and serial number, together with the product. MUHERZ reserves the right to refuse free-of-charge warranty service if the above documents cannot be presented or if the information contained in it is incomplete or illegible.
2. **Warranty Scope.** For the product that meets the following conditions and within the warranty period, MUHERZ reserves the right to repair or replace the product with a new product that meets MUHERZ’s quality standards.
 1. The product is not being improperly used (e.g. wrong input voltage).
 2. The product is returned to a MUHERZ assigned service facility.
 3. The product's casing was never disassembled and the warranty seals are not broken.
 4. The product was purchased through MUHERZ authorized distributors, and the customer must provide information as the proof of purchase.

THIS WARRANTY WILL NOT COVER OR WILL NOT BE APPLICABLE IN THE CASE OF:

1. Cosmetic damage or normal wear and tear, such as scratches, nicks, and dents.

2. Damage caused by natural or man-made disasters such as lightning, flood or fire.
3. Accessories or consumables such as goggles, tripods, material Kit, etc.
4. Products purchased through online auctions are not covered under this warranty. To obtain warranty service, an original or copy of the sales receipt from the original retailer is required.
5. Rewards obtained from crowdfunding campaign (Kickstarter, Indiegogo) are not covered under this warranty.
6. Laser engraving quality is highly related to user's operation, materials, and processing environment, and therefore engraving quality according to the factors above is not covered under this warranty.
7. MUHERZ reserves the right to refuse warranty claims against products or services that are obtained and/or used in contravention of the laws of any country.
8. Power decay of laser source due to normal use.
9. Product that are obtained and/or used in contravention of the laws of your country.
10. Damage cause by misuse including but not limited to failure to use the product for its normal purpose or according to the user's manual on the proper use and to installation or use of the product inconsistent with the safety standards in force in the country where it is used.
11. Damage resulting from modifications or adjustments which have been conducted by unauthorized service organizations or persons.
12. Defacing, illegibility or removal of the warranty seal or serial number on the product.

3. Precautions.

1. To the maximum extent permitted by applicable law, the warranties and remedies contained in this limited warranty are exclusive and in lieu of, and Muherz expressly disclaims, all other warranties and remedies, whether express, implied, statutory, or otherwise, including without limitation any implied warranty of merchantability or fitness for a particular purpose, statutory remedy or otherwise. This limited warranty gives you specific legal rights, and you may have other legal rights, which vary from state to state and from country to country. If implied warranties cannot be disclaimed under the laws of your state or country, then such warranties are limited in duration to the duration of this limited warranty. Some states (and countries and provinces) do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. In no event shall Muherz be liable in a claim for breach of warranty for any incidental, special,

indirect or consequential damages, whether resulting from the use misuse or inability to use this product or from defects in the product. Some states (and countries and provinces) do not allow the exclusion of incidental or consequential damages, so the above limitations may not apply to you.

2. You are obliged to backup all personal important data beforehand when applying for warranty service. Data backup will be formatted during the maintenance process, such as replacing parts or updating the product software version, and MUHERZ will not provide data backup service.
3. Within 15 days after shipment, MUHERZ will pay the shipping cost for RMA service. Subsequently, during the warranty period, the customer is responsible for shipping costs.
4. Products that undergo RMA service will maintain the original warranty period or a 30-day-warranty period after service, whichever is longer.
5. For products purchased outside Taiwan, the products may not be returned to a MUHERZ assigned service facility for warranty service due to several factors such as national laws, safety regulations, and tariffs. MUHERZ only provides limited warranty service in this situation. Therefore, non-Taiwan consumers, regardless of whether they are within the scope of the warranty, must first seek authorization from the original purchasing country to seek warranty service. The inspection and manual processing fees will be charged. If the recipient's country has additional tariffs, it will be burdened themselves; consumers apply directly to MUHERZ for warranty services, as well.
6. A separate warranty may be provided by international distributors for products purchased outside Taiwan. If applicable, this warranty is provided by the local in-country distributor and this distributor provides local service for your product. Distributor warranties are only valid in the area of intended distribution.
7. Laser engraving quality is highly related to user's operation, materials, and processing environment; Therefore engraving quality will not be covered under this warranty.