



TERMS & CONDITIONS

July 25, 2019

GENERAL PROVISIONS

Please read carefully the following provisions of these Terms & Conditions ("Terms"). This is a legal agreement between you and Zylia Inc., a Delaware corporation ("Zylia"), regarding the use of our website, online services and the purchases of Zylia's products through our online services and websites.

By using our website and services in any way, including making purchases,

YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ANY ADDITIONAL GUIDELINES AND FUTURE MODIFICATIONS.

Zylia reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms, at any time. It is your responsibility to check these Terms periodically for changes. Your continued use of Zylia website and services following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms, Zylia grants you a personal, non-exclusive, non-transferable, license to enter and use Zylia website and services.

USE OF ZYLIA WEBSITES AND ZYLIA SERVICES

You agree, undertake and confirm that your use of Zylia websites and online services shall be strictly governed by the following binding principles:

You shall not use, display, upload, modify, publish, transmit, update or share any information that:

- belongs to another person and to which You do not have any rights to;
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming";
- infringes upon or violates any third party's rights [(including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity];

- tries to gain unauthorized access or exceeds the scope of authorized access (as defined herein and in other applicable Codes of Conduct or End User Access and License Agreements) to the website or services or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the website or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- engages in commercial activities and/or sales without Zylia prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" items related to the website or services;
- infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen items;
- deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- impersonates another person;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
- shall not be false, inaccurate or misleading;

You shall not attempt to gain unauthorized access to any portion or feature of Zylia.co website and online services (collectively the "Website"), or any other systems or networks connected to Website or to any of the services offered on or through Website, by hacking, password "mining" or any other illegitimate means.

You shall not probe, scan or test the vulnerability of Website or any other online services offered by Zylia nor breach the security or authentication measures of these services. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to Website, or any other customer of Zylia, including any online account not owned by you, to its source, or exploit Website or any service or information made available or offered by or through Zylia.co website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by Zylia.co website.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of Website or any other Zylia online services. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the

website, or with any other person's use of the Website. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Zylia on or through the Website or any service offered on or through the Website. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Website or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Zylia or others. Solely to enable Zylia to use the information you supply us with, so that we are not violating any rights you might have in Your Information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights you have in Your Information, in any media now known or not currently known, with respect to Your Information.

You shall not engage in advertising to, or solicitation of, other users of Website to buy or sell any products or services, including, but not limited to, products related being displayed on Website or related to Website. You may not transmit any chain letters or unsolicited commercial or junk email to other users via Website. It shall be a violation of these Terms to use any information obtained from Website in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person outside of Website without Zylia's express prior written consent.

You understand that Zylia has the right at all times to disclose any information (including the identity of the persons providing information or materials on the Website or any other Zylia online services) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, we can (and you hereby expressly authorize us to) disclose any information about you to law enforcement or other government officials, as we, in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

You hereby represent and warrant that you have all necessary rights in and to all information you provide, and that such Content shall not infringe any proprietary or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information.

Zylia shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on Website is owned, controlled or licensed by or to Zylia, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms, no part of Website and no Content may be copied, reproduced, re-published, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without Zylia’s express prior written consent.

TERMS OF PURCHASE

Should any personal information necessary to fulfil your order change after the time your order was placed (such as billing address, shipping address or phone number), it is your responsibility to contact us with updated information. If your order is returned to us due to being provided incorrect shipping information, you may be subject to a return shipment fee. Your order confirmation will reflect the items ordered and the total amount to be charged. Zylia is not responsible for pricing, typographical or other errors in any offer by Zylia and reserves the right to cancel any orders arising from such errors. Zylia is not responsible for any errors in any offer by Zylia resulting from any technical service malfunction and reserves the right to cancel any orders arising from such errors.

Pre-orders may be placed for products and services sold and to be sold through Website. By pre-ordering a product or service on the Website, you understand that you will be charged for the full amount of the product at the time the pre-order is placed. While Zylia endeavours to meet all its deadlines and to provide the product at the estimated time, delays inevitably may arise. As a result, in the event that a delay arises and the estimated shipment and/or release of the product is not met, Zylia is not responsible for any damages that may occur due to the delay, nor shall it be obligated to provide any discounts, refunds or credits due to any such delays.

BILLING AND PAYMENT

To the extent you purchase any goods and/or services from Zylia, you agree to pay for all goods and services ordered from Zylia except as set forth in a writing signed by an authorized representative of Zylia. You will provide Zylia with valid and updated credit card information or other authorized payment method information together with billing and contact information.

If you provide credit card or other authorized payment method information to Zylia, you authorize Zylia, or a credit card processor of its choosing to bill such credit card or to make such charges as applicable. If Zylia, in its sole and absolute discretion, permits you to make payment using a method other than a credit card or other authorized payment method, Zylia will invoice you at, or within a reasonable period of, the time of the purchase request. All amounts invoiced hereunder shall be due within fourteen (14) days of the date of the invoice.

LIMITED WARRANTY

Zylia's hardware products are covered with warranty against defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of purchase by the original end-user purchaser ("Warranty Period").

During this warranty period, if a defect arises, and you follow the instructions for returning the product, we will, at our option, either:

- repair the product using either new or refurbished parts,
- replace the product with a new or refurbished product,
- refund the purchase price of the product.

A replacement product assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you.

This warranty applies only to hardware products manufactured by or for Zylia that can be identified by the Zylia trade name, serial number and logo affixed to them and which are sold through our official sales channels.

This warranty does not apply:

- to normal tear and wear and cosmetic damage, including but not limited to scratches and dents;
- defects or damage caused by misuse, accident (including without limitation collision, fire and the spillage of food or liquid), neglect, abuse, alteration, unusual stress, modification, improper or unauthorized repair, installation, wiring, or testing, improper storage, use in an unapproved device or if the serial number has been removed;
- to damage caused by operating the product outside the permitted or intended uses described by Zylia;
- to any non- Zylia hardware products or any software, even if packaged or sold with Zylia products.
- to modifications of the Products firmware or software by anyone other than Zylia. Zylia reserves the right to disable Products if Zylia suspects fraud or if Zylia determines that the Products are counterfeit, stolen or lost in shipment.

Zylia does not warrant that the operation of the Products will be uninterrupted or error-free. Zylia is not responsible for damage arising from failure to follow instructions relating to the use of the Products.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. ZYLIA'S RESPONSIBILITY FOR

HARDWARE DEFECTS IS LIMITED TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY ZYLIA IN ITS SOLE DISCRETION. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED WARRANTY. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

To obtain warranty service for any product that is subject to the foregoing warranty, you must notify Zylia and return the defective product together with proof of purchase to the address specified by Zylia.

SHIPPING & DELIVERY

We ship our products worldwide to all customers with a physical address. We cannot ship items to PO Box addresses. All items are sent using a registered courier service (e.g. DHL, UPS, FedEx,...). Shipping rates are outlined when placing an order on our website. Shipping rates include package insurance.

When our products are in stock we dispatch an order within 2 working days. Shipping takes up to 5 working days depending on location. For orders with more than one item, we may split your order into several packages according to stock levels at our own discretion.

CUSTOMS AND DUTIES

All applicable customs fees, taxes and duties are the sole responsibility of the customer. Customs authorities require that we state the value of your order directly on your package – the value is the retail cost. Zylia cannot mark any package(s) as a “Gift” in order to avoid customs and duties fees.

Please note that customs agents may delay the delivery of some packages at their discretion. For more information on customs and duties charges, please contact your local customs office. Zylia is not responsible for any delays or lost packages due to customs and duty control.

In case of orders to European Union countries applicable taxes will be automatically added when placing an order on our website.

RETURNS

All purchases are final. Except as set forth in these Terms, to the maximum extent permitted by applicable law, no returns shall be accepted.

ORDER CANCELLATION

Please note that there may be certain orders that we are unable to accept and must cancel. Zylia reserves the right, at sole discretion, to refuse or cancel any order for any reason. Some situations that may result in your order being cancelled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is cancelled or if additional information is required to accept your order. Zylia will ensure that any applicable refund for cancelled orders will be made in reasonable time.

DATA PRIVACY

At Zylia we treat data privacy of our users very seriously. During registration, you will be prompted to provide us your name, shipping and billing address, phone number, email address and payment information. In addition, we will ask you for your country so that we can comply with applicable laws and regulations. These types of personal information are used only for billing purposes, to fulfil your orders, to communicate with you about your order and our site, and for internal marketing purposes. If we encounter a problem when processing your order, we may use the personal information you provide us with to contact you.

We implement commercially reasonable systems, applications and procedures to secure your personal information, to minimize the risks of theft, damage, loss of information, or unauthorized access, disclosure, modification or use of information. However, these measures are unable to provide absolute assurance. Therefore, although we take great efforts to protect your personal information, we cannot guarantee and you cannot reasonably expect that our databases will be immune from any wrongdoings, malfunctions, unlawful interceptions or access, or other kinds of abuse and misuse.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT NEITHER ZYLIA, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANY(IES), OR AGENTS (COLLECTIVELY "AFFILIATES") WILL BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM, RELATING TO OR CONNECTED WITH: (A) THE USE OR INABILITY TO USE OUR WEBSITE OR SERVICES; (B) THE COST OF REPLACEMENT OF ANY GOODS OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF ANY INFORMATION OBTAINED FROM OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR WEBSITE OR SERVICES, (C)

DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTENT OR PERSONAL DATA; (D) STATEMENTS, CONDUCT OR OMISSIONS OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY ON OUR WEBSITE OR SERVICES; (E) ACTIONS OR INACTIONS OF OTHER USERS OF OUR WEBSITE OR OUR SERVICES OR ANY OTHER THIRD PARTIES FOR ANY REASON, OR (F) ANY OTHER MATTER ARISING FROM, RELATING TO OR CONNECTED WITH OUR WEBSITE OR SERVICES OR THESE TERMS; EXCEPT FOR CLAIMS OR DAMAGES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ZYLIA.

NEITHER ZYLIA NOR ITS AFFILIATES WILL BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMING UNDER THESE TERMS WHERE SUCH FAILURE OR DELAY IS DUE TO CAUSES BEYOND THEIR REASONABLE CONTROL, INCLUDING NATURAL CATASTROPHES, GOVERNMENTAL ACTS OR OMISSIONS, LAWS OR REGULATIONS, TERRORISM, LABOR STRIKES OR DIFFICULTIES, COMMUNICATIONS SYSTEMS BREAKDOWNS, HARDWARE OR SOFTWARE FAILURES, TRANSPORTATION STOPPAGES OR SLOWDOWNS OR THE INABILITY TO PROCURE SUPPLIES OR MATERIALS.

IN NO EVENT WILL ZYLIA OR ITS AFFILIATES AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY MATTER ARISING FROM, RELATING TO OR CONNECTED WITH OUR WEBSITE OR SERVICES OR THESE TERMS EXCEED THE TOTAL AMOUNT PAID BY YOU TO ZYLIA FOR GOODS AND/OR SERVICES AT THE TIME THE CAUSE OF ACTION ARISES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS OF THE FOREGOING SECTIONS MAY NOT APPLY TO YOU.

THIS SECTION SHALL NOT AFFECT THE RIGHTS LISTED BELOW IN THE INDEMNITIES SECTION.

INDEMNITIES

You agree that you are personally responsible for your use and behavior while using the Website and other Zylia online services. You agree to indemnify and hold harmless Zylia, its personnel, subsidiaries, affiliated companies, franchisees, licensees, joint ventures, business partners, licensors, suppliers, employees, agents, and hosts of Zylia online services and third-party information providers from and against all claims, liabilities, losses, expenses, injury or damage to persons or property, money damages and costs (including but not limited to direct, incidental, consequential, exemplary, and indirect damages), reasonable attorneys' fees and costs of government inquiry or investigation, resulting from or arising out of your visit, use, misuse, inability to use or interruption in service of Website and other Zylia online services or any violation by you of these Terms or any applicable law.

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have licensed their material to us. Material on this Website that is owned, operated, licensed or controlled by us is solely for your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by e-mail or other electronic means and whether directly or indirectly and you must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other web site or networked computer environment or use of the materials for any purpose other than personal, noncommercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which you receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.

APPLICABLE LAW

Any action related to this Agreement will be governed by the laws of the state of Delaware. All disputes arising out of or relating to these Terms, shall be resolved exclusively by a court located in New Castle County, Delaware.