

## **TERMS AND CONDITIONS OF PURCHASE**

Welcome to Obie!

What follows below is Obie's Terms and Conditions of purchase (the "**Terms and Conditions**"), a legal agreement between you, the customer and EyeClick Inc., the owner and operator of this website and the manufacturer of the Products (as defined below).

The Terms and Conditions apply to the purchase and delivery of the Products through our website (the "**Website**"). Please read these Terms and Conditions carefully before placing an Order (as defined below). By confirming that you have read and accepted these Terms and Conditions when you submit an Order through the Website, you confirm your unconditional acceptance of these Terms and Conditions.

If you are entering into this contract, you hereby declare that you are a consumer interested in the Products only for domestic non-commercial home use.

In these Terms and Conditions "Company", "we," "us" or "our" means EyeClick Inc., a Delaware corporation, whose registered office is at 84 Business Park Drive, Suite 107, Armonk, NY, 10504, including its mother and/or affiliated companies, and "you" or "your" means you the customer and any organization you are entering into this contract on behalf of, as applicable. These Terms and Conditions (including any policy referenced and incorporated herein) along with your Order Confirmation constitute the entire agreement between us and you for the supply of the Products (the "**Contract**"). No other terms and conditions shall apply.

By confirming your purchase by ways of clicking the "I Agree", "Pay", "buy" or similar terms button, you accept the Terms and Conditions hereof, including the terms and conditions of our Website, located at: <https://obieforhome.com/terms-and-conditions/> and of our Privacy Policy, located at: <https://obieforhome.com/privacy-policy/>.

The Company reserves the right, in its sole discretion, to modify these Terms and Conditions including any other policies incorporated thereto, at any time by posting the modified provisions at consumer.joinOBIE.com, and you shall be responsible for reviewing and becoming familiar with any such modifications. Please note that any such modifications shall become effective immediately upon posting.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT PROCEED WITH THE ORDER OF THE PRODUCTS.

### 1. **DEFINITIONS**

In these Terms and Conditions:

- 1.1. "**Products**" shall mean the products that we sell on the Website from time to time, including but not limited to Company-branded hardware and/or third-party hardware provided by Company and/or Company-branded software, as specified herein according to the relevant purchase order (the "**Purchase Order**").
- 1.2. "**Order Confirmation**" shall mean the order confirmation email issued by us to you indicating acceptance of your Order at the moment the Products are dispatched and the relevant details of your purchased Products.

- 1.3. “**Delivery Policy**” shall mean the specific terms applying to the purchase and delivery of Products through our Website, as further detailed in Section 5 below.
- 1.4. “**Order**” shall mean an order for Products placed according to these Terms and Conditions.

## 2. **PRODUCT DESCRIPTIONS AND PRICING**

We will make reasonable efforts to ensure that the information about the Products is accurate and up-to-date. However we do not warrant or guarantee that there will be no errors in the description and/or pricing of Products, or that the Products will always be available if you wish to place an Order to purchase them. None of the material contained in the Website is to be relied upon as a statement or representation in relation to the Products. All images, illustrations and descriptions of Products are for information only and you are invited to contact us by sending an e-mail to [Support@playobie.com](mailto:Support@playobie.com) if you need any further information about Products. We reserve the right, at any time and without notice, to modify the information about Products displayed on our Website, including without limitation information on prices, description and availability of Products. However, changes to price, availability or description of any Products will not affect Orders submitted by you which have already been accepted by us and that an Order Confirmation was sent to you with respect to them.

## 3. **PLACING AN ORDER**

To place an Order, you will have to select the Products on the Website, select your preferred shipping method, shipment destination, and complete the check-out procedure. Before completing the check-out procedure, you will be requested either to register for (under the terms set forth below) or log into your User Account (as defined below). You can, if you prefer, checkout without registering, but you will be required to provide the necessary personal and payment data to process the Order. We will not accept Orders placed in any way other than as detailed above.

If you have any problems during the placement of an Order or if you are not sure whether or not your Order made through the Website and has been finalized, contact us by sending an e-mail to [Support@playobie.com](mailto:Support@playobie.com).

When you place an Order, you make an offer to us to purchase the Products you have selected. Orders are subject to availability and acceptance by us and we may, at any time and at our sole discretion, refuse to accept your Order.

When you place an Order, please make sure that the supported standard mount of the Product is compatible to your selected play area’s ceiling. It is your responsibility to make sure in advance that the supported standard mount is compatible or upgrade the mount to a costumed mount, if required. Upgrading the supported standard mount is done by choosing the required item on our Website, subject to availability and acceptance by us. In case you will not have the compatible mount during installation and you do not wish to cancel your Order, you may reschedule installation, subject to the applicable fee.

The Products for sale on the Website are intended solely for the purpose of selling directly to end consumers, and therefore purchase of Products for resale is strictly prohibited. If we believe you are involved in purchase for resale, we reserve the right to take any action against you, including, without limitation, to restrict sales to you, cancel your Orders, and/or suspend or close your account.

## 4. **WHAT HAPPENS IF THE PRODUCTS ARE UNAVAILABLE**

We will make reasonable efforts to ensure that the information about Products displayed on our Website is always accurate. However, when you place an Order certain Products may unfortunately be

out of stock, especially if we were low in stock at the time you placed your Order. If we are unable to send you the ordered Products within 30 days from the date of your Order we will contact you and ask if you would like us to cancel your Order either partially or entirely and, in such a case, we will refund you the cost of the Products in the cancelled Order, if such have been already charged by us. If we do not receive a response to our email, we will send you an email reminder. If you do not contact us within a further 3 days, we will cancel your entire Order and refund to you the cost of the Products that was already paid. In case we will offer a pre-order offering we will describe its specific terms online and you will be requested to approve them specifically in order to participate in this offer.

## 5. **OUR PRICING POLICY**

The prices of the Products are indicated on the Website and will be confirmed in the automated Order Confirmation email you will receive once you have placed your order. Please note that while we may display prices in other currencies for your convenience, all purchases are for the prices listed in USD. Sales Tax or VAT will be added as a separate line item of your order, as applicable. The total listed price is inclusive of Sales Tax or VAT. Banks and credit card providers may have variable exchange rates for foreign currencies and may charge conversion fees for transactions in foreign currencies.

Similarly, credits for permitted returns of Products purchased from us, subject to our Returns Policy, will be provided based on the original purchase price actually paid to us. As a result, fluctuating exchange rates may affect the amount credited back to you for returns. You agree to be responsible for any and all conversion charges, or other charges or losses resulting from currency exchange, incurred in connection with a purchase or return. Delivery costs may apply to your Order as indicated on our Website at the time you submit your Order. Delivery charges would normally apply to your Order based on the value of your Order, the type of delivery and the shipment destination. Please view our Delivery Policy page <https://obieforhome.com/delivery-policy/> for further information.

## 6. **HOW CAN I PAY**

We accept most payment cards as indicated in our payment page and subject to changes from time to time. We may also accept payment via third parties such as Affirm or others. Payment must be made in the currency as indicated on your Order before you submit it.

If you pay by credit or debit card, you must supply your card details when you place your Order. Your credit or debit card will be debited for the total value of your Order at the time your Order is placed by you, or by monthly installments as defined in the payment page. We will not accept your Order, neither will we supply the Products to you until your credit issuer has authorized the use of your card for payment of the Products ordered. If we do not receive such authorization, we will notify you. We reserve the right to verify the identity of the credit or debit card holder by requesting appropriate documentation.

We take all reasonable care to make the Website secure and to prevent frauds. All credit and debit card transactions on this Website are processed by leading payment providers such as TSYS Inc., and a secure online gateway such as Authorize.Net LLC, which will be responsible for holding and automated handling, in a secure environment, of the information relating to your payment details. Please note that we may, at any time and at our sole discretion, restrict the use of certain payment methods or the shipping to certain countries or locations we believe to be a high fraud risk.

Your Products will be supplied after your payment is confirmed and received in full by us. You agree to pay in full the prices for any purchases you make on, by or through the Website in accordance with Company's Delivery Policy: <https://obieforhome.com/delivery-policy/> and the pricing terms as set forth in section 6. If any credit or debit card payment is not received from your credit or debit card issuer, or its agents, you agree to pay all amounts due upon demand by Company.

## 7. **WHEN ARE PRODUCTS DELIVERED**

Products ordered through this Website will only be delivered to the states and countries listed at our Website. Delivery location and charges will apply to your Order according to our Delivery Policy and shipping information, methods and rates as displayed when you place your Order. We will provide suitable packing for the Products ordered pursuant to your Order, for normal shipping. Any special packaging requested by you, if applicable, will be at your expense. To see our delivery terms and conditions please see our Delivery Policy page <https://obieforhome.com/delivery-policy/>. Please note that we will not deliver any Products unless or until full payment has been received. Any risk of loss or damage shall pass to you upon delivery. After said delivery you shall be responsible for any loss, damage, theft, defects and/or destruction caused to the Products, due to any cause whatsoever.

## 8. **INSTALLATION**

We hereby waive and you accept our waiver for any liability related to breakage and/or physical damage, except upon arrival of the Product.

Pre-installation requisites can be found in our installation manual <http://>

## 9. **REFUNDS, EXCHANGES & RETURNS**

We hope you are delighted with your purchase from Company. However, we understand if you wish from any reason to return any or all of the Products by using the process found on our Refunds, Exchanges & Returns Policy page: <https://obieforhome.com/refunds-exchanges-returns-policy/>.

## 10. **CANCELING/MODIFYING AN ORDER**

If you need to cancel or modify your Order for any reason, please contact us immediately by email: [Support@playobie.com](mailto:Support@playobie.com). Please include your customer order, name and e-mail address used for the Order and what the reason for cancel or the modification is. If an Order has already been shipped, we may not be able to modify or cancel your Order.

## 11. **PROHIBITED USE**

By accepting these Terms and Conditions you confirm that the Product will be for residential, non-commercial private use only. Any type of commercial use (including intended for resell or distribution; or alike) is strictly prohibited and will be considered a material breach of this Terms and Conditions. UPON SUCH PROHIBITED USE, WITHOUT PREJUDICE OF ANY FURTHER LEGAL ACTION WE MAY TAKE, WE WILL IMMEDIATELY REVOKE YOUR LICENSE, REMOVE ANY TYPE OF PRODUCT WARRANTY, SUPPORT OR MAINTENANCE YOU MAY HAVE, TERMINATE ANY AND ALL LIABILITIES WE MAY HAVE UNDER THIS TERMS AND CONDITIONS AND YOUR ENGAGEMENT WITH US AND WILL RESERVE THE RIGHT OF ANY FURTHER LEGAL ACTION WE MAY FIND APPROPRIATE.

## 12. **PHOTOSENSITIVE WARNING**

A very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns that may appear in video games. Even people with no history of seizures may have an undiagnosed condition that can cause these seizures. These seizures may have a variety of symptoms, including lightheadedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion or momentary loss of awareness. If you notice any of the following symptoms in an individual using the Product -- IMMEDIATELY stop him/her from

using the Product and recommend him/her to consult his/her physician. If you are purchasing the Products intended for the use by others, you hereby represent and warrant that you will duly inform them and/or their parents or any legal guardians, as applicable, of the above terms and conditions.

13. **SAFETY WARNING**

Due to the nature of the Product, you will be moving your hands, feet and body while using the Product. To avoid possible discomfort or injury and damage due to striking, contacting or becoming entangled in any object while using the Product you must avoid stairs and low ceilings and properly clear your play area of people, pets, fragile or valuable items that could be damaged and all other objects that you could potentially strike, contact or otherwise become entangled with. In addition, you should take periodic breaks from use of the Product, especially if you feel any pain, discomfort or fatigue resulting from the usage of the Product.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU ARE USING THE PRODUCTS VOLUNTARILY AND ENTIRELY AT YOUR OWN RISK, AND THAT YOU ARE AWARE OF THE RISKS ASSOCIATED WITH USING THE PRODUCTS, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH, AND YOU ASSUME ALL RELATED RISKS FROM USING THE PRODUCTS. IF YOU ARE PURCHASING THE PRODUCTS INTENDED FOR THE USE BY OTHERS, YOU HEREBY REPRESENT AND WARRANT THAT YOU WILL DULY INFORM THEM AND/OR THEIR PARENTS OR ANY LEGAL GUARDIANS, AS APPLICABLE, OF THE ABOVE TERMS AND CONDITIONS, INCLUDING THE RISKS THAT MAY BE ASSOCIATED WITH THE USE OF THE PRODUCT.

14. **USE OF THE PRODUCTS BY CHILDREN**

Children under the age of 6 require the supervision of an adult while using the Product.

15. **WARRANTY AND DISCLAIMER**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS SOLELY WITH YOU. THE PRODUCTS ARE SUPPLIED "AS IS", AND WITHOUT WARRANTY OF ANY KIND. THE COMPANY DOES NOT WARRANT THAT THE USE OF THE PRODUCTS WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET YOUR SPECIFIC REQUIREMENTS. THE COMPANY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND YOUR USE THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AVAILABILITY, SECURITY, COMPATIBILITY, NON-INFRINGEMENT OR COMPLETENESS OF RESPONSES, RESULTS AND LACK OF NEGLIGENCE.

16. **LIMITATION OF LIABILITY**

IN NO EVENT WILL COMPANY, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, OR ITS SUPPLIERS BE LIABLE WITH RESPECT TO THE SUBJECT MATTER HEREIN, UNDER ANY LEGAL, CONTRACTUAL OR EQUITABLE THEORY (WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE) FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND

WHETHER OR NOT ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES; (B) DAMAGES FOR LOST PROFITS OR LOST DATA, INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, SAVINGS OR OTHER INFORMATION; OR (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES;

IN NO CASE SHALL THE AGGREGATE LIABILITY OF COMPANY AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS AND EMPLOYEES UNDER THESE TERMS AND CONDITIONS OR ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCT OR TO YOUR USE OF THE PRODUCT EXCEED THE ORDER PRICE THAT YOU ACTUALLY PAID TO COMPANY.

WITHOUT DEROGATING FROM THE FOREGOING, COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PRODUCT AND/OR OUR SERVICE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR PRODUCT AND/OR SERVICE THROUGH THE ACTIONS OF ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PRODUCT.

#### 17. **INDEMNIFICATION**

Upon our first demand, you will indemnify and hold Company, its shareholders, directors, officers and employees, harmless from any claim, liability, cost, loss, damage and expense (including reasonable legal fees) caused due to your access and use of the Products in violation of these Terms and Conditions or in violation or infringement of any rights (including, without limitation, privacy rights, copyright, or other intellectual property rights) of any third party.

#### 18. **HOW YOUR PERSONAL DATA IS PROCESSED**

Your privacy is important to us. Any use of OBIE and other related services and products will be subject to the terms of the Company's Privacy Policy, located at: <https://obieforhome.com/privacy-policy/>, as may be amended from time to time.

We note that we use certain information that we collect from you to operate and provide the Products. By placing your Order, you expressly agree and understand that we may store, process and use data collected when you purchased the Products for the purposes of processing your Order. We will process your information in accordance with the Privacy Policy.

By executing an Order you hereby agree and consent to the terms of the Privacy Policy, and represent and warrant that you will obtain any user's consent to such terms, including to the Company's methods for the collection, storage, use, and disclosure of personal information.

#### 19. **INTELLECTUAL PROPERTY RIGHTS**

It is expressly understood and agreed that Company shall retain all proprietary rights of any kind whatsoever to any invention, software, improvement or design contained in the Products and/or developed by Company during the course of the parties' relationship, including but not limited to. All patent rights provided however that you shall have the limited right to use the Products purchased by



you from us, according to the End User License Agreement (“EULA”) <http://obieforhome.com/eula/>.

In addition, all photos, texts, scripts, images, designs, graphics, logos, audios, videos, songs, interactive features, interfaces, software, code, trademarks, artwork, visual interfaces, service marks, trade dress, trade names and other content (“Content”) used, displayed, included, incorporated, uploaded, posted or published by Company, as part of the Product, are the sole property of Company (“Company's Content”), subject to copyright and other intellectual property rights under applicable laws, and you may not use, download, distribute and/or copy them, in whole or in part, without the prior written permission of Company. For the sake of clarity, you may not copy, reproduce, modify, publicly display, publicly perform, publish, distribute sell, license, rent, transfer, reproduce, create derivative works based on, or exploit in any way, Company's Content or any part thereof.

## 20. **SOFTWARE LICENSES AND USE RIGHTS**

Notwithstanding the above, the underlying software on the Products made available through the Website is licensed, not sold, to you. Products purchased from the Website are subject to the EULA], unless different license terms are provided with the Product. You understand and acknowledge that your rights with respect to these Products are limited by these Terms and Conditions, copyright law and the usage limitations referenced above. Any reproduction or redistribution of software or merchandise not in accordance with the relevant license terms, usage rules, and applicable law is expressly prohibited and may result in severe civil and criminal penalties. Violators risk prosecution to the maximum extent of the law.

PLEASE CONTACT US BY SENDING AN E-MAIL TO [SUPPORT@PLAYOBIE.COM](mailto:SUPPORT@PLAYOBIE.COM). IF YOU WOULD LIKE A COPY OF THE APPLICABLE LICENSE AGREEMENT OR WARRANTY FOR BOXED PRODUCTS, AT NO COST, BEFORE YOU OPEN ANY PRODUCT PACKAGING.

## 21. **CIRCUMSTANCES BEYOND OUR CONTROL**

We will make every effort to perform our obligations under these Terms and Conditions. However, we cannot be held responsible for delays or failure to perform if such delay or failure is caused by any circumstances beyond our reasonable control, including, without limitation, an act of God, explosion, flood, fire or accident, war or civil disturbance, strike, industrial action or stoppages of work, any form of government intervention, a third party act or omission, failure of our supplier(s), failure by you to give us a correct delivery address or notify us of any change of address, or a failure by you to affect payment.

We will inform you of any such unforeseen event as soon as possible after its occurrence and we will perform our obligations as soon as reasonably possible. Should this interruption continue beyond a period of 30 days you will be entitled to cancel your Order and we will refund the price you have paid, including any delivery charges.

## 22. **MISCELLANEOUS**

22.1. Company makes no promise or representation that the Products shall conform to any federal, state, or local laws, regulations, ordinances, codes or standards. The Products Pricing does not include the cost of any inspections or permits. It is your responsibility to apply for and to obtain any and all licenses, permits and other authorizations required for the use of the Products.

22.2. The Order Confirmation, these Terms and Conditions and its performance shall be governed exclusively by and construed under the laws of the State of New-York, USA, and the competent

courts of New-York, USA shall have sole and exclusive jurisdiction over any dispute under such.

- 22.3. Company may assign at any time any of its rights and/or obligations hereunder to any third party without your consent.
- 22.4. In the event that a court of competent jurisdiction finds any provision of these Terms and Conditions to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.
- 22.5. The failure of Company to enforce any right or provision in these Terms and Conditions will not constitute a waiver of such right or provision unless acknowledged and agreed by Company in writing.
- 22.6. These Terms and Conditions (including any policy referenced and incorporated herein) along with your Order Confirmation constitute the entire agreement between you and Company for the supply of Products, and supersede all prior or contemporaneous understandings regarding such subject matter. In the event of a discrepancy and/or contradiction between what is stated in these Terms and Conditions and what is mentioned in any publication and/or other information published and/or given by Company and/or anyone on its behalf with regard to the Product or Company's services, the provisions of these Terms and Conditions shall prevail.
- 22.7. Company reserves the right to update these Terms and Conditions from time to time, with or without notice. If so, Company will post its updated Terms and Conditions on the Website.

## 23. **CONTACT US**

If you need any further information or have any questions about these Terms and Conditions, please contact our Customer Service department by sending an e-mail to [Support@playobie.com](mailto:Support@playobie.com).