

MILA AIR PURIFIER LIMITED WARRANTY

Last Updated August 19, 2020

Vitality Ventures Company Limited (“Mila”) warrants to the original purchaser that your Mila air purifier (“Air Purifier”) will be free from material defects in workmanship under normal use for a period of one (1) year from the date of purchase (the “Warranty Period”). If a defect arises during the Warranty Period, your sole and exclusive remedy and Mila’s sole and exclusive obligation to you, at its option will be to (1) repair the Air Purifier at no charge using new parts or parts that are equivalent to new in performance and reliability, (2) exchange the Air Purifier with a product with equivalent functionality formed from new and/or previously used parts that are equivalent to new in performance and reliability or with your consent, a product that is at least functionally equivalent to the product it replaces or (3) refund the original purchase price. If a defect arises during the Filter Warranty Period, your sole and exclusive remedy and Mila’s sole and exclusive obligation to you, at its option will be to (1) exchange the Air Filter with a product with equivalent functionality formed from new and/or previously used parts that are equivalent to new in performance and reliability or with your consent, a product that is at least functionally equivalent to the product it replaces or (2) refund the original purchase price. Shipping and handling charges may apply except where prohibited by applicable law. This Limited Warranty is valid only in the jurisdictions where the Air Purifier or Air Filter is sold by Mila itself or through its authorized reseller or agent, and is valid to the extent permitted by the applicable laws of such jurisdictions. Any Air Purifier that has either been repaired or replaced under this Limited Warranty will be covered by the terms of this Limited Warranty for the longer of (a) thirty (30) days from the date of delivery of the repaired Air Purifier or replacement Air Purifier, (b) the remaining Warranty Period or (c) or for any additional period of time that may be applicable in your jurisdiction.

This Limited Warranty applies only to the original purchaser of an Air Purifier or Air Filter that was purchased from an authorized retailer or sales channel and manufactured by or for Mila that can be identified by an authorized “Mila” trademark, trade name, or logo affixed to it. Without limiting the foregoing, the Limited Warranty does not apply to any (a) Mila products and services other than the Air Purifier or Air Filter, (b) non-Mila hardware product, including without limitation any knock off or counterfeit version of an Air Purifier or Air Filter, (c) Air Purifiers and Air Filters that are, or Mila reasonably believes to be, stolen, or (d) software, even if embedded in the Air Purifier.

This Limited Warranty does not apply to an Air Filter, Air Purifier or part of the Air Purifier that has been altered or modified (e.g., to alter functionality or capability) by anyone who is not a representative of Mila. In addition, the Limited Warranty does not cover damage to the Air Purifier (or any part thereof) or Air Filter due to problems caused by your or a third party’s negligence, abuse or misapplication, other external causes (including, without limitation, third

party hardware or software, accident, abuse, misuse, problems with electrical power, servicing or modifications not authorized by Mila) or usage not in accordance with these terms or any other documentation provided by Mila. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty.

To obtain warranty service, please contact Mila at support@milacares.com. Proof of purchase will be required to verify eligibility. Mila may restrict warranty service for Air Purifiers and Air Filters to the country where Mila or its authorized distributors originally sold the Air Purifier or Air Filter. No Mila reseller, agent, or employee is authorized to make any modification, extension, or addition to this Limited Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

If you are the original purchaser of the Air Purifier and you are not satisfied with the Air Purifier for any reason, you may return it in its original condition within thirty (30) days of the original purchase (the "Return Period") and receive a full refund, minus the cost of return shipping.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE USE OF THE AIR PURIFIER IS AT YOUR SOLE RISK. THE AIR PURIFIER IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT POSSIBLE, MILA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IF WE CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES, MILA ALSO LIMITS THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES OR CONDITIONS TO THE DURATION OF THIS LIMITED WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE.

MILA MAKES NO WARRANTY THAT (I) THE AIR PURIFIER WILL MEET YOUR REQUIREMENTS, (II) THE AIR PURIFIER OPERATION WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE QUALITY OF THE AIR PURIFIER WILL MEET YOUR EXPECTATIONS.

IT IS UNDERSTOOD THAT YOU ARE VOLUNTARILY USING THE AIR PURIFIER WITH FULL KNOWLEDGE THAT THERE ARE INHERENT RISKS IN USING IT AND YOU ASSUME AND ACCEPT ANY AND ALL RISKS THAT MAY BE ASSOCIATED WITH USE OF THE AIR PURIFIER, INCLUDING BUT NOT LIMITED TO THE RISK OF PROPERTY DAMAGE OR LOSS, AND/OR SERIOUS INJURY (INCLUDING ELECTRIC SHOCK OR DEATH).

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MILA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR

THE INABILITY TO USE THE AIR PURIFIER; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY; OR (V) ANY OTHER MATTER RELATING TO THE USE OF THE AIR PURIFIER. IN NO EVENT WILL MILA'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID MILA IN THE LAST ONE (1) MONTH, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

AFTER THE RETURN PERIOD AND OTHER THAN THOSE REMEDIES EXPRESSLY PROVIDED FOR HEREIN, IF YOU ARE DISSATISFIED WITH THE AIR PURIFIER OR ANY PORTION OF THE SERVICES PROVIDED IN CONNECTION THEREWITH OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE AIR PURIFIER.

SOME JURISDICTIONS HAVE OTHER LEGAL REQUIREMENTS AND, FOR EXAMPLE, DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

RELEASE AND INDEMNITY

You hereby agree to hold harmless and indemnify and defend Mila and its officers, directors, employees and agents from and against any and all liabilities, losses, damages, demands, claims, suits, actions, judgments, causes of action, assessments, costs and expenses, including, without limitation, interests, penalties, attorneys' fees, any and all expenses incurred in investigating, preparing and defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation, asserted against, imposed upon, or incurred or suffered by any of them, directly or indirectly, as a result of or arising out of your use of the Air Purifier.

If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

APPLICABLE LAW

This Limited Warranty shall be governed by the laws of the State of California, USA, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. Consumers in some jurisdictions may have legal rights under applicable national legislation governing the sale of consumer goods, including, without limitation, national laws implementing EC Directive 99/44. These rights are not affected by the warranties in this Limited Warranty.

YOUR USE OF THE AIR PURIFIER IS SUBJECT TO ADDITIONAL TERMS AVAILABLE BELOW, WHICH MAY BE UPDATED FROM TIME TO TIME:

This Limited Warranty does not cover software embedded in the Air Purifier and the services provided by Mila to owners of the Air Purifier. Refer to the Terms of Service (available at <https://docs.milacares.com/legal/terms.pdf>) and Privacy Policy (available at <https://docs.milacares.com/legal/privacy.pdf>) accompanying the software and the Mila services terms of use for details of your rights with respect to their use.