

TERMS OF SALE

THIS DOCUMENT IS A BINDING CONTRACT (the “Agreement”) between you and Snap Inc. (“Snap Inc.,” “we,” or “us”). It governs your purchase of the enclosed Spectacles, your use of our (and our licensors’) software and firmware in the Spectacles (“Licensed Software”), and related matters. The Agreement is comprised of these Terms; the Spectacles Disclosures, Warranty & Returns policy attached to these Terms (“Disclosures”); and Snapchat’s Terms of Service, www.snapchat.com/terms (“TOS”). The Disclosures and TOS are incorporated by reference and are to be read together with these Terms, and you agree to operate the Spectacles in accordance with the instructions in the Disclosures. The Spectacles are a “product” under the TOS. In the event of a conflict among components of the Agreement, the order of precedence is, first, these Terms of Sale; second, the Disclosures; and third, the TOS.

IF YOU DON’T AGREE TO ALL TERMS IN THE AGREEMENT, RETURN THE SPECTACLES FOR A FULL REFUND IN THE TIME STATED IN THE DISCLOSURES. YOUR USE OF THE SPECTACLES WILL CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT IN FULL.

ARBITRATION NOTICE: THESE TERMS CONTAIN AN ARBITRATION CLAUSE. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THAT ARBITRATION CLAUSE, YOU AND WE AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND WE WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

1. Arbitration, Class Waiver, Jury Waiver.

a. Applicability. All claims and disputes, including all statutory claims and disputes, arising out of or relating to this Agreement or your use of the product will be resolved by binding arbitration on an individual basis, except that you and we are not required to arbitrate any dispute in

which either party seeks equitable relief for alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents, and either you or we may resolve disputes in small claims court on an individual basis where small claims court proceedings are available.

b. Arbitration Rules. The Federal Arbitration Act governs this dispute-resolution provision. Arbitration will be initiated through the American Arbitration Association (“AAA”). If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. The rules of the arbitral forum will govern all aspects of arbitration, except to the extent they conflict with this Agreement. The AAA Consumer Arbitration Rules are available online at www.adr.org or by calling AAA at 1-800-778-7879. The arbitration will be conducted by a single neutral arbitrator. Any claims or disputes involving less than \$10,000 USD may be resolved through binding non-appear-

ance-based arbitration, at the option of the party seeking relief. For claims or disputes where the amount sought is \$10,000 USD or more, the right to a hearing will be determined by the arbitral forum’s rules. Judgment on an arbitral award may be entered in any court of competent jurisdiction.

c. Non-appearance Arbitration. If non-appearance arbitration is elected, the arbitration will be conducted by phone, online, written submissions, or a combination of the three, at the election of the party initiating arbitration. The arbitration will not involve personal appearance by parties or witnesses unless the parties mutually agree otherwise.

d. Arbitrator’s Authority. The arbitrator will decide the arbitrator’s jurisdiction and the rights and liabilities, if any, of you and us. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have authority to grant motions dispositive

of all or part of any claim or dispute, to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum’s rules, and the Agreement. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The arbitrator’s award is final and binding upon you and us.

e. Waiver of Jury Trial. YOU AND WE WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and we are instead electing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited and more efficient than rules applicable in court and are subject to very limited review by a

court. In any litigation between you and us over whether to vacate or enforce an arbitration award, YOU AND WE WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute resolved by a judge.

f. Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, and notwithstanding anything else to the contrary in this Agreement, neither you nor we are entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in Section 2 of these Terms.

g. Confidentiality. No part of the

procedures will be open to the public or the media. All evidence discovered or submitted at the arbitration is confidential and may not be disclosed, except by written agreement of the parties, pursuant to court order, or unless required by law. Notwithstanding the foregoing, no party will be prevented from submitting to a court of law any information needed to enforce this arbitration agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

h. Right to Waive. Any rights and limitations set forth in this arbitration agreement may be waived by the party against whom the claim is asserted. Such waiver will not waive or affect any other portion of this arbitration agreement.

i. Opt-out. You may opt out of this arbitration agreement. If you do so, neither you nor we can force the other to arbitrate. To opt out, you must notify us in writing no later than 30 days after first becoming subject to this arbitration agreement. Your

notice must include your name and your Snapchat username and address you used to set up your account (if you have one), and an unequivocal statement that you want to opt out of this arbitration agreement. Send your notice to: Snap Inc., ATTN: Arbitration Opt-out, 63 Market Street, Venice, CA 90291.

j. Small Claims. Notwithstanding the above, either you or we may bring an individual action in small claims court.

k. Arbitration Agreement Survival. This arbitration agreement will survive the expiration of the Spectacles warranty and termination of your relationship with us.

l. Modification. Notwithstanding any provision in the Agreement, we agree that if Snapchat makes any future material change to this arbitration provision, it will not apply to any individual claim(s) of which you had already provided us notice.

2. Exclusive Venue. To the extent the parties are permitted under this Agreement to initiate litigation in a

court, you and we agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in small claims court, if small claims court proceedings are available for the dispute, or the U.S. District Court for the Central District of California. If, however, that federal court would lack original jurisdiction, then all such claims and disputes will be litigated exclusively in small claims court (if available) or Superior Court of California, County of Los Angeles. You and we consent to the personal jurisdiction of both courts.

3. Licensed Software Grant, Restrictions, Waivers, & Disclaimers. We grant you a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable, non-sub-licensable license to use the Licensed Software and accompanying documentation (“Documentation”) on the following terms. This license terminates automatically if you fail to comply with the restrictions described below. You may use the Licensed

Software solely as incorporated into the Spectacles and for your personal use. We may provide and you may automatically download and install upgrades, updates, or other new features to the Licensed Software all of which will be subject to the rights and restrictions of this Section 3. You may not, and will not allow any third party to (or facilitate their ability to): (i) alter, modify, adapt, translate, reverse engineer, decompile, or disassemble (except to the extent applicable laws specifically prohibit such restrictions) the Licensed Software; (ii) attempt (a) to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection mechanisms in the Licensed Software, including without limitation any such mechanism used to restrict or control the functionality of the Licensed Software, or (b) to derive the source code or the underlying ideas, algorithms, structure or organization from the Licensed Software; (iii) create derivative works

based on the Licensed Software, or any portion thereof or of the Documentation; (iv) copy the Software or Documentation; (v) remove any proprietary notices or labels on the Licensed Software or Documentation; or (vi) use the Licensed Software in any manner other than as embedded in the Spectacles. None of the Licensed Software may be downloaded, exported, or re-exported in contravention of applicable laws and regulations. The Licensed Software is licensed, not sold, hereunder. Title, ownership rights, and IP rights in and to the Software and Documentation shall remain in (as applicable) Snap Inc. and its licensors. NONE OF SNAP INC., SNAP INC.’S LICENSORS, OR THEIR RESPECTIVE LICENSORS, MAKES ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, AND WITHOUT LIMITING THE FOREGOING, EACH EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS WITH RESPECT TO THE LICENSED SOFTWARE. (THE FOREGOING DOES NOT LIMIT OUR OWN, SEPARATE WARRANTY WITH RESPECT TO THE SPECTACLES AS SET OUT IN THE DISCLOSURES.) UNDER NO CIRCUMSTANCES ANY OF SNAP INC., SNAP INC.’S LICENSORS, OR THEIR RESPECTIVE LICENSORS BE LIABLE TO YOU FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

4. Severability. Subject to subsection 1.f of these Terms, if any provision of this Agreement is found to be unenforceable, then that provision will be severed from this Agreement and not affect the validity and enforceability of any remaining provisions.

DISCLOSURES, WARRANTY & RETURNS

INDICATIONS FOR USE

Spectacles are for recreational use. Children under 13 should not use the Spectacles.

WARNINGS - READ BEFORE USING

Flying. Spectacles contain lithium ion batteries, and should not be placed in checked luggage when flying.

Driving. Don't use your Spectacles' camera while driving. Most states have laws that regulate use of mobile devices while driving. Please follow them!

Other medical devices. Spectacles contain components that emit radio waves, which could affect the operation of nearby electronics, including medical devices such as cardiac pacemakers, hearing aids, implantable cardioverter defibrillators, and insulin pumps. If you have those or another electronic medical device, don't use your Spectacles without first consulting your doctor or the medical device's manufacturer. Stop using Spectacles if you observe any interference with a medical device. Pay attention! Using your Spectacles' camera may increase the time it takes to react to hazards. Spectacles also contain a visible LED light that may distract you. Pay attention to your surroundings, and don't use the camera in situations that require your full attention, or where distractions could put you or others in

harm's way.

Avoid facial injuries. Your Spectacles' lenses are impact resistant and tested under ANSI Z80.3. However, they aren't indestructible, and they're not safety goggles. If you're doing activities for which eye protection is advisable, use certified safety glasses.

Damaged Spectacles. If your Spectacles become damaged, don't wear or Snap with them. Snapping with damaged Spectacles, especially if any cables or wires are exposed, could result in injury. Don't try to repair your Spectacles yourself. If they're damaged, contact support.spectacles.com.

Overheating. Your Spectacles shouldn't overheat or cause thermal discomfort during normal use. If they do, stop using them and contact our support team for assistance. Electrical components. Your Spectacles contain electrical components, so follow the same precautions you would for any electrical device. Don't use them near open flames or electrical sources, don't submerge them in water, don't use them while the battery is charging, and don't use them if you see a leaking battery or battery damage. Don't try to modify any part of your Spectacles. Use only the provided charger.

RETURN POLICY

If at any time within 30 days of purchase you're not 100% satisfied with your Spectacles, return them to us for a refund. Any items damaged

due to reasons not covered under warranty are not eligible for this refund. Any items purchased from a source other than us or an authorized retailer also are ineligible.

If we offer online purchase options, any shipping fees you paid are not refundable. Refund Process. Here's how to obtain a refund:

1. Click on the "I Need Help" section of our Support Page, support.spectacles.com, to initiate the return process.
2. Package your Spectacles according to our return shipment guidelines. Drop off your package at a local FedEx facility; updated lists can be found online.
3. Your card will be credited upon receipt of the returned merchandise.

Limitation. We allow customers one exchange per original purchase within our 30 Day Money Back Guarantee where the product does not fall under a warranty return.

ONE-YEAR LIMITED WARRANTY

Your Spectacles are covered by a one-year limited warranty, backed up by complementary technical online and phone support.

Who Is this Warranty From? Your Spectacles are covered by a one-year limited warranty, backed up by complementary technical online and phone support.

Who Is this Warranty To? Snap Inc. issues this Warranty to you, as a consumer who has

purchased a new, covered product from us or an authorized retailer. The Warranty cannot be assigned or transferred to any subsequent purchaser or user and is not available for products that were purchased from any source other than Snap Inc. or an authorized retailer.

What Does this Warranty Do? This Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state and country to country. This Warranty does not affect any rights you have under the laws in your jurisdiction concerning the sale of consumer goods (including, without limitation, national laws implementing EC Directive 1999/44/EC).

What Does it Cover? This Warranty covers faulty materials or workmanship in the hardware that comprises your Spectacles. We warrant that the hardware will be free from manufacturing defects and, under normal and intended use, function substantially in accordance with our technical specifications or product documentation ("Warranted Functionality") during the Warranty Period.

How Long Does Warranty Coverage Last? This limited Warranty continues for one year from the date of original purchase of your Spectacles (the "Warranty Period"). However, if you purchased your Spectacles in the EU, the Warranty Period is two years.

What Will We Do? If your Spectacles are defective or malfunctioning, we will replace or repair them, using new or refurbished materials, so that they perform substantially according to the Warranted Functionality. We may replace or repair at our sole discretion. If we replace your Spectacles, we warrant that the replacement pair will be free of faulty materials or workmanship for a period of one year from the original date of purchase of the defective pair or 60 days after you receive the replacement pair, whichever is later.

How to Obtain Warranty Service? First, tell us about the problem. Please visit us at support.spectacles.com to get helpful service and contact information. If your Spectacles need to be repaired or replaced, you'll need to return them to us. See the section below entitled "WARRANTY REPAIR & REPLACEMENT SERVICE INSTRUCTIONS" for instructions on how to return the Spectacles. Once we receive the Spectacles, we'll determine if they have a defect or malfunction covered by this Warranty. If so, we'll repair or replace them to provide the Warranted Functionality, and we'll send the repaired or replacement pair to you at our cost. We can't guarantee that we'll be able to repair your Spectacles without risk to or loss of video content, and we won't transfer any content from a returned pair to a replacement pair. You should remove and separately store any

such content before returning your Spectacles.

What Does this Warranty Not Cover? Our Warranty does not cover damage resulting from accident, or from normal wear and tear. Our Warranty does not cover damage resulting from improper storage, misuse or abuse, neglect including scratches, cracks, or surface damage, or exposure to extreme conditions including extreme heat, dirt, or sand. "Misuse" includes without limitation use in a manner or environment not in compliance with the recommendations in this document, our online user manual, or related documentation.

Our Warranty does not cover normal depletion of consumable parts such as batteries, unless occurring due to a defect in original materials or workmanship. As an example, only batteries that exhibit fully charged capacity below 80% of the actual rated capacity, or that leak, during the warranty period will be considered defective for purposes of the warranty.

Our Warranty does not cover products that have been physically or electronically altered, modified, undergone unauthorized repairs, or exhibit third-party software changes.

Our Warranty does not cover software or firmware embedded in or distributed with the Spectacles, and we do not warrant that such software or firmware will operate without error, that it will be compatible with any third-party

hardware or software, or that content captured or distributed through your Spectacles will not be lost or corrupted.

Limitation of Liability.

WE DO NOT, UNDER THIS LIMITED WARRANTY, ASSUME ANY LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, LOSS OF DATA, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF ANY REPLACEMENT GOODS OR SUBSTITUTE EQUIPMENT, OR LOSS OF USE DURING THE PERIOD THE PRODUCT IS BEING REPLACED OR REPAIRED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN THE EVENT OF A PRODUCT REPLACEMENT, WE ARE NOT LIABLE FOR ANY ASSOCIATED DATA LOSS OR CONSEQUENTIAL DAMAGES OF ANY KIND.

FURTHER, IN NO EVENT WILL WE BE LIABLE FOR ANY ACCIDENT, INJURY, DEATH, LOSS, OR OTHER CLAIM RELATED TO OR RESULTING FROM THE USE OF THIS PRODUCT. WE SPECIFICALLY ADVISE YOU AGAINST USING THE SPECTACLES IN A MANNER INCONSISTENT WITH THIS DOCUMENT, OUR ONLINE USER MANUAL, AND OTHER ACCOMPANYING DOCUMENTATION. IN NO EVENT WILL WE BE LIABLE FOR DAMAGES IN EXCESS OF

THE PRODUCT PURCHASE PRICE. Some states and countries do not allow the exclusion or limitation of incidental or consequential damages, so limitations or exclusions in this Warranty may not apply to you. The disclaimers and limitations of liability above do not limit your rights under applicable local or national law, and do not apply to the extent liability cannot be disclaimed under applicable law, including without limitation applicable product liability and consumer protection statutes. If any term herein is held to be illegal or unenforceable under applicable law, such term shall be severed from this warranty and to the extent legally permitted, the remaining terms shall not be affected.

WARRANTY REPAIR & REPLACEMENT SERVICE INSTRUCTIONS

Please follow the instructions below if your Spectacles are under warranty and have a covered manufacturing defect.

Advance Exchange

If you would like to receive replacement Spectacles immediately (and prior to us receiving your current pair), we require a credit card and proof of purchase. If we do not receive the original item as described under warranty within 30 days of the exchange being initiated, your credit card will be charged for the cost of the Spectacles we sent. If we receive

the original item but conclude it wasn't eligible for Warranty coverage, we'll call you and give you the choice to have your card charged for the Spectacles we sent or to return them.

Follow the steps below for advance exchanges:

1. Click on the "I Need Help" section of our Support Page, support.spectacles.com, to initiate the exchange process.

2. You'll be asked whether you want your replacement Spectacles right away using an advanced exchange, before we receive your current pair. Answer yes. The page will give you instructions to obtain a shipping label that you'll need to print out. This option will require proof of purchase and a credit card.

3. Package your Spectacles according to our return shipment guidelines. Affix the shipping label. Drop off your package at a local FedEx facility; updated lists can be found online.

Non-Advance Exchange

If you'd like to wait to receive your replacement Spectacles until after we receive your current pair and replace or repair them, follow the same steps as above EXCEPT that at step 2 above, answer no. If you choose this option, you won't need to give us your credit card information.

Spectacles Not Eligible for Refund or Warranty

If you bought your product directly from us,

you're not satisfied with your purchase after 30 days or more, and your item does not fall under our Warranty, we don't support returns or exchanges. Please still get in touch with us. We want to hear what happened, and we want to make sure your experience always is of the highest caliber.

COMPATIBILITY & ATTRIBUTION

iPhone®. Made for iPhone means that an electronic accessory has been designed to connect specifically to iPhone, and has been certified by the developer to meet Apple performance standards. Apple is not responsible for the operation of this device or its compliance with safety and regulatory standards. Please note that the use of this accessory with iPhone may affect wireless performance. iPhone is a trademark of Apple Inc., registered in the U.S. and other countries. **Android™.** Your Spectacles work with Android mobile phones. The Android robot shown on the packaging is reproduced or modified from work created and shared by Google and used according to terms described in the Creative Commons 3.0 Attribution License. **Bluetooth®.** The Bluetooth® word mark and logos are registered trademarks owned by the Bluetooth SIG, Inc. and any use of such marks by Snap Inc. is under license.

FCC DISCLOSURES

This device complies with Part 15 of the FCC

Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation. Changes or modifications to this device not expressly approved in this document may void the user's authority to operate the device.

NOTE: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a

circuit different from that to which the receiver is connected.

- Consult the dealer or an experienced radio/TV technician for help.



FCC ID: 2AIRN-001



LEGAL