

**EIGHT
SLEEP**

SAFETY AND WARRANTY



Safety Information

(Do not discard)



Read and understand these warnings. Failure to follow them could result in death or serious injury. As with all electrical products, misuse of product or failure to properly follow the instructions may cause overheating, fire or personal injury. Please read the full product instructions before using the Pod.

- Pod is not a medical device. It is not designed or intended to diagnose or treat any medical conditions, and you should not use it for these purposes. Consult your doctor for prevention, diagnosis, and treatment of sleep disorders and other medical issues.
- Be careful when connecting the Pod's connector cable, water cord or power cable, to avoid trip hazards.
- Do not replace the supplied detachable mains supply cord with an inadequately rated cord.
- Do not use with damaged cords. Damaged cords can lead to fire. Do not tuck in, trap, fold, cross or pinch cords or controls between bed slats, mattress or springs, or against walls, footboards or bed frame.
- Do not use this product on anyone who cannot clearly understand the instructions and/or operate the mobile app.
- The appliance has a heated surface. Persons insensitive to heat must be careful when using the appliance.
- Do not use the Pod with infants or children. Death or serious injury could result from the connector cable, water cord or power cable getting around an infant's or child's neck during their sleep.

- Similarly, if your sleeping habits put you at risk of entangling a bed-side cord or an under-sheet sensor or coils around your neck while sleeping, do not use the Pod.
- Do not use the Pod's heating or cooling feature in combination with analgesic cream.
- Pod is not a baby monitor. It will not warn you of any sleeping problems your infant may have. It will not warn you if your infant stops breathing. It will not warn of or prevent sudden infant death syndrome.
- Do not dry clean any part of the product. Cleaning liquids may damage the insulation of the heating and cooling element. Improper cleaning or laundering may cause problems with the sensors or cords. To keep clean, cover the Pod with a washable mattress protector and/or bed sheet.
- Pod is designed for use with 110-240VAC electrical standards. Do not use with an extension cord. The product may experience increased heat or cool in areas where the product is bunched or folded in use.
- Keep all dogs, cats and other pets away from the Pod, especially the cords. This is an electrical appliance that may damage or injure them.
- Do not use the Pod on a waterbed, sofa, adjustable or bunk bed.
- Do not use another temperature-regulating device in conjunction with the Pod.
- Do not wrap the Active Grid layer around your body. Keep it properly installed on the mattress as directed by the setup process.
- Do not disassemble the Hub or Active Grid layer. There are no repairs you can safely do on them.
- If you see the product operating improperly, unplug it immediately and call the Eight Sleep support team in the US at +1-888-699-4015.

Product Specifications

- Supply voltage range: 110-240VAC
- Mains supply voltage fluctuations: 95-260VAC

- Frequency range: 50-60Hz
- Power or current rating: 300W
- Indoor or outdoor use: Indoor use only
- Altitude: up to 3000m (10000ft)
- Temperature range: 15°C to 35°C (59°F to 95°F)
- Humidity range: 0-90% (non-condensing)
- Overvoltage category: Overvoltage Category II
- Pollution degree: Pollution degree 2

Repairs

There are no repairs that you can safely do on the Pod. All repairs are unauthorized and will void this Limited Warranty. You expressly understand that if you replace or repair any part of the product, Eight Sleep, Inc. is not liable for any damages to Pod, your bed, your bedding or any property.

How to Obtain Warranty Service

You must present the following information to make a warranty claim:

- Model of your product.
- Your full address and contact information.
- Your purchase receipt or other proof of date purchased and date of delivery.
- To make a warranty claim, please contact us at support@eightsleep.com for warranty service.
- No employee or representative of Eight Sleep, Inc. or any third party is authorized to modify, extend, or add to this Limited Warranty.
- If any term of this Limited Warranty is held to be illegal or unenforceable, the remaining terms of the Limited Warranty will remain in full force and effect. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Regulatory Statements

USA FEDERAL COMMUNICATIONS COMMISSION (FCC)

Model Number: 10503

Marketing Name: Pod 3 (A18)

FCC ID: 2AYXT61100001

Responsible Party – U.S. Contact Information:

Eight Sleep

212 W 35th Street, 4th Floor,

New York, NY 10123

+1 (888) 699 4015

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.

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.

CAUTION

Any changes or modifications to this device not explicitly approved by manufacturer could void your authority to operate this equipment.

This equipment complies with FCC mobile radiation exposure limits set forth for an uncontrolled environment. This equipment should be installed and operated with a minimum distance of 20cm between the radiator & your body.

INDUSTRY CANADA (IC)

CAN ICES-3 (B) / NMB-3 (B)

This Class B digital apparatus complies with Canadian ICES-003.
Cet appareil numérique de la classe B est conforme à la norme NMB-003 du Canada.

This device complies with Industry Canada license-exempt RSS standard(s). Operation is subject to the following two conditions:

- (1) this device may not cause interference, and
- (2) this device must accept any interference, including interference that may cause undesired operation of the device.

This product meets the applicable Innovation, Science and Economic Development Canada technical specifications.

Le présent appareil est conforme aux CNR d'Industrie Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes :

- (1) l'appareil ne doit pas produire de brouillage, et
- (2) l'utilisateur de l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

Le présent produit est conforme aux spécifications techniques applicables d'Innovation, Sciences et Développement économique Canada.

CAUTION

Any changes or modifications to this device not explicitly approved by manufacturer could void your authority to operate this equipment.

The device for operation in the band 5150-5250 MHz is only for indoor use to reduce the potential for harmful interference to co-channel mobile satellite systems.

ATTENTION

Les changements ou modifications de cet appareil non expressément approuvé par le fabricant peuvent annuler votre droit à utiliser cet équipement.

Les dispositifs fonctionnant dans la bande 5150-5250 MHz sont réservés uniquement pour une utilisation à l'intérieur afin de réduire les risques de brouillage préjudiciable aux systèmes de satellites mobiles utilisant les mêmes canaux.

This equipment complies with ISED radiation exposure limits set forth for an uncontrolled environment. This equipment should be installed and operated with greater than 20cm between the radiator & your body.

Cet équipement est conforme aux limites d'exposition aux rayonnements ISED établies pour un environnement non contrôlé. Cet équipement doit être installé et utilisé à plus de 20 cm entre le radiateur et votre corps.



Limited Warranty

SUMMARY

The Eight Sleep Smart Bed or Pod each consists of a Mattress, Technology Cover and Hub (collectively the Product(s)). The Mattress portion consists exclusively of the layers of foam encased in the fire sock (the "Mattress"). The Mattress is covered by a 10 year limited warranty. For 10 years after your purchase of a new Product, when it has a defect covered under the warranty, we will replace or repair it, and there's no deductible. This 10 year limited warranty does not apply to the Technology Cover - its fabric, integrated foam layer, its components, materials and sensors - nor the Hub, which are covered exclusively by a 2 year limited warranty for the Eight Sleep Pod. See relevant warranty for more information. This warranty is valid only for the original purchaser from the original purchase date of the original Product purchased from Eight Sleep, Inc ("Eight") and is non-transferable. If the original purchaser sells or otherwise relinquishes ownership of the Product to another, the subsequent owner accepts the product "as is" and "with all faults." The warranty no longer applies after any resale of the Product whether new or used. Original proof of purchase (including date) by the original purchaser, this warranty document, and the law tags from the Product will be required to make a warranty claim. For warranty service, you are required to preserve these documents during the 10 year warranty period. This warranty applies to the Product and not to any accessories or other products associated with the Product. This warranty is applicable only to Products in normal in-home consumer use, and specifically excludes any Product used for a medical patient.

2 YEARS LIMITED TECHNOLOGY COVER AND HUB WARRANTY

Eight Sleep Inc. ("Eight Sleep") warrants to the original purchaser that your Eight Sleep-branded Technology Cover and Hub sold together with and as part of the Eight Sleep Pod shall be free from defects in

materials and workmanship under normal use for a period of two (2) years from the date of purchase (the "Technology Cover and Hub Warranty Period").

10 YEAR LIMITED MATTRESS WARRANTY

Eight Sleep warrants to the original purchaser that your Eight Sleep-branded Mattress sold together with and as part of the Product shall be free from defects in materials and workmanship under normal use for a period of ten (10) years from the date of purchase (the "Mattress Warranty Period").

REMEDIES

If such a defect arises and a return authorization request is received by Eight Sleep within the applicable Warranty Period (the Technology Cover and Hub Warranty Period applicable for the Technology Cover and supporting electronics, the Mattress Warranty Period for the base mattress), Eight Sleep will, at its option and to the extent permitted by law, either (1) repair the Product at no charge, using new or refurbished replacement parts or (2) replace the Product with a new or refurbished Product. In the event of such a defect, to the extent permitted by law, these are your sole and exclusive remedies. Shipping and handling charges may apply except where prohibited by applicable law. This Limited Warranty is valid only in the jurisdictions where the Products are sold by Eight Sleep itself or through its authorized reseller or agent and is valid to the extent permitted by the applicable laws of such jurisdictions. Any replacement Product will be warranted for the remainder of the original applicable Warranty Period or ninety (90) days, whichever is longer, or for any additional period of time that may be required by applicable law.

HOW TO OBTAIN WARRANTY SERVICE

To obtain warranty service, a return authorization must be requested from our customer service team. To request a return authorization, please contact customer service at support@eightsleep.com

(please note that contact details might change therefore always check on our website).

The return authorization number must be included along with your returned product. You must deliver the Product, in either its original packaging or packaging providing an equal degree of protection, to the address specified by Eight Sleep. As may be required by applicable law, Eight Sleep may require you to furnish proof of purchase details and/or comply with other requirements before receiving warranty service. It is your responsibility to backup any data, software, or other materials you may have stored or preserved on the Product. It is likely that such data, software, or other materials will be lost or reformatted during warranty service, and Eight Sleep will not be responsible for any such loss.

EXCLUSIONS AND LIMITATIONS

Eight Sleep does not warrant that the operation of the Product will be uninterrupted or error-free. This Limited Warranty does not cover software embedded in any Product and related services provided by Eight Sleep. See the Eight Sleep Terms of Service on our website for details of your rights with respect to use of the software and related services. Except where prohibited by applicable law, this Limited Warranty applies only to the original purchaser of the Product that was purchased from an authorized reseller or sales channel and manufactured by or for Eight Sleep that can be identified by an authorized "Eight" trademark, trade name, or logo affixed to it. Without limiting the foregoing, the Limited Warranty does not apply to any (a) Eight Sleep products and services other than the Products, (b) non-Eight Sleep products, even if included or sold with a Product, including, without limitation, any counterfeit products, (c) products that are, or Eight Sleep reasonably believes to be, stolen, (d) consumables (such as batteries), or (e) software, even if packaged or sold with the Product or embedded in the Product. This Limited Warranty does not apply to products with the "Made for Eight" or "Works with Eight" logos or Eight Sleep accessories.

This warranty does not apply to a Product or part of a Product that has been serviced, altered, refurbished, or modified by anyone who

is not authorized by Eight Sleep, nor does it apply to any cosmetic damage such as scratches and dents. In addition, this Limited Warranty does not apply to damage or defects caused by (a) use with non-Eight Sleep products; (b) accident, abuse, misuse, mishandling, flood, fire, earthquake or other external causes; (c) damage caused by pets, (d) damage caused by sharp objects, (e) normal wear and tear or aging of the Product such as discoloration or stretching; or (f) operating the Product (i) outside the permitted or intended uses described by Eight Sleep, (ii) not in accordance with instructions provided by Eight Sleep, or (iii) with improper voltage or power supply. No Eight Sleep reseller, distributor, agent or employee is authorized to make any modification, extension, or addition to this Limited Warranty. If any term contained herein is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

IMPLIED WARRANTIES

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. Some jurisdictions do not allow limitations on the duration of an implied warranty, so the above limitation may not apply to you.

LIMITATIONS OF DAMAGES

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, EIGHT SLEEP SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE OR DATA, RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY OR

CONDITION OR UNDER ANY OTHER LEGAL THEORY, EVEN IF EIGHT SLEEP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to you.

ARBITRATION

In the event a dispute arises between you and Eight Sleep arising out of this Limited Warranty, such dispute will be determined and settled by binding arbitration between the parties, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). More information about the AAA is located at www.adr.org, or you can call the AAA at 1-800-778-7879.

You must seek arbitration for disputes arising out of this Limited Warranty prior to exercising any rights or seeking any remedies created by the Title I of the Magnuson Moss Warranty Act. If you choose to pursue any rights and remedies that are not created by Title I of the Magnuson Moss Warranty Act, then arbitration is not required.

Arbitration will take place in New York, New York.

The arbitration will not be combined with any other proceeding or arbitration against one of the parties. Each party will designate one arbitrator and the two designated arbitrators will select a third arbitrator, who will serve as the chair of the arbitration panel. If the two arbitrators cannot agree on the third arbitrator, then the AAA will appoint the third arbitrator. Barring extraordinary circumstances, the arbitrators will issue their decision within 120 days from the date the third arbitrator is selected by the two designated arbitrators or appointed by the AAA. The arbitrators may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings will be closed to the public

and confidential and all related records will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The decision and the arbitrators' award will be in writing and will include a statement setting forth the reasons for the disposition of any claim. A dissenting decision will also be set forth in writing. The arbitrators' award will be final and binding on the parties, and judgment thereon may be entered in any court of competent jurisdiction.

GOVERNING LAW

This Limited Warranty will be governed by the laws of the State of New York.

NATIONAL STATUTORY RIGHTS

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.

