

Kangaroo Satisfaction Guarantee and Reimbursement Policy

Effective date: September 1st, 2019

Roo, Inc. ("Roo," "we," or "us") provides the following satisfaction guarantee and reimbursement policy for all of our Motion Sensor, Motion + Entry Sensor, Climate Sensor, and Siren products (the "Products"), for users of a Product who subscribe to our home security and monitoring application, "Kangaroo: Simple Home Security" (the "Application", and its subscriber, the "Subscriber"), via monthly or annual subscription service (the "Guarantee"). Subscriber's purchase of a subscription to our Application constitutes acceptance of the terms and conditions of this Guarantee. If Subscriber is unwilling to accept the terms of this Guarantee, Subscriber must cancel Subscriber's subscription. In the event of a conflict between the terms of this Guarantee and the Terms of Use, Terms of Service, Terms of Sale, or other agreement between Subscriber and us, the terms of this Guarantee shall control.

If, within three (3) years from the first date of a Subscriber's subscription to the Application and during the term of a Subscriber's subscription, the Product is properly installed in accordance with its documentation, and Subscriber suffers an Approved Loss (as defined herein), we will reimburse Subscriber in an amount equal to the Approved Loss, up to a maximum of \$250 USD per Claim and a maximum aggregate annual amount of \$1,000 USD per Subscriber, regardless of how many Products are purchased or used by Subscriber or how many Approved Losses are suffered.

"Approved Losses" shall mean only (i) damage to personal or real property of the Subscriber suffered as a direct result of a water leak, that occurs and originates entirely inside a structure and in a location where a Product – including at least one Water + Climate product – is properly installed, turned on, and paired and communicating with the Application and any requisite hardware; (ii) damage to personal or real property of the Subscriber, including any theft of personal property, suffered as a direct result of an intrusion or unauthorized access, that occurs in a location where a Product – including at least one Motion Sensor or Motion + Entry Sensor product – is properly installed, turned on, and paired and communicating with the Application and any requisite hardware, and via a route that is monitored by sensors that are properly installed turned on, and paired and communicating with the Application and any requisite hardware; and (iii) damage to personal or real property, suffered as a direct result of fire or smoke, that occurs in a location where a Product – including at least one Siren + Keypad product – is properly installed, turned on, and paired and communicating with the Application and any requisite hardware.

Approved Losses shall not include damage arising from, caused by or associated with (i) water intrusion due to floods, rainwater or other precipitation, tsunamis, melting snow/ice, standing water, storms or storm surges, overflow of streams or other bodies of water, spray water whether driven or not driven by wind, overflows or backflows from – or failures to drain to – drains or sewers; (ii) mold, mildew, fungus, bacteria, or from any natural occurrences that arise from humidity or water; or (iii) malfunctions or failures of the Product due to (a) misuse, neglect or exposure to unusual physical stress, (b) modifications, alterations or additions made to, disassembly in whole or in part of, the Product by persons other than Roo or Roo's authorized representative; or (c) use of the Product or Application in any manner other than in accordance in all respects with the Product's and Application's intended use and publicly available documentation.

To submit a claim for reimbursement under this Guarantee (a "Claim"), Subscriber must log into their account on the Application, follow the instructions to submit the claim that appear within the Application, and follow any and all additional instructions given by us. Subscriber may only submit a Claim within three (3) years from the first date of a Subscriber's subscription to the Application and during the term of Subscriber's subscription. As part of the claims process, Subscriber will be required to substantiate and document all Claims in accordance with our

instructions within five (5) days of the occurrences giving rise to the Claim, as measured by the alert functionality of our Products and Application. At a minimum Subscriber will be required to (i) provide Subscriber identification information such as your zip code and identification of the Product(s) that is the subject of the Claim; (ii) provide photographs of the damages that are the subject of the Claim and the location of such damages; (iii) provide police reports, invoices with descriptions of expenditures, and proof of payment, as they relate to the damages that are the subject of the Claim; (v) provide true alerts with identification trigger references; (vi) provide proof of the date and time of the damages that are the subject of the Claim; (vii) provide sufficient detail and documentation for us to determine whether there is an Approved Loss and the amount of the purported Approved Loss; and (viii) provide a declaration of the Claim, as further described within the Application. If we request further documentation and information in order to substantiate or document the Claim, you must provide it.

When Subscriber has properly and fully submitted a Claim, including all documentation and information, we will determine, in our sole discretion, if Subscriber has suffered an Approved Loss. If we determine that Subscriber has suffered an Approved Loss, we will accept the Claim, make reasonable efforts to notify Subscriber via the email associated with Subscriber's account or otherwise through the Application of our acceptance of the Claim within forty eight (48) hours of such acceptance. Within fourteen (14) business days after notifying Subscriber of our acceptance of the Claim, we will reimburse Subscriber in an amount equal to such Approved Loss, up to a maximum of \$250 USD per Claim and a maximum of \$1,000 USD per year in the aggregate. For a monthly subscriber amount equal to number of payments left to full annual payment will be deducted from first claim. Under no circumstances will we reimburse more than \$250 USD per Claim or the aggregate of \$1,000 USD per year for all Claims made by a Subscriber. YOU AGREE THAT THESE ARE THE SOLE AND EXCLUSIVE REMEDIES FOR THE OCCURRENCE(S) AND PRODUCT(S) THAT ARE THE SUBJECT OF YOUR CLAIM.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, ROO DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL ROO BE LIABLE FOR LOST PROFITS, COVER, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, AND WHETHER OR NOT ROO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN ADDITION, IN NO EVENT SHALL ROO'S LIABILITY TO YOU FOR ANY CLAIM RELATED TO THE PRODUCT OR YOUR USE OF THE PRODUCT EXCEED THE AMOUNT YOU PAID FOR THE PRODUCT.

We may cease offering this Guarantee at any time. Any subscriptions purchased after the termination of this Guarantee shall not be eligible for the Guarantee. You may not transfer or assign this Guarantee or any of your rights hereunder. Any transfer or assignment in violation of this provision shall be null and void.