

LIMITED WARRANTY AND SHIPPING POLICY

This Limited Warranty and Shipping Policy is subject to the provisions of our Terms of Service (the “**Terms**”). All terms not defined herein will have the meanings set forth in the Terms. This limited warranty can also be found online at <https://miko.ai/>.

WE ONLY OFFER REFUND OR STORE CREDIT OF YOUR MIKO PRODUCTS THAT ARE SUBJECT TO VALID WARRANTY CLAIMS WITHIN 30 DAYS FOLLOWING YOUR INITIAL PURCHASE, AS FURTHER DESCRIBED IN THE “LIMITED WARRANTY” SECTION BELOW. WE WILL NOT OTHERWISE OFFER ANY REFUND OR STORE CREDIT: (I) IF YOUR MIKO PRODUCT IS NOT SUBJECT TO A VALID WARRANTY CLAIM; OR (II) IF THE WARRANTY CLAIM IS INITIATED AFTER 30 DAYS FOLLOWING YOUR INITIAL PURCHASE.

Limited Warranty

THE WARRANTY DESCRIBED IN THIS POLICY APPLIES ONLY TO MIKO PRODUCTS PURCHASED DIRECTLY FROM OUR WEBSITES. Miko Products purchased through other sellers, such as other online retailers or in stores must be returned in accordance with their respective returns and refunds policy.

What is Covered by the Warranty?

Miko warrants each Miko Product against defects in materials and workmanship under normal use in accordance with Miko's published guidelines for a period of ONE (1) YEAR from the date of original purchase by the end-user purchaser (“**Warranty Period**”). Miko's published guidelines include but are not limited to information contained in technical specifications, user manuals and service communications.

Except where prohibited by applicable law, the warranty is nontransferable and is limited to the original purchaser and the country in which the product was purchased. If your Miko Product was originally purchased by someone else as a gift for you, as shown by a gift receipt, you will be considered the "original purchaser."

How Consumer Law Relates to this Warranty

THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR BY COUNTRY OR PROVINCE). OTHER THAN AS PERMITTED BY LAW, MIKO DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR COUNTRY, PROVINCE OR STATE.

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 THE APPLICABLE WARRANTY PERIOD. Some jurisdictions do not allow limitations on the duration of an implied warranty, so the above limitation may not apply to you.

LIMITATION ON DAMAGES

TO THE EXTENT PERMITTED BY LAW, THE WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, MIKO'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL MIKO 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 MIKO 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.

What is Not Covered by the Warranty?

The warranty does not apply to any non-Miko branded hardware products, or any software, even if packaged or sold with Miko branded hardware. Other sellers may provide their own warranties to you. Software distributed by Miko with or without the Miko brand is not covered by the warranty. Please refer to the Terms for details of your rights with respect to its use. Miko does not warrant that the operation of the Miko Product will be uninterrupted, secure or error-free. Miko is not responsible for damage arising from failure to follow instructions relating to the Miko Product's use.

The warranty does not cover problems or damage resulting from: (i) consumable parts, such as batteries, unless failure has occurred due to a defect in materials or workmanship; (ii) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (iii) use with another product; (iv) accident, abuse, misuse, liquid contact, fire, earthquake or other external cause beyond our reasonable control; (v) operating the Miko Product outside Miko's published guidelines; (vi) service (including upgrades and expansions) performed by anyone who is not a representative of Miko or a Miko Authorized Service Provider ("ASP"); (vii) modification of Miko Product functionality or capability without the written permission of Miko; or (viii) normal wear and tear or due to normal aging of the Miko Product. Warranty is void if any serial number has been removed or defaced from the Miko Product.

This limited warranty does not, under any circumstances, cover the replacement of or reimbursement for any electronic device or personal property or anything else that is not a Miko Product.

Your Responsibilities

Before receiving warranty service, Miko or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow Miko's procedures for obtaining warranty service.

Following warranty service, your Miko Product or a replacement product will be returned to you as your Miko Product was configured when originally purchased, subject to applicable updates. You will be responsible for adding any embellishments reinstalling all other software programs,

data and information. Recovery and reinstallation of other software programs, data and information are not covered under this warranty.

WHAT WILL MIKO DO IN THE EVENT THE WARRANTY IS BREACHED?

If during the Warranty Period you submit a valid claim to Miko or an ASP, Miko will, at its option, (i) repair the Miko Product using new or previously used parts that are equivalent to new in performance and reliability; or (ii) replace the Miko Product with a product that is at least functionally equivalent to the Miko Product and is formed from new and/or previously used parts that are equivalent to new in performance and reliability. If you submit a valid claim to Miko or an ASP during the first 30 days in the Warranty Period, in addition to the repair or replacement options discussed above, Miko may, at its sole option, provide refund or store credit for your Miko Product.

Miko may request that you replace certain user-installable parts or products. A replacement part or product, including a user-installable part that has been installed in accordance with instructions provided by Miko, assumes the remaining warranty of the Miko Product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is replaced or a refund provided, any replacement item becomes your property and the replaced item becomes Miko's property.

HOW TO OBTAIN WARRANTY SERVICE

For specific instructions on how to obtain warranty service on your Miko Product, please visit our website, contact us at warranty@miko.ai or at +1(415) 854-5954 or, if applicable, via an ASP using the information provided below. A Miko representative or ASP will help determine whether your Miko Product requires service and, if it does, will inform you how Miko will provide the services.

In your email, please provide the following information:

- Serial Number;
- Order Number
- Last Four Digits of the Credit Card Used to Purchase
- Date of Purchase
- Copy of Receipt
- Return Address

Miko reserves the right to change the method by which Miko may provide warranty service to you, and your Miko Product's eligibility to receive a particular method of service. You may be responsible for shipping and handling charges depending on your location and the date of purchase. If you seek service in a country that is not the country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T., freight cost and other associated taxes and charges as applicable from time to time. For international service, Miko may repair or replace products and parts with comparable products and parts that comply with local standards.

Return Miko Products for Warranty Claims

You may return for Miko Products for issues covered in warranty for Miko Products purchased from our websites.

The returned Miko Product must meet the following criteria:

- Miko Product is under warranty;
- Miko Product is returned in the same condition as it was when shipped;
- Must be received in the original packing material and with including any accessories, manuals, documentation, and registration that shipped with the Miko Product; and
- Copy of a valid receipt or Miko direct online store auto generated order number is required.

Upon receipt at our warehouse, Miko Product will be inspected by us. If your Miko Product does not meet the warranty requirements set forth in this document, we may refuse performing warranty services as described in this policy.

How to Return a Miko Product for Warranty Claims

To initiate a return, please email support@miko.ai. Our customer service representative may provide you with a prepaid shipping label, tracking number, and instructions on how to return the Miko Product. If you have multiple items to return, you may pack them in a single box with the packing slip. You can either schedule a pickup with the carrier or drop off the package at any of the carrier's locations. The prepaid shipping label will expire after 30 days.

This return process becomes effective from 1st January 2020 and will be amended from time to time. Owners of Miko Products will be notified about the same on our website.

Shipping Policy

We will process and ship all in-stock orders within two to three business days. In the event that items are backordered, we will notify you of any expected delays and will ship the items as we receive them. Please note that if an item is temporarily out-of-stock, items ordered together may not be shipped out on the same day.

You will be alerted as soon as each item is ready to be shipped. For domestic orders, we ship via [UPS, UPS Mail Innovations, UPS SurePost, and USPS]. All orders are shipped with tracking numbers.

Shipping Time Frame

Ground to the lower 48 states:
2-7 business days

Ground to Hawaii, Alaska & Puerto Rico:
3-7 business days

YOU ACKNOWLEDGE AND AGREE THAT MIKO WILL NOT SHIP ANY MIKO PRODUCT UNTIL DECEMBER 15, 2019, REGARDLESS OF WHEN YOUR ORDERS FOR SUCH PRODUCTS ARE PLACED ON OUR WEBSITES.

PLEASE NOTE THAT WE CANNOT GUARANTEE SHIPPING TIMES OR DELIVERY DATES OF YOUR ORDERS. WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT, DUE TO POTENTIAL UNFORESEEN CIRCUMSTANCES, WE CANNOT GUARANTEE HOLIDAY ARRIVAL FOR YOUR ORDERS, EVEN IF OUR WEBSITE STATES THAT YOUR ORDERS WILL ARRIVE BEFORE A CERTAIN DATE IF CERTAIN CONDITION IS MET (SUCH AS PLACING YOUR ORDER BEFORE A CERTAIN DATE). In the case of an unexpected delay, we will do our best to keep you posted on your order's status.

Shipping Charge

US Domestic Shipping Charges: Free

International Shipping Charges: Depending on country. When supported by the Company, the freight cost will be borne by the Company but in any case, all custom duties, V.A.T. and other associated taxes and charges as may be applicable are your responsibilities.