

*The Pixie Points 30-Day Money Back Guarantee and Pixie Points Warranty described below (the “Warranty”) represents the sole warranty terms between Pixie, Inc. (“Pixie”) and each original retail purchaser (referred to as “original retail purchaser” or “you”) of Pixie Point location tracking hardware devices (“Pixie Points”) pertaining to your purchase of the Pixie Points. The Warranty only extends to original retail purchasers of the Pixie Points who have purchased the Pixie Points directly from Pixie, and is not transferable to any other party. Your purchase and use of the Pixie Points is further subject to and governed by Pixie’s Terms of Service located at: <http://www.getpixie.com/pages/term-of-service>*

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### PIXIE POINTS 30-DAY MONEY BACK GUARANTEE

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If you are not completely satisfied with Pixie Points you purchased from Pixie, you may return your Pixie Points to Pixie within 30 days from the date the applicable Pixie Points were purchased, with a return merchandise authorization (“RMA”), for a full refund of the purchase price of the applicable Pixie Points. Please note that to be eligible for return, items must be in their original purchase condition, include all Pixie Points documentation, proof of purchase, and physically returned or postmarked within 30 days of the original purchase date. To receive an RMA please contact Pixie [CustomerCare](mailto:support@getpixie.com) via email at: support@getpixie.com. You are responsible for return shipping and insurance fees.

If a Pixie Point delivered to you arrives damaged, please refuse the shipment or contact us immediately at support@getpixie.com. Please retain all packing materials unless instructed otherwise by Pixie. Claims for damaged or missing items must be reported immediately or within 5 days of receipt of your order. Pixie will not be responsible for lost or damaged returned shipments.

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### PIXIE POINTS WARRANTY

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In addition to the Pixie Points 30-Day Money Back Guarantee stated above, Pixie warrants that your Pixie Points will be free from defects in materials and workmanship for a period of 1 year from the date of delivery to the original retail purchaser (the “Warranty Period”). If a defect in Pixie Points arises within the Warranty Period and you notify us promptly to obtain an RMA, Pixie will, at its sole option and subject to applicable laws, repair or replace it with a new or refurbished Pixie Point. This Warranty does not apply to Pixie Points you purchase from unauthorized resellers, or where the instructions for use and activation of Pixie Points are not complied with or where Pixie Points are damaged as a result of abuse, accident, modification, or other causes beyond our reasonable control. To receive an RMA please contact Pixie CustomerCare via email at: support@getpixie.com. Please note that to be eligible for replacement, items must include proof of purchase, and be physically returned or postmarked within 30 days of the RMA issue date. You are responsible for return shipping and insurance fees.

Notwithstanding the foregoing, no warranty, expressed or implied, will extend to any Pixie Points (i) where identification labels on the Pixie Points have been removed or altered, (ii) where the purchase price was waived, (iii) that has been subjected to misuse, neglect, accident, improper storage or installation, or other use not in conformance with the Pixie Terms of Service, or (iv) that has been repaired, modified, or altered by anyone other than Pixie. In addition to the foregoing, no warranty, expressed or implied, will cover problems that result from (i) disasters including fire, water, or other acts of nature, (ii) electrical conditions such as those caused by lightning strikes, power fluctuations, electrical surges or outages, or any other such condition that may affect the electricity source; (iii) loss or damage in transit; (iv) failure caused by a product for which Pixie is not responsible; (v) normal wear and tear; (vi) a failure to comply with the Terms of Service; or (vii) any other cause which does not relate to a Pixie Points defect. You hereby acknowledge and agree that you have not relied on any representations or warranties other than those expressly set forth herein.

Pixie expressly disclaims, and you accept all responsibility for, any damages or costs arising from your installation, use, and removal of the Pixie Points. Such potential damages include, but are not limited to, damage to the premises where the Pixie Points are installed, including damage to any finish, paint, or other surface; any damages caused by use of the Pixie Points with electronics above 250 watts; any damages caused by use of the Pixie Points outside; and any fees charged by any third parties due to your installation or removal of the Pixie Points on leased or rented premises.

Note that Pixie Points require replacement once their useful battery life ends. Pixie Points' battery is designed to last up to 12 months assuming a single search of 1 item every day. If you use Pixie Points more intensively, the battery lifetime will shorten and with heavy usage it could last less than a year. Such end of battery life prior to the expiration of the Warranty Period due to heavy usage does not fall under the above warranty.

EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE AND TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, PIXIE POINTS ARE PROVIDED ON AN "AS IS" BASIS AND PIXIE EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE, ARE DISCLAIMED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PIXIE WILL CREATE ANY WARRANTY REGARDING PIXIE POINTS THAT IS NOT EXPRESSLY STATED ABOVE. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF PIXIE POINTS. YOU UNDERSTAND AND AGREE THAT YOU USE THE PIXIE POINTS AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH PIXIE POINTS) OR ANY LOSS OF DATA. PIXIE DOES NOT WARRANT THAT PIXIE POINTS ARE ERROR-FREE OR THAT OPERATION OF PIXIE POINTS WILL BE SECURE OR UNINTERRUPTED. PIXIE POINTS ARE DESIGNED AND TO BE USED SOLELY TO HELP FIND PERSONAL POSSESSIONS OR OBJECTS. PIXIE POINTS SHOULD NOT BE RELIED ON TO FIND PERSONS OR MONITOR A PERSON'S LOCATION. PIXIE POINTS DO NOT SUBSTITUTE PARENTAL, ADULT, OR PROFESSIONAL SUPERVISION. HOWEVER, PIXIE DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT PIXIE IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.