

## Terms and Conditions

**EU Consumers:** If you are a consumer domiciled within the EU, please refer to *Section 1* below for your Terms and Conditions.

**Consumers outside the EU:** If you are a consumer domiciled outside the EU, please refer to *Section 2* below for your Terms and Conditions.

**Company and Business customers:** If you represent a company or a business, please refer to *Section 2* below for your Terms and Conditions.

**These Terms are not applicable to the Company's customers residing in the United States. If you reside in the United States, please [click here](#) for your terms and conditions.**

Date of last update: 18 August, 2016

### **Section 1: Terms and Conditions for consumers domiciled within the EU**

*These terms and conditions are **only** applicable and valid in relation to **consumers domiciled within the EU**, i.e. to consumers who are individuals, domiciled within the EU, not acting for the purposes of a business or profession (hereinafter referred to as an "EU Consumer").*

- General.** These terms and conditions (the "**Terms**") govern your order (the "**Order**") from Neonode Technologies AB, a Swedish limited liability company, corporate reg. no. 556771-2095 (the "**Company**") of one or more units of the AirBar product (the "**AirBar**"). A description of the AirBar, including a technical description, is found on the Company's website on the following link [www.air.bar](http://www.air.bar). By submitting your Order, you warrant that you are at least 18 years old and you agree to be legally bound by these Terms and confirm that you are placing your Order with the intent to acquire and use the AirBar only for personal purposes (and not acquiring the same for any re-sale purposes). Therefore please print and read these Terms carefully before submitting your Order.
- Registration and Order.** When submitting your Order for the AirBar, you will be required to provide your name, e-mail address, shipping address, billing address and other information. You are responsible for the accuracy of such information and you will ensure that the information is kept updated. The Company has no responsibility or liability for inaccurate information or information that becomes outdated. You can update your information at any time (prior to actual shipment of the AirBar) by contacting our customer service at [hello@air.bar](mailto:hello@air.bar).

3. Prices. The prices displayed on our website include Value Added Tax (“**VAT**”) if your Order shall be delivered within the European Union (“**EU**”). Charges for duties and/or taxes etc. may be charged by the authorities in the receiving country depending on the legislation local rules in that country. Such charges shall be paid by the customer. The Company can unfortunately not inform the customer about such charges and the customer is responsible for the administration for payment and the payment of such charges.

Shipping costs will be displayed and added before you place your Order.

4. Payment Information and Confirmation of Order. Your payment information (such as name of credit card holder, credit card number and expiration date) will be submitted to the Company’s third-party payment gateway service provider in order to process the payment. Any inaccurate or fraudulent payment information may result in the non-fulfillment of your Order. When your payment has reached the Company you will receive a notification via e-mail that your Order will be processed.
5. Shipping. Shipping shall be via the carrier of the Company’s choosing from Sweden, the cost of which may vary depending on the shipping preference that you chose when placing your Order. Shipping times are only an estimate and are subject to change, and the Company does not represent or warrant that you will receive the AirBar by the estimated date.
6. Cancellation of Order. You may cancel your Order up until the time shipment has commenced by contacting our customer service at [hello@air.bar](mailto:hello@air.bar). In such case you will receive full refund of your payment. Once the Company has commenced the shipment process, your Order cannot be cancelled. As regards EU Consumer’s right of withdrawal, see Section 10 below.
7. Privacy. All information relating to privacy and processing of your personal data is provided in our [Privacy Policy](#) (“**Privacy Policy**”) which is incorporated by reference into these Terms. Please review the Privacy Policy before placing your Order. The Privacy Policy describes in more detail how the Company will process your personal information. You agree to the Company’s Privacy Policy upon agreeing to these Terms.
8. Company Information. Registered address: Neonode Technologies AB, Storgatan 23 C, SE-114 55, Stockholm, Sweden. Registered in the Swedish Trade and Industry Register (*Sw. Näringslivsregistret*) under the corporate registration number 556771-2095. Mail

address (not for returns): Neonode Technologies AB, Box 5082, SE-114 55, Stockholm, Sweden. E-mail: [hello@air.bar](mailto:hello@air.bar). Phone: +46 8 667 17 17

9. Entry into force. These Terms apply as from 23 August, 2016 and replace all previous terms and conditions for orders of the AirBar. The Company reserves the right to amend these Terms from time to time at its sole discretion without prior notice. The Terms that will apply to your Order will be those on our website when you placed your Order.
  
10. Right of Withdrawal for EU Consumers (“cooling-off period”). If you are an EU Consumer, you are entitled to cancel your purchase within 14 days after you received the AirBar without giving any reason, provided that you have purchased the AirBar online from our website. In order to exercise your right of withdrawal, you must provide your notification to the Company within 14 days after you received the AirBar.
  - a. Please contact our customer service at [hello@air.bar](mailto:hello@air.bar) to properly register your withdrawal notification. Your message to our customer service should clearly state that you wish to exercise the right of withdrawal, your order number and the number of AirBars you wish to return. As an alternative to the instructions above for your notification, you are entitled to use a standard form for notification of withdrawal provided by the Swedish Consumer Agency (Sw. *Konsumentverket*) which can be found at the website [www.konsumentverket.se](http://www.konsumentverket.se) (Swedish language). You may also use the form provided under this [link](#) (English language).
  - b. Our customer service will provide you with further instructions and the address for returning the AirBar. The AirBar shall be returned without undue delay and, at the latest, within 14 days from when you sent the notification. You will have to pay the direct costs of returning the AirBar, including any shipping costs. Please note that the costs for returning the AirBar may deviate depending on the location from which the AirBar is sent.
  - c. The Company will refund your payment without undue delay and within 14 days either from (i) the date the Company received the AirBar or (ii) the date you have provided information (such as a certificate from the postal service) evidencing that you have returned the AirBar to the Company, whichever date occurs first. The Company will refund the money received from you using the same payment method originally used by you to pay for your Order. However, you are responsible for any decrease in value of the returned AirBar to the extent the returned AirBar has been handled more extensively than necessary in order for you to determine its nature, characteristics and functioning. The Company is entitled to make deductions from the refund in such situations.

11. Warranty and Returns for EU Consumers. It is important that you check your AirBar upon receipt in order to verify that the AirBar is correct and free from defects.

Pursuant to Swedish mandatory consumer law, you also have the right to return your AirBar due to a manufacturing defect, i.e. lack of conformity which exists when the AirBar is delivered to the consumer and which arises within a period 36 months from the date of purchase, provided that the complaint is made within a reasonable time after the manufacturing defect was discovered or should have been discovered. A complaint made within two (2) months after the manufacturing defect was discovered within the said 36 months period shall always be deemed to have been made within reasonable time.

- a. Damage to an AirBar caused by an accident, user negligence, misuse, tampering, wear and tear, or any other cause shall not be considered to be a manufacturing defect.
  - b. If you believe that your AirBar has a manufacturing defect, you must first contact our customer service at [hello@air.bar](mailto:hello@air.bar).
  - c. If the Company's customer service representative verifies that there is a manufacturing defect with your AirBar, you will be given instructions on how to return the same to the Company. Any AirBars that are returned without authorization will not be accepted by the Company.
  - d. Defective products that are returned to the Company in accordance with the requirements set forth in these Terms will be repaired or replaced. Refund will only be paid in the event the Company fails to repair or replace your AirBar within a reasonable time.
  - e. The Company's warranty and return policy only covers AirBars that are purchased online directly from the Company's website, and not products that are purchased from resellers or from other external sources.
12. Limitation of Liability against EU Consumers. The Company is not, under any circumstances, liable for indirect damages, loss of profit, loss of data or any other losses resulting from the use or non-use of the AirBar.

Notwithstanding the above, the Company shall be liable for death or personal injury directly caused by the Company, damages incurred by the EU Consumer due to the Company's intent or gross negligence, fraud or fraudulent misrepresentation, losses for which it would be illegal or unlawful for the Company to exclude or attempt to exclude liability. Still subject to the above, the Company shall only be liable for reasonably foreseeable damages due to the Company's own fault and the Company assumes no liability for any acts or omissions by any third parties or policies provided by third

parties. Furthermore, the Company shall in no event be liable for any damages or loss incurred by the EU Consumer as a result of the Company's obligation to comply with applicable law, any act or omission of any governmental authority, act of war, accident, natural disaster, strike, blockade, or other similar event, regardless of whether the Company is an instigator or subject of such event. To the extent permitted by law, the Company's maximum liability to an EU Customer for any loss or damage arising in connection with the EU Customer's Order on the website shall be limited to the total price for the Order.

13. Intellectual Property Rights. These Terms shall not entail that any copyright or any other intellectual property rights are assigned to you. Any and all rights relating to software included in the AirBar, in particular, copyrights, industrial property rights such as, patents, trademarks and registered designs, shall remain the property of the Company or the individual proprietor of such rights.
14. Message Boards and Forums. From time to time, the Company may include message boards and forums on its website. You acknowledge and agree that you shall not make any posting on the Company's website, including, without limitation, on any message board or forum, that: (i) contains libelous, indecent, obscene or pornographic material, hate speech, highly explosive subject matter (as determined by the Company, in its sole discretion), or any illegal subject matter or activities; (ii) violates any law or regulation governing false or deceptive advertising, comparative advertising or trade disparagement; (iii) contains any misrepresentation, or content that is defamatory or violates any rights of privacy or publicity; (iv) infringes on any copyright, trademark, patent or other proprietary right, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated images, audio or video, or links to pirated images, audio or video files; (v) contains any "worm", "virus" or other device that could impair or injure any person or entity; (vi) harasses or advocates the harassment of another person; (vii) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming", (viii) contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page); (ix) solicits passwords or personal identifying information from other users; or (x) engages in commercial activities, solicitation, advertising, marketing and/or sales. The Company, in its sole discretion, may remove any posting you make anywhere on its website.
15. Drawings, Competitions and Special Promotions. From time to time, the Company may host competitions and special promotions on the website, each of which shall be subject to additional terms and conditions.

16. EU Consumer Disputes. Any EU Consumer dispute arising out of or relating to these Terms and/or the use of the AirBar, which cannot be resolved by negotiation between the parties, shall be settled in Swedish courts in accordance with Swedish law. The dispute may also be considered by the National Board for Consumer Complaints (Sw. *Allmänna reklamationsnämnden*), [www.arn.se](http://www.arn.se), whose decision is a recommendation to the parties for how the dispute should be resolved. You may also be entitled to use an EU online dispute resolution (“**ODR**”) service to assist with any contractual dispute that you may have with us. The European Commission has established its own ODR platform which can be accessed at: <http://ec.europa.eu/odr>.

## **Section 2: Terms and Conditions for consumers domiciled outside the EU and business customers**

*These terms and conditions are **only** applicable and valid in relation to:*

- *consumers domiciled outside the EU; and*
- *business customers domiciled either inside or outside the EU.*

1. General. These terms and conditions (the “**Terms**”) govern your order (the “**Order**”) from Neonode Technologies AB, a Swedish limited liability company, corporate reg. no. 556771-2095 (the “**Company**”) of one or more units of the AirBar product (the “**AirBar**”). A description of the AirBar, including a technical description, is found on the Company’s website on the following link [www.air.bar](http://www.air.bar). By submitting your Order, you warrant that you are at least 18 years old and you agree to be legally bound by these Terms and confirm that you are placing your Order with the intent to acquire and use the AirBar only for personal purposes (and not acquiring the same for any re-sale purposes). Therefore please print and read these Terms carefully before submitting your Order.
2. Registration and Order. When submitting your Order for the AirBar, you will be required to provide your name, e-mail address, shipping address, billing address and other information. You are responsible for the accuracy of such information and you will ensure that the information is kept updated. The Company has no responsibility or liability for inaccurate information or information that becomes outdated. You can update your information at any time (prior to actual shipment of the AirBar) by contacting our customer service at [hello@air.bar](mailto:hello@air.bar).
3. Prices. The prices displayed on our website will, depending on your location, indicate whether or not the prices include Value Added Tax (“**VAT**”). Charges for duties and/or taxes etc. may be charged by the authorities in the receiving country depending on the legislation in that country. Such charges shall be paid by the customer. The Company can

unfortunately not inform the customer about such charges and the customer is responsible for the administration for payment and the payment of such charges.

Shipping costs will be displayed and added before you place your Order.

4. Payment Information and Confirmation of Order. Your payment information (such as name of credit card holder, credit card number and expiration date) will be submitted to the Company's third-party payment gateway service provider in order to process the payment. Any inaccurate or fraudulent payment information may result in the non-fulfillment of your Order. When your payment has reached the Company you will receive a notification via e-mail that your Order will be processed.
5. Shipping. Shipping shall be via the carrier of the Company's choosing from Sweden, the cost of which shall vary based on the shipping preference that you chose when placing your Order. Shipping times are only an estimate and are subject to change, and the Company does not represent or warrant that you will receive the AirBar by the estimated date.
6. Cancellation of Order. You may cancel your Order up until the time shipment has commenced by contacting our customer service at [hello@air.bar](mailto:hello@air.bar). In such case you will receive full refund of your payment. Once the Company has commenced the shipment process, your Order cannot be cancelled. As regards EU Consumer's right of withdrawal, see Section 10 below.
7. Privacy. All information relating to privacy and processing of your personal data is provided in our [Privacy Policy](#) ("**Privacy Policy**") which is incorporated by reference into these Terms. Please review the Privacy Policy before placing your Order. The Privacy Policy describes in more detail how the Company will process your personal information. You agree to the Company's Privacy Policy upon agreeing to these Terms.
8. Company Information. Registered address: Neonode Technologies AB, Storgatan 23 C, SE-114 55, Stockholm, Sweden. Registered in the Swedish Trade and Industry Register (*Sw. Näringslivsregistret*) under the corporate registration number 556771-2095. Mail address (not for returns): Neonode Technologies AB, Box 5082, SE-114 55, Stockholm, Sweden. E-mail: [hello@air.bar](mailto:hello@air.bar).
9. Entry into force. These Terms apply as from 23 August, 2016 and replace all previous terms and conditions for orders of the AirBar. The Company reserves the right to amend these Terms from time to time without prior notice. The Terms that will apply to your Order will be those on our website when you placed your Order.

10. Limited Warranty – Returns. The AirBar is covered solely by a warranty against manufacturing defects for a period of twelve (12) months from the date of purchase.
  - a. If you believe that your AirBar has a manufacturing defect, you must first contact us by email at [hello@air.bar](mailto:hello@air.bar).
  - b. If the Company’s customer service representative verifies that there is a manufacturing defect with your AirBar, you will be given authorization and instructions on how to return the AirBar to the Company. Any AirBars that are returned without authorization will not be accepted by the Company.
  - c. Damage to an AirBar caused by an accident, user negligence, misuse, tampering or any other cause shall not be covered under the Company’s limited warranty against manufacturing defects.
  - d. Defective products that are returned to the Company within 30 days of purchase in accordance with the requirements set forth in these Terms shall be replaced with another AirBar or you shall be given a refund.
  - e. Defective products that are returned to the Company after 30 days of purchase but within the one year limited warranty period in accordance with the requirements set forth in these Terms may only be replaced with another AirBar.
  - f. The Company’s limited warranty return policy shall only cover AirBars that are purchased online directly from the Company’s website, and not products that are purchased from resellers or from other external sources.
11. Personal Use Only; Restrictions. You hereby represent and warrant to the Company that you are placing your Order with the intent to acquire and use the AirBar only for your internal business purposes (and not acquiring the same for re-sale), and that you shall not reverse engineer the AirBar or use it to create a competitive product.
12. Intellectual Property Rights. These Terms shall not entail that any copyright or any other intellectual property rights are assigned to you. Any and all rights relating to software included in the AirBar, in particular, copyrights, industrial property rights such as, patents, trademarks and registered designs, shall remain the property of the Company or the individual proprietor of such rights.
13. Limitation of Liability. To the extent permitted by law, in no event will the Company be liable for any collateral, consequential, indirect, punitive, special, exemplary or incidental damage arising out of or related to these Terms or use of the AirBar, even if the Company shall have been advised of such potential damages. These limitations will apply



whether the liability arises in contract, out of contract (including negligence), strict liability, under statute or otherwise. In any and all circumstances, the Company's liability shall be limited to the total amount of your Order.

14. Disclaimer. Except as expressly set forth in these Terms, and to the maximum extent permitted by applicable law, the AirBar shall be provided "as is" and "as available", with all faults and without guaranteed warranty of any kind, and the company hereby disclaims all warranties and conditions with respect to the AirBar, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, quiet enjoyment, and non-infringement of third party rights.
15. Message Boards and Forums. From time to time, the Company may include message boards and forums on its website. You acknowledge and agree that you shall not make any posting on the Company's website, including, without limitation, on any message board or forum, that: (i) contains libelous, indecent, obscene or pornographic material, hate speech, highly explosive subject matter (as determined by the Company, in its sole discretion), or any illegal subject matter or activities; (ii) violates any law or regulation governing false or deceptive advertising, comparative advertising or trade disparagement; (iii) contains any misrepresentation, or content that is defamatory or violates any rights of privacy or publicity; (iv) infringes on any copyright, trademark, patent or other proprietary right, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated images, audio or video, or links to pirated images, audio or video files; (v) contains any "worm", "virus" or other device that could impair or injure any person or entity; (vi) harasses or advocates the harassment of another person; (vii) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming", (viii) contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page); (ix) solicits passwords or personal identifying information from other users; or (x) engages in commercial activities, solicitation, advertising, marketing and/or sales. The Company, in its sole discretion, may remove any posting you make anywhere on its website.
16. Drawings, Competitions and Special Promotions. From time to time, the Company may host competitions and special promotions on the website, each of which shall be subject to additional terms and conditions.
17. Disputes. These Terms shall be governed by the substantive law of Sweden, without reference to its conflict of laws principles, and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Swedish Sales of Goods

Act (1990:931).

Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be finally settled by Swedish courts.

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