

Terms of Service

October 13, 2017

Welcome and thank you for your interest in Point! You are reviewing these Terms of Service (the "Terms of Service") because you use or have purchased, or are considering purchasing, a Point device and the related mobile Point app in order to monitor your home environment (the "Point Service").

When we use the terms "we", "our", or "us" in these Terms of Service, we mean our company called Minut, Inc. and its subsidiaries and affiliates worldwide. These Terms of Service apply to the Point Service, including any Point hardware device ("Point" or a "Point Device") and the Point mobile application and any other app, cloud service or computer software developed by us and incorporated into the Point Service, whether now existing or incorporated in the future (each, a "Point App" and collectively the "Point Apps").

These Terms of Service are a legal agreement between you and us. Please read them through carefully before using the point service. If you are accepting these Terms on behalf of another person or company or other legal entity, you represent and warrant that you have full authority to bind that person, company or legal entity to these terms. By using the Point Service, you signify your agreement to these Terms of Service. If you do not agree to these Terms of Service, you may not use the Point Service and should not purchase a Point.

If you are a commercial business customer and there is a separate written contract between us and you, these Terms of Service shall control unless specifically excluded, in whole or in part, in such separate contract.

Support and Questions

If you have any questions about the home installation or use of the Point Service or have technical difficulties, please check out the following:

- the Point user manual (the "Point User Manual") at <https://minut.com/user-manual/>; and
- the FAQ at <https://minut.com/faq/>.

You can also e-mail us at hello@minut.com. We are here to help!

For commercial installations, contact us for a separate support plan and fees.

Changes to Terms of Service

We may modify these Terms of Service from time to time. The most current Terms of Service will be available on the Minut home page and the date of the latest update is indicated at the top of these Terms of Service. We may (but are not required to) communicate major changes with a special notice on the Point Service or by email. You accept such modified Terms of Service by continuing to use of the Point Service.

Requirements for Use of the Point Service

You represent and warrant that you are aged 18 years or older and have the legal authority to accept these Terms of Service on your own behalf or any party you represent. Please also refer to the **Precautions** below.

You are responsible for obtaining your own Internet and wi-fi access and mobile device to access the Point Service.

The Point App is available at Google Play and Apple AppStore (the “App Distributors”). We only support the Point App if it has been downloaded from the official application marketplace of one of these App Distributors. The Point App is optimized for certain mobile devices and operating systems, and we make no guarantee that the Point App will work on all smartphones and other mobile devices.

Precautions

Please note that it is your responsibility to determine what action you will take as a result of the data detected by your Point Service or any alerts that the Point Service sends to you. The Point Service is not able to determine the cause of any data detected and will not, for example, alert a home security service or the authorities as a result of any data measured. See also the Sections titled **Warranty Disclaimer** and **Limitation of Liability** below.

You are responsible for using the Point Service in accordance with these Terms of Service and the Point User Manual and FAQ. Please take a moment to review the Point User Manual.

Privacy Policy

The Point Service is subject to our Privacy Policy, which can be found at minut.com/privacy-policy/. Please take a moment to review it because it also contains some useful security information.

Limited License to Use the Point Service

You are hereby granted a non-exclusive, revocable and nontransferable license to use the Point Service (including the Point App) in accordance with these Terms of Service. We and our licensors own all title and rights to the Point Service, including, but not limited, to all copyrights, trademarks, know-how and other intellectual property rights included therein, including in any Point Device or Point App. You may not reproduce (whether by linking, framing or any other method), transfer, distribute, store, modify, reverse engineer, decompile, disassemble, or create derivative works of, publicly display, or commercially exploit any part of the Point Service except as necessary to display, download or print (without modification) for your own use.

All rights in the Point Service not expressly granted to you by us in these Terms of Service are retained by us and our licensors.

If you have downloaded the Point App on your iPhone, iPad or any other Apple device, you will also be subject to Apple Inc.'s Terms of Use (available on Apple Inc. website). Apple Inc. also requires that we notify you of certain additional terms in our Terms of Service, please see the Section titled **For iPhone, iPad and Other Apple Device Users** below.

Third Party Features, Apps and Services

To increase your enjoyment of the Point Service, we may provide links or references to third party developed websites, features, apps or services on our website, blogs, discussion forums, social media accounts or otherwise. For example, we encourage, and have an active group of users that provide, community developed features based on various open source software. You may also independently find third party developed interfaces between the Point Service and the third party service. These third party features, apps or services might include, among other things, applets via IFTTT. Please note that we have no control of such third party websites, features, apps or services and do not assume any responsibility or liability for any damage or loss of any kind for or due to their content, functionality, or practices. If you decide to access these third party websites, features, apps or services, you do so at your own risk. We suggest that before using these third party websites, features, apps or services in connection with your Point Service, you read their Terms of Service and privacy policies.

Suggestions and Ideas

You may propose to us ideas and suggestions for modifications or improvements to all or any part of the Point Service. By choosing to disclose such idea or suggestion to us, you hereby grant us all title, ownership and intellectual property rights to such idea or suggestion.

WARRANTY DISCLAIMER

EXCEPT FOR THE LIMITED WARRANTY FOR THE POINT DEVICE SET FORTH BELOW, THE POINT SERVICE IS PROVIDED BY US AND OUR AFFILIATES "AS IS."

NEITHER WE NOR OUR PARTNERS, SUPPLIERS, OR AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE POINT SERVICE (INCLUDING THE POINT DEVICE), ITS CONTENTS, OR ANY INFORMATION MADE AVAILABLE BY OR THROUGH THE POINT SERVICE. IN ADDITION, WE AND OUR PARTNERS, SUPPLIERS AND AFFILIATES DISCLAIM ALL WARRANTIES WITH RESPECT TO THE POINT SERVICE (INCLUDING THE POINT DEVICE), EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

FURTHERMORE, WE DO NOT WARRANT THAT YOUR USE OF THE POINT SERVICE WILL BE UNINTERRUPTED, AVAILABLE AT ANY TIME OR FROM ANY PARTICULAR LOCATION, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE POINT APP IS FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS.

Limited Warranty for Hardware (the Point Device) Only

We warrant to the original end user purchaser that the Point Device hardware, when properly installed and operated, is free from defects in material and workmanship for one (1) year from the date of purchase. If your mandatory local law in effect at the time of purchase requires a warranty period longer than one (1) year, this warranty shall be extended to the extent required by such law.

Within the warranty period, we shall repair or replace at no charge to you any components of the Point Device that fail the limited warranty provided. You shall be responsible for any related transportation charges. Replacement products may be new or refurbished at our discretion.

This limited warranty does not apply to (1) normal wear and tear, including scratches and dents; (2) consumable parts included in the Point Device; (3) damage resulting from your failure to use the Point Device in accordance with the instructions accompanying the Point Device or available at our the Website (including the Point User manual and FAQ); (4) damage resulting from an accident, flood, fire, misuse, or abuse; (5) damage resulting from service performed, or damage resulting from tampering or alterations to the Point Device, by anyone not authorized by us; (6) use of the Point Device with any application or software other than the Point App; or (7) outdoor or other

non-residential use of the Point Device.

We retain the exclusive right to repair or replace the Point Device, or offer a full refund, at our sole discretion. To the maximum extent permitted by applicable law, such remedy shall be your sole and exclusive remedy for any breach of warranty.

Limitation of Liability

IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, COLLATERAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOST PROFITS, LOST DATA, BURGLARY, FIRE, PROPERTY DAMAGE, PERSONAL INJURY OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE POINT SERVICE, WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR AGGREGATE LIABILITY, ARISING FROM OR RELATING TO THE POINT SERVICE (REGARDLESS OF THE FORM OF ACTION OR CLAIM, E.G. CONTRACT, WARRANTY, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL THEORY) IS LIMITED TO \$100. In some locations applicable mandatory law may not allow certain of the limitations described above, in which case such limitations will apply to the maximum extent allowed by such applicable law.

Important Disclaimer: Because the primary purpose of the Point Service is not to be a fire or smoke alarm, the Point Service DOES NOT conform to the regulatory requirements mandated for fire or smoke alarms, such as UL 217 or any other regulatory requirement. Therefore, we disclaim all liability to you or any third party resulting from fire or smoke damage. To properly protect your home, please purchase and install fire and/or smoke alarms that comply with regulatory requirements.

Indemnity

You agree to defend, indemnify and hold us and our partners, affiliates, service providers, licensors, officers, directors, employees and agents harmless from and against any claims, actions or demands, including but not limited to reasonable legal and accounting fees, alleging or resulting from: (a) your violation of these Terms of Service; or (b) your violation of our intellectual property rights, any third party rights or any applicable law when using the Point Service.

Local Law and Export Control

In relation to your purchase and use of the Point Service, you agree to comply with the laws of your local jurisdiction as well as with any export restrictions of the United States and your local jurisdiction on exporting products or information.

Notice to US Government Users

The Point Service (and the software included therein) and accompanying documentation are deemed to be “commercial computer software” and “commercial computer software documentation”, respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the software and accompanying documentation by the United States Government shall be governed solely by the terms of these Terms of Service.

Termination

You may discontinue your use of the Point Service at any time by notifying us by e-mail that you wish to terminate your account. After we have terminated your account, you will no longer have access to any of your data. We also reserve the right to delete your account and data if your account has been inactive for a period of more than two (2) years.

Violation by you of any of these Terms of Service gives us sole discretion to refuse or terminate your access to the Point Service effective immediately. In such an event, you are obliged to immediately destroy any copies you have made of any portion of the Point Service. We may also refuse, or terminate, your access to the Point Service, in our sole discretion, if we suspect you are using the Point Service for illegal or abusive purposes, or if we suspect you are under 18 years old.

We may change or discontinue, in whole or in part, the Point Service at any time without notice. You acknowledge that we are not liable to you or to any third party for any such action.

For iPhone, iPad and Other Apple Device Users

This section applies you and your Point App only if you have downloaded the Point App on your iPhone, iPad or other Apple device. You acknowledge and agree that:

(1) these Terms of Service are concluded between you and us only, and not Apple Inc. nor its subsidiaries (hereinafter –“Apple”);

- (2) Apple is not responsible for the Point App and the content thereof;
- (3) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Point App;
- (4) in the event of any failure of the Point App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you;
- (5) to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Point App;
- (6) Apple is not responsible for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any applicable warranty;
- (7) Apple is not responsible for addressing any of your claims or those of any third party relating to the Point App or your possession and/or use of the Point App, including, but not limited to: (i) product liability claims; (ii) any claim that the Point App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation;
- (8) Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Point App or your possession and use of the Point App infringes that third party's intellectual property rights; and
- (9) Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Service, and that, upon your acceptance of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as a third party beneficiary thereof.

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Governing Law and Disputes

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms of Service or your purchase of any element of the Point Service.

If you reside in the United States, these Terms of Service shall be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflicts of law of any jurisdiction. If you reside in any other country, these Terms of Service shall be governed by and construed in accordance with the laws of Sweden, without regard to the principles of conflicts of law of any jurisdiction.

Both parties shall use their best efforts to settle by amicable negotiations any disputes which may occur between them arising out of or relating to these Terms of Service; the existence, validity, termination, interpretation of any term

hereof; and disputes regarding your use of the Point Service. If the parties fail to reach an amicable settlement, either party may refer such dispute to binding arbitration. If you reside in the USA, (A) the arbitration will be held in accordance with the International Arbitration Rules of the American Arbitration Association (“AAA”) in effect at the time of the arbitration (the “AAA Arbitration Rules”); (B) the AAA shall be the appointing authority and responsible for administering any arbitration hereunder in accordance with the AAA Arbitration Rules; and (C) the place of arbitration shall be in San Francisco, California.

The arbitration shall be conducted by a single arbitrator who shall be a professional, legal or otherwise, but shall not be, or have previously been associated with either party (the “Arbitrator”). The arbitral award shall be final, binding and non-appealable. The Arbitrator's award must be reasoned and issued in writing within thirty (30) days of the hearing, unless otherwise agreed to by we and you.

If you reside in any other country or territory than the USA, any dispute, controversy or claim arising out of or in connection with these Terms of Service, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Malmö, Sweden. The language of the arbitral proceedings shall be English.

Notwithstanding the previous section, if you are a consumer residing in any other country or territory than the USA, any dispute, controversy or claim arising out of or in connection with these Terms of Service, or the breach, termination or invalidity thereof, shall be exclusively settled by the Swedish courts, with the District Court of Malmö (Sw. Malmö tingsrätt) as the court of first instance. If you reside in the European Union, Norway, Iceland or Liechtenstein, you may also report your matter on the online platform of the EU Commission: <http://ec.europa.eu/odr>, where you can also find further information about alternative dispute resolution in business-to-consumer relationships.

Notwithstanding the foregoing, in recognition of the irreparable harm that a breach by you of our intellectual property rights would cause, we may seek an injunction against such violation or breach in a court of competent jurisdiction.

General

English language shall govern all documents, notices, and interpretations of these Terms of Service. Sections titled Precautions, Suggestions and Ideas, Indemnity, Warranty Disclaimer, Limitation of Liability, Governing Law and Disputes, and General shall survive and remain in effect after your license or

access to use the Point Service has terminated for any or no reason.

Our failure to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. These Terms of Service and the Privacy Policy constitute the entire agreement between you and us with respect to the subject matter herein and supersede any and all prior or contemporaneous oral or written agreements. You may not assign this agreement to any other party and any attempt to do so is void.

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