

MYCROFT AI, INC.
LIMITED TWO-YEAR HARDWARE WARRANTY

This Limited Warranty applies only for the consumer or end-user (“You” or “Yours”). This Limited Warranty covers the Mycroft AI, Inc. (“Company”) Mark II and its component parts (“Product”).

Mycroft warrants that the Product will be free from defects in workmanship and materials for a period of two (2) years from the date of sale of the Product (“Warranty Period”) unless Your jurisdiction requires otherwise.

A “Covered Defect” consists of any of the following situations:

- (i) the Product has different qualities from the model shown to You.
- (ii) the Product is not fit for its standard purpose.
- (iii) the Product does not have the quality and performance of a typical Product.
- (iv) the Product was not used correctly, due exclusively to Mycroft’s shortcomings in the instructions.
- (v) the Product arrived without all of its requisite components.

FOR BREACH OF ANY WRITTEN WARRANTIES ON THIS PRODUCT DURING THE WARRANTY PERIOD YOU ARE LIMITED TO THE FOLLOWING DAMAGES:

Within the Warranty Period, Mycroft may, at its sole discretion:

- (i) change out defective parts that do not meet the performance specifications of new parts for any applicable Product;
- (ii) repair the Product with new or refurbished parts;
- (iii) replace the Product entirely, either with a new or refurbished Product at no additional charge to You (“Replace”); or
- (iv) reimburse You the amount of the original purchase price (a “Reimbursement”).

Mycroft will only provide a refund or replace the Product if repair of the Product is not commercially practicable or cannot be accomplished within the time required by Your jurisdiction.

This Warranty extends to the original purchaser of the Product and to each transferee owner of the Product during the term of the Warranty. Transfer of this Warranty only entitles the new owner coverage for the remainder of the original two- (2) year Warranty term.

In the event of a hardware defect, malfunction, or other failure of the Product not caused by any intentional misuse or damage to the Product while in Your possession, Mycroft will remedy the failure or defect, within ninety (90) days if You live within the continental United States and within one hundred and twenty (120) days if You live outside of the continental United States unless Your jurisdiction regulates the amount of time the remedy can take. Any repaired or replaced Product shall also remain subject to the original two- (2) year Warranty from the date of the original purchase, and any repair or replacement shall not extend the original Warranty period or start a new Warranty period unless Your jurisdiction so requires.

LIMITATIONS (WARRANTY DISCLAIMERS; LIMITATIONS OF REMEDIES; ACKNOWLEDGEMENTS)

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MYCROFT PROVIDES FOR THE PRODUCT AND THE REMEDIES LISTED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDY AS PROVIDED BY THE PROVISIONS, TERMS AND CONDITIONS HERE LISTED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MYCROFT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER STATUTORY OR IMPLIED, ARISING FROM COURSE OF CONDUCT OR OTHERWISE, REGARDING THE CONSUMER’S PRODUCT, EXCEPT ANY WARRANTIES THAT CANNOT BE DISCLAIMED. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG A STATUTORY OR IMPLIED WARRANTY LASTS, SO THE LIMITATIONS HEREIN MAY NOT APPLY TO YOU.

Neither Mycroft nor any member of its team, its affiliates, authorized distributors and retailers and authorized service providers or any officers, directors, agents, or employees thereof, shall be liable for any direct, special, incidental or consequential losses or damages arising out of any malfunction of any product or other damages resulting from the use of the product, whether in contract, tort, or otherwise. In some jurisdictions the foregoing limitation does not apply so the above exclusion or limitation may not apply to You.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY IN CONNECTION WITH YOUR PRODUCT OR THIS LIMITED WARRANTY WILL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE PRODUCT.

You acknowledge that You are informed and are aware of their rights and obligations under any applicable local municipal and jurisdictional laws governing the use of the product through this Warranty. Mycroft provides limited and specified rights to the consumer in connection with the Product. Customers may also have other applicable rights with regard to the Product and Warranty which vary depending on jurisdiction and which are not otherwise set forth herein. If any provisions of this Warranty are judged to be illegal, invalid or unenforceable, the remaining provisions of the Warranty shall continue in full force and effect.

WARRANTY CLAIM PROCESS

During the Warranty Period, if a Product has one of the Covered Defects, You shall timely notify Mycroft Customer Support (MCS). MCS will evaluate the defect. If it cannot be fixed remotely, MCS will provide the customer a Return Merchandise Authorization Number (“RMA Number”). Upon issuance of the RMA Number, Mycroft’s Manufacturing Team will be notified to ship the customer a replacement unit. You have ninety (90) days to ship the defective unit to the Manufacturing Team in the prepaid and addressed package.

Mycroft Customer Support

USA Mail: Mycroft AI, Inc. 300 East 39th Street, Suite 20, Kansas City, MO 64111

Phone: +1 816 287 1992

Web: mycroft.ai

Email: warranty@mycroft.ai

This Warranty is given by Mycroft AI, Inc., incorporated in the State of Delaware, whose principal place of business is at 300 East 39th Street, Suite 20, Kansas City, Missouri 64111, United States of America.

NOTICE TO CALIFORNIA RESIDENTS ONLY

California law provides that California residents have the option of returning the Product (a) to the retailer from which it was originally purchased, or (b) to another retailer that sells the same Product. California residents need only supply their Proof of Purchase or to contact Mycroft for Warranty service by calling MCS or Toll-Free within the US: +1 844-MYCROFT (844-692-7638). Mycroft will only be responsible for the cost of the repair, replacement, or reimbursement during the Warranty Period.

DISCLAIMERS

The included Product instructions, disclaimers, and warranties provide general information about how to utilize the Product for consumer owners of the device. Mycroft is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of use or reliance on any information contained within this package. Mycroft is not responsible for, and expressly disclaims all liability for software defects.

Mycroft is not responsible for any loss of hardware, software or files caused by the use of the Mycroft Marketplace or skills downloaded or used from/on the web site. Hence Mycroft makes no warranty that the web site or product or services provided on the web site, either by Mycroft or on Mycroft’s behalf (including free software downloads), will meet Your requirements or will be uninterrupted, timely, secure or without errors, or that the web site or the servers used by Mycroft are free of viruses or bugs or are fully functional or accurate.

CAUTION: You should use the Product as a privacy-focused smart speaker. Any modification, alteration, or unauthorized repair of the device will void the warranty. Mycroft shall have no liability for malfunctions or damages arising out of the use of Mycroft products after such modifications. The Product is not waterproof nor water resistant. To avoid malfunction or damage to Your Product please observe the following: Do not expose it to water, moisture or place it on a conductive surface while in operation. Do not expose it to heat from any source; the Product is designed for reliable operation at normal ambient room temperatures. Take care whilst handling to avoid mechanical or electrical damage to the printed circuit board and connectors. Avoid handling the Product while it is powered on. Please recycle electronics responsibly.