

## Pre-Order Terms and Conditions

These Pre-Order Terms and Conditions (these “Terms”) govern the registering of any pre-order (“Pre-Order”) with Neonode, Inc. (the “Company”) for the AirBar product (the “AirBar”). Please read these Terms carefully before submitting your Pre-Order. By submitting your Pre-Order you agree to be legally bound by these Terms.

1. Offer. Subject to the conditions set forth herein, the Company is offering you the opportunity to register a Pre-Order for the AirBar. If and to the extent that the Company, in its sole discretion, decides to proceed with shipping the AirBar, and you, in your sole discretion, fulfill the purchase requirements set forth in these Terms, then the Company shall use the information provided by you in your Pre-Order to complete the transaction. For purposes of clarity, nothing in these Terms shall require you or the Company to complete purchase and sale of an AirBar.
2. Registration. When registering your Pre-Order for the AirBar, you will be required to provide your name, email address, shipping address and other information. You are responsible for the accuracy of this information and you will ensure that this information is kept current. The Company has no responsibility or liability for inaccurate information or information that becomes outdated.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 visiting our website and logging into your account.
3. Payment Terms. If you register your Pre-Order in accordance with these Terms, and you and the Company complete the transaction contemplated hereunder, then you hereby agree to the following payment terms: For each AirBar unit reserved in your Pre-Order, you shall pay the sum currently displayed on [www.air.bar](http://www.air.bar), plus applicable sales tax and shipping costs. If the transaction shall proceed, then the Company shall request, and you shall provide, your payment method information separately.
4. Shipping. Based on current production schedules, the Company estimates that shipping of AirBars to customers shall commence in the first half of 2016, subject to reasonable delays in manufacturing and other factors. Such time period is only an estimate and is subject to change, and the Company does not represent or warrant that it will be able to

ship AirBars by the estimated date or at all. As a result, in the event that any delay arises and the estimated shipment and/or release of the AirBars is not met, the Company shall not be responsible for any damages that may occur, nor shall it be obligated to provide any discounts.

5. Personal Use Only; Restrictions. You hereby represent and warrant to the Company that you are registering your Pre-Order with the intent to acquire and use the AirBar only for personal purposes (and not acquiring the same for re-sale), that you permanently reside in the United States, and that you shall not reverse engineer the AirBar or use it to create a competitive product.
6. 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 DAMAGES 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, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, UNDER STATUTE OR OTHERWISE.
7. Disclaimer. EXCEPT AS MAY BE EXPRESSLY PROVIDED BY THE COMPANY AT THE TIME AIRBARS ARE ACTUALLY SHIPPED, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AIRBARS 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.
8. Privacy. All information provided is kept solely to service your Pre-Order. Additional information relating to privacy is provided in our [Privacy Policy](#).
9. Governing Law; Arbitration. All disputes arising out of or relating to these Terms and/or the use of the AirBar shall be resolved exclusively by binding arbitration before a single

arbitrator (the "Arbitrator") in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") then in effect and the further procedures set forth herein. (For information on the AAA and its rules, see [www.adr.org](http://www.adr.org).) The arbitration shall be conducted in San Francisco, California. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 2 et seq., and the laws of the State of Delaware without reference to principles of conflicts of laws. Notwithstanding any rules of the AAA to the contrary, any claims shall be adjudicated on an individual basis only, and you hereby waive any right to bring any claim as a representative of a proposed class, on an aggregated or mass basis, or as a private attorney general, or to consolidate arbitration proceedings without the consent of all parties thereto. Any award rendered by the Arbitrator shall be final, conclusive and binding upon the parties hereto. In connection with any arbitration proceeding pursuant to these terms and conditions, unless the Arbitrator shall determine otherwise, each party shall bear its own costs and expenses.