

Terms and Conditions

These Terms and Conditions (these “Terms”) govern your order (“Order”) from Neonode, Inc. (the “Company”) of one or more units of the AirBar product (the “AirBar”). Please read these Terms carefully before submitting your Order. By submitting your Order you agree to be legally bound by these Terms.

Please note that these Terms apply to the Company’s U.S. customers. If you reside outside of the United States, please [click here](#) for your terms and conditions.

1. Registration. When submitting your Order for the AirBar, you will be required to provide your name, email address, shipping address, billing 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 The Company has no responsibility or liability for inaccurate information or information that becomes outdated.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 contacting us at hello@air.bar.
2. Payment Terms. For each AirBar unit in your Order, you shall pay the sum currently displayed on www.air.bar, plus applicable sales tax and shipping costs. Your payment information (e.g., your credit card number and expiration date) will be submitted in full to the Company’s third-party payment gateway service provider. Any inaccurate or fraudulent payment information will result in the non-fulfillment of your Order.
3. Cancellation of Order. You may cancel your Order up until the time shipment has commenced. Once the Company has commenced the shipment process, your Order cannot be cancelled.
4. Limited Warranty – Returns. The AirBar is covered solely by a warranty against manufacturing defects for a period of one year 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.
 - 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 same 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 constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect thereto.
5. Shipping. Shipping to customers located within the USA shall be via a carrier of the Company's choosing, 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. As a result, in the event that any delay arises and the estimated shipment date is not met, the Company shall not be responsible for any damages that may occur, nor shall it be obligated to provide any discounts.
6. 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 personal purposes (and not acquiring the same for re-sale), that you permanently reside in the USA, and that you shall not reverse engineer the AirBar or use it to create a competitive product.
7. 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. IN ANY AND ALL CIRCUMSTANCES, THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE TOTAL DOLLAR AMOUNT OF YOUR ORDER.

8. 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.
9. Privacy. All information relating to privacy is provided in our [Privacy Policy](#).
10. 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.

11. Drawings, Competitions and Special Promotions. From time to time, the Company may host drawings, competitions and special promotions on the website, each of which shall be subject to additional terms and conditions.
12. 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.) 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.