



## STANDARD AND EXTENDED WARRANTY AGREEMENT

All products manufactured by Soofa are warranted against defect in materials and/or workmanship and in accordance with our published specifications. Soofa further warrants its product as follows:

- Limited five-year warranty against structural failure of wood and steel
- Limited one-year warranty on Soofa Product technology related parts

Every Soofa Product comes with one year of hardware repair coverage through its standard warranty and up to 90 days of complimentary support. SoofaCare+ provides repair or replacement coverage, both parts and labor, from Soofa-authorized technicians. SoofaCare+ for Soofa Products extends coverage to five years from the original purchase date and adds up to two incidents of involuntary damage coverage, each subject to a \$120 service fee plus applicable tax. SoofaCare+ can be obtained with the purchase of Soofa Products. Coverage includes Soofa Product (compromising of all technology related parts) as well as the USB ports and Battery. SoofaCare+ grants mail-in repair on technology related parts using a prepaid shipping box provided by Soofa.

### WHAT IS COVERED BY THIS WARRANTY?

Soofa warrants the Soofa-branded Soofa Bench hardware product and accessories contained in the original packaging ("Soofa Product") against defects in materials and workmanship when used normally in accordance with Soofa's published guidelines for a period of ONE (1) YEAR from the date of original purchase by the end-user purchaser ("Warranty Period"). Soofa's published guidelines include but are not limited to information contained in technical specifications, user manuals and service communications.

### WHAT IS NOT COVERED BY THIS WARRANTY?

This Warranty does not apply to any non-Soofa branded hardware products or any software, even if packaged or sold with Soofa hardware. Manufacturers, suppliers, or publishers, other than Soofa, may provide their own warranties. Software distributed by Soofa with or without the Soofa brand (including, but not limited to system software) is not covered by this Warranty. Soofa does not warrant that the operation of the Soofa Product will be uninterrupted or error-free. Soofa is not responsible for damage arising from failure to follow instructions relating to the Soofa Product's use. This Warranty does not apply: (a) to consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; nor does it cover claims due to cracking, splitting and warping, which are natural tendencies of wood products; (c) to damage caused by use with another product; (d) to damage caused by accident, abuse, misuse, fire, flood or other external cause; (e) to damage caused by operating the Soofa Product outside Soofa's published guidelines; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Soofa or an Soofa Authorized Service Provider ("SASP"); (g) to a Soofa Product that has been modified to alter functionality or capability without the written permission of Soofa; (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the Soofa Product, or (i) if any serial number has been removed or defaced from the Soofa Product.

### DURING WARRANTY OR SERVICE COMPONENTS MAY BE EXCHANGED OR ADDED.

Following warranty service your Soofa Product or a replacement device will be returned to you as your Soofa Product was configured when originally purchased, subject to applicable updates. Soofa may install system software updates as part of warranty service that will prevent the Soofa Product from reverting to an earlier version of the system software. Third party applications installed on the Soofa Product may not be compatible or work with the Soofa Product as a result of the system software update.

Important: Do not open the Soofa Product other than specified. Opening the Soofa Product may cause damage that is not covered by this Warranty. Only Soofa or an SASP should perform service on this Soofa Product.

### WHAT WILL SOOFA DO IN THE EVENT THE WARRANTY IS BREACHED?

If during the Warranty Period you submit a valid claim to Soofa or an SASP, Soofa will, at its option, (i) repair the Soofa Product using new or previously used parts that are equivalent to new in performance and reliability, (ii) replace the Soofa Product with a device that is at least functionally equivalent to the Soofa Product and is formed from new and/or previously used parts that are equivalent to new in performance and reliability. Soofa may request that you replace certain user-installable parts or Soofa Products. A replacement part or Soofa Product, including a user-installable part that has been installed in accordance with instructions provided by Soofa, assumes the remaining term of the Warranty or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a Soofa Product or part is replaced, any replacement item becomes your property and the replaced or refunded item becomes Soofa's property.

### WARRANTY SERVICE OPTIONS

Within 60 days of receipt of a written notification, Soofa will provide warranty service through one or more of the following options:

(a) Mail-in service. If Soofa determines that your Soofa Product is eligible for mail-in service, Soofa will send you prepaid waybills and if applicable, packaging material, so that you may ship your Soofa Product to an SRS or SASP location in accordance with Soofa's instructions. Once service is complete, the SRS or SASP location will return the Soofa Product to you. Soofa will pay for shipping to and from your location if all instructions are followed.

(b) Do-it-yourself (DIY) parts service. DIY parts service allows you to service your own Soofa Product. However, Soofa shall not be responsible for providing labor or incurring the cost of labor to remove the defective part(s) and install the repaired or new part(s). If DIY parts service is available in the circumstances, the following process will apply:

(i) Service where Soofa requires return of the replaced Soofa Product or part. Soofa may require a credit card authorization as security for the retail price of the replacement Soofa Product or part and applicable shipping costs. If you are unable to provide credit card authorization, DIY parts service may not be available to you and Soofa will offer alternative arrangements for service. Soofa will ship a replacement Soofa Product or part to you with installation instructions, if applicable, and any requirements for the return of the replaced Soofa Product or part. If you follow the instructions, Soofa will cancel the credit card authorization, so you will not be charged for the Soofa Product or part and shipping to and from your location. If you fail to return the replaced Soofa Product or part as instructed or return a replaced Soofa Product or part that is ineligible for service, Soofa will charge your credit card for the authorized amount.

(ii) Service where Soofa does not require return of the replaced Soofa Product or part. Soofa will ship you free of charge a replacement Soofa Product or part accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced Soofa Product or part.

(iii) Soofa is not responsible for any labor costs you incur relating to DIY parts service. Should you require further assistance, contact Soofa at the telephone number listed below.

Soofa reserves the right to change the method by which Soofa may provide warranty service to you, and your Soofa Product's eligibility to receive a particular method of service. Service will be limited to the options available in the country where service is requested. Service options, parts availability and response times may vary according to country. You may be responsible for shipping and handling charges if the Soofa Product cannot be serviced in the country it is in. If you seek service in a country that is not the original country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. Where international service is available, Soofa may repair or replace Soofa Products and parts with comparable Soofa Product and parts that comply with local standards.

No Soofa distributor, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This Warranty is governed by and construed under the laws of the country in which the Soofa Product purchase took place. Soofa or its successor in title is the warrantor under this Warranty.

The above warranties commence on the date of invoice issued from Soofa.

#### **GENERAL PRIVACY POLICY ON SOOFA PRODUCTS**

Your privacy is important to Soofa. So we've developed a Privacy Policy that covers how we collect, use, disclose, transfer, and store information. Soofa may update its Privacy Policy from time to time. When we change the policy in a material way, a notice will be posted on our website along with the updated Privacy Policy [www.soofa.co/privacy](http://www.soofa.co/privacy)

**Collection and Use of Personal Information:** Personal information is data that can be used to identify or contact a single person. Soofa does not store any personal information.

**Collection and Use of Non-Personal Information:** We collect data in a form that does not, on its own, permit direct association with any specific individual. We may collect, use, transfer, and disclose non-personal information for any purpose. If we do combine non-personal information with personal information the combined information will be treated as personal information for as long as it remains combined. Soofa's devices may use "cookies" and other technologies such as wifi or Bluetooth signal sensing. We treat information collected by cookies and other technologies as non-personal information. However, to the extent that a media access control address (MAC address) similar identifiers are considered personal information by local law, we also treat these identifiers as personal information. Similarly, to the extent that non-personal information is combined with personal information, we treat the combined information as personal information for the purposes of this Privacy Policy. At times Soofa may make certain personal information available to strategic partners that work with Soofa to provide products and services, or that help Soofa market to customers.

**Protection of Personal Information:** Soofa takes the security of personal information very seriously. When personal data is stored by Soofa, we use computer systems with limited access housed in facilities using physical security measures. Data is stored in encrypted form including when utilizing third party storage.

**Location-Based Services:** To provide location-based services on Soofa products, Soofa and our partners and licensees may collect, use, and share precise location data, including the real-time geographic location of connected devices. Where available, location-based services may use GPS, Bluetooth, and IP Addresses, along with crowd-sourced Wi-Fi hotspot and cell tower locations, and other technologies to determine devices' approximate location. This location data is collected anonymously in a form that does not personally identify and is used by Soofa and our partners and licensees to provide and improve location-based products and services.

**Third-Party Sites and Services:** Soofa products, applications, and services may contain links to third-party websites, products, and services. Our products and services may also use or offer products or services from third parties. Information collected by third parties, which may include such things as location data or contact details, is governed by their privacy practices.

**Our Companywide Commitment to Privacy:** To make sure personal information is secure, we communicate our privacy and security guidelines to Soofa employees and strictly enforce privacy safeguards within the company.

**Privacy Questions:** If you have any questions or concerns about Soofa's Privacy Policy or data processing or if you would like to make a complaint about a possible breach of local privacy laws, please contact us.