

*MUV Interactive Ltd.*  
BIRD™ Pre-order Terms and Conditions

These Pre-order Terms and Conditions (these "**Pre-Order Terms**") constitute a legal agreement between you and MUV Interactive Ltd. ("MUV" or the "**Company**").

By placing an order or making a purchase of a product from MUV's website (the "**Site**"), you agree to these Pre-Order Terms set out below, along with MUV's [Privacy Policy](#) ("**Privacy Policy**") and Website [General Product Terms](#) ("**General Terms**"). These Pre-Order Terms, Privacy Policy, and the General Terms may be updated by MUV from time to time, and it is your responsibility to review them each time you make a purchase from the Site.

**BY CLICKING ON THE BUTTON TO SUBMIT AN ORDER, YOU ARE CONSENTING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW, DO NOT CLICK THE BUTTON TO SUBMIT AN ORDER.**

**Terms and Conditions:**

1, Ordering; Eligibility; Conditions. These Pre-Order Terms shall apply to all orders for MUV products placed by you. To place an order, you must be at all times in compliance with any and all compliance and eligibility requirements which apply in your jurisdiction, including without limitation minimum age. By placing an order, you undertake that you are eligible and allowed to purchase MUV's products, pay for them and comply with all obligations, representations, warranties and undertakings set out in these Pre-Order Terms. The Products available through the Site are intended for end-user customers only. You may not purchase any Products for commercial resale, and MUV reserves the right to refuse or cancel your order, or to deny you any return rights, if we suspect you are doing so. All orders are subject to acceptance by MUV, and any rejection of an order shall be made in MUV's sole discretion, regardless of whether the order was confirmed through the Site.

2, Products Offered; Pre-Order Alternatives. By placing a pre-order you reserve your Bird™ product (the "**Product**"), and you will have priority over other orders that may be placed afterwards. The Product is currently planned to be manufactured and delivered around April-May 2016 (the "**Target Delivery Date**"). You acknowledge that this is a pre-order of the Product and that the Target Delivery Date may be updated by MUV.

3, Pre-order Process. When Pre-ordering the Product, together with making your payment, you will be required to provide certain information so that we may complete and deliver your order. You represent and warrant that all such information is accurate and complete at the time the information is provided. In the event such information changes, it is your sole responsibility to update that information with MUV. MUV shall have no responsibility or liability for deliveries made based on inaccurate, incomplete or outdated information or information, and shall have no obligation to correct or update such information. You can update your shipping address at any time prior to Products being shipped by written notification of MUV, by sending an email to [preorders@muvinteractive.com](mailto:preorders@muvinteractive.com) detailing the required address change. Upon placement of the pre-order, MUV will charge your account or provided payment method for the purchase price of the Products and for any shipping and handling fees, as applicable in your jurisdiction.

4, Delivery; Shipping; Taxes. Approximately 60 days prior to the shipping of the Products, MUV will notify you that the Products are about to be shipped, and will provide you with an estimated shipping date ("**Shipment Notice**"). Such date is only an estimate, and is subject to change in MUV's sole discretion. The Products shall be shipped by regular post service, unless otherwise specified and paid for in the order, if such option is available and offered by MUV. Risk of loss for Products shall pass to you upon MUV's delivery of the Products to the post office (or other kind of carrier, if applicable). You are responsible for examining all shipments promptly upon receipt. If you receive a shipment containing an amount or type of Product not ordered, or Products that have been damaged in shipment, you must notify MUV immediately of the

problem. MUV reserves the right to refuse re-orders, returns or refunds for such orders unless MUV receives notice from you by no later than five (5) business days from the date on which you received your order. Prices are exclusive of, and you will be solely responsible for paying: (a) all applicable federal, state, provincial and local taxes (including all applicable sales, use, consumption, goods and service, value added, and withholding taxes), and (b) all fees and charges related to customs, duties and brokerage, if and as applicable. Where required under applicable law, MUV will charge value added tax or the like taxes when charging you for the Products.

5, Cancellation; Binding Transaction. Your account will be charged at the time your order is placed. You may cancel your pre-order within 30 (thirty) days from the date you placed the order, provided that the Product has not yet been shipped, and in such case you will be credited in full. Afterwards, your purchase shall be deemed final, non-cancelable and nonrefundable, except if and to the extent otherwise stated in these Pre-Order Terms of the General Terms. Any permitted cancellation must be done by sending an email message to MUV at [preorders@muvinteractive.com](mailto:preorders@muvinteractive.com). MUV will process the cancellation and refund the payment made by you within 30 days from receipt of the cancellation notice. To the extent possible, the refund shall be made by the same method in which you paid. MUV may, at times and at its sole and absolute discretion, accept a cancellation not complying with the above provisions of this Section, and in such case the refund shall be less a cancellation fee in the amount of 5% (five percent) of the purchase price of the Products ordered. MUV itself may, at all times, at its sole and absolute discretion, cancel your pre-order, in which case MUV will refund in full the payment made by you, with no cancellation fee.

6, Terms and Conditions of Sale. The purchase of the Products is subject to additional [terms and conditions](#) provided by MUV, including a hardware limited warranty, and further including license terms in respect of any software included in the Products, intellectual property embodied in the Products or data collected by the Products, as well as a refund policy. Your purchase of the Products will be subject to all such terms and conditions.

7, No Warranties Regarding Information on Site. You acknowledge that the information contained on the Site may contain technical inaccuracies or typographical errors, and that MUV shall not be responsible or liable for such inaccuracies and errors. The Site, all content available on the Site, and all related communications are provided on an "AS IS" basis. MUV makes no representations or warranties as to the completeness, accuracy, adequacy or reliability of any information contained on the Site.

8, Privacy. If you provide information for the pre-order of the Products, MUV will not use such information except to fulfill your order or as expressly set forth herein or as permitted in MUV's [Privacy Policy](#). In addition to, and notwithstanding any provisions in MUV's Privacy Policy, MUV may use provided information to create aggregate data that does not identify any specific individual or entity, and provide such aggregate data to its commercial partners on terms of its choosing. MUV may use third parties to process any provided information, even if such third parties are not located in your jurisdiction; MUV will have such third parties undertake to be bound by confidentiality undertakings towards MUV. MUV may provide data about you as required by law or as requested by law enforcement. MUV may transfer data in the context of a sale of its business or part thereof. MUV will take industry standard efforts to store your data, but no method of electronic storage or transmission is completely secure.

9, Opt-In for Marketing. Advertising and Promotional Messages. By providing MUV information for the pre-order of the Products, you agree that MUV may send you e-mails and messages via other media containing information about MUV and its products, company newsletters, and other marketing, promotional and advertising materials. You may elect not to receive such materials by sending an e-mail with the title line "UNSUBSCRIBE" to [preorders@muvinteractive.com](mailto:preorders@muvinteractive.com). MUV will process your request promptly after receipt of your request.

10, Intellectual Property Rights. By purchasing any Products, you do not acquire any intellectual property or other proprietary rights to those Products, including without limitation any right, title or interest in and to patents, copyrights, trade-marks, industrial designs, confidential information, or trade secrets, whether registered or unregistered, relating to such Products, other than the right to use any such Product for

its intended purposes. Any rights not expressly granted to you under these Pre-Order Terms and Conditions or any documents related to your order of Products are reserved by MUV.

11, No Restrictions. Nothing in these Pre-Order Terms will prevent MUV from offering Products at any time at discounted prices, including prices lower than the price paid by you, and/or subject to terms and conditions other than those applying to you, including more favorable terms and conditions.

12, Miscellaneous. You may not assign your rights and obligations under these Pre-Order Terms without MUV's prior written consent. These Pre-Order Terms will be construed in accordance with the laws of the State of Israel without regard to choice of law provisions, and the parties consent to the sole and exclusive jurisdiction of the competent courts in Tel Aviv, Israel, with respect to any disputes arising hereunder. MUV may provide any notification required hereunder to the email address you provided as part of the pre-order registration. If any one or more of the provisions of these Pre-Order Terms is for any reason held to be invalid, illegal, or unenforceable in any respect, any such provision shall be severable from these Pre-Order Terms. No waiver by either party of a breach or omission by the other party under these Pre-Order Terms shall be binding on the waiving party unless it is expressly made in writing and signed by the waiving party.

Last updated: November 30, 2015