

Polaro Reservation Agreement

Terms & Conditions

We appreciate your interest in reserving a Polaro! This reservation secures your approximate priority for configuring and ordering your Polaro.

1. **Effective Date.** This Reservation becomes binding when 1) you initiate your reservation and 2) we acknowledge receipt of your Reservation Payment, which includes the payment due within 10 days of your reservation placement.
2. **Purchase Price.** The quoted Purchase Price of the product, if provided, is a preliminary estimate. We are in the process of finalizing the options, features, and hardware of the product and hence cannot confirm the exact price at this moment. The final Purchase Price will be confirmed once you've customized your product.
3. **Order Process.** This Reservation secures your approximate priority but does not represent the purchase or order of a product. As we approach production, we will invite you to finalize the configuration of your product and enter into an Order Agreement (and its terms) for the purchase. An updated Order Agreement will be issued whenever you or we adjust your configuration. Before delivery, you will enter into a final Purchase Agreement (and its terms), which will detail your final product configuration and Purchase Price, along with any applicable taxes, duties, transport and delivery charges, and any other applicable fees. If you proceed with the order, your Reservation Payment can be applied towards the Purchase Price of the product.
4. **Delivery.** Please note that Polaro is still in the development phase at the time of this Agreement, and we cannot provide a guaranteed delivery date for your product.
5. **Cancellation.** Your Reservation can be cancelled at any time through your Polaro Account or email to account@polaro.com, by either you or us, before you enter into the Purchase Agreement. In such a case, you will receive a full refund of your Reservation Payment.

6. **Acknowledgements; Non-Transferable.** Please be aware that we will not hold your Reservation Payment in a separate account or in an escrow or trust fund, nor will we pay any interest on your Reservation Payment. Your Reservation cannot be transferred or assigned to another party without our prior written approval.
7. **Privacy Policy; Payment Terms for Services.** The Customer Privacy Policy and Payment Terms for Services Policy of Polaro, Inc. are incorporated into this Agreement and can be viewed at www.polaro.com/about/legal.
8. **Limitation of Liability.** We are not responsible for any incidental, special or consequential damages resulting from this Agreement. Your sole and exclusive remedy under this Agreement will be limited to reimbursement of your Reservation Payment.
9. **Governing Law; Integration.** This Agreement is governed by, and to be interpreted in accordance with, the laws of the State nearest to your primary address at the time of this Reservation where we are licensed to sell products. Any terms relating to the Polaro not expressly contained herein are not binding.
10. **Agreement to Arbitrate.** Please review this agreement carefully. You are agreeing that any dispute between you and Polaro, Inc. or its affiliates (referred to as “Polaro”) will be resolved by an arbitrator in arbitration rather than by a judge or jury in court. This includes claims that arose before you placed your order for your product, such as claims related to statements Polaro made about our products. If you have a concern or dispute, please send us an email to resolutions@polaro.com, describing your concern or dispute and your proposed resolution. Please include your name, email, phone number, and (if applicable) the order number. If the dispute is not resolved within 60 days from the date of your email, the dispute will be resolved by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. Unless you have not complied with the email notice requirement above, we will pay all AAA fees for any arbitration. To learn more about the Rules and how to begin an arbitration, you can go to www.adr.org. The arbitrator cannot consolidate claims involving others without consent from you, Polaro, and the others. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or

leasing Polaro products. In other words, you can bring claims against Polaro only in your individual capacity and not as a plaintiff or class member in any class or representative action (and the same is true for Polaro). If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim or request for a remedy (such as what lawyers call “injunctive” relief), then that claim or remedy (and only that claim or remedy) will be carved out of the arbitration and can be filed in court; all other claims must be arbitrated. If you prefer, you can instead take your individual dispute to a small claims court. If you don’t want to agree to arbitration, you can "opt out" of arbitration by sending us a letter within 30 days after placing your initial order for your product and first agreeing to these terms and conditions. Please send the letter to Polaro, Inc.; 8 THE GRN STE E DOVER, DE 19901 and include your name, your order number, the name of the product you ordered, and a statement explaining your desire to opt out of arbitration. If you do not opt out, your agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.