



LUNII TERMS AND CONDITIONS OF SALE

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THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS SITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH LUNII, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS SITE OR ANY OF THIS SITE'S CONTENTS, PRODUCTS OR SERVICES BY APPLICABLE LAW.

- Introduction -

The websites located at [lunii.com](#), [lunii.fr/us](#), [support.lunii.com](#), and each sub-site thereof (collectively the "Site") are copyrighted works belonging to Lunii Corp ("Lunii", "we" and "our"). Lunii offers its products and services, processes your product reservation, and completes your product purchase transaction (collectively, and with all other services provided through the Site, the "Services") on the Site.

Please read carefully the following terms and conditions of sale conditions (the "Terms") and our Privacy Policy, which may be found at [lunii.com/privacy](#), before placing an order for Services through this Site. These Terms are an integral part of the Lunii Terms of Use that apply generally to the use of our Site. These Terms apply to the purchase and sale of the Services, and constitute a binding legal agreement between you and Lunii. If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "the visitor", "you" and "your" will refer and apply to that company or other legal entity.



- Modification -

Lunii reserves the right, in its sole discretion, to modify, discontinue or terminate the Site or Services or to modify these Terms, at any time and without prior notice. If we modify these Terms, we will post the modification on the Site or provide the visitor with notice of the modification. We will also update the "Last Updated Date", and you should review these Terms before purchasing any Services that are available through this Site.

By continuing to access or use the Site or Services after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and Services.

- Eligibility -

The Services that we offer are intended solely for persons who are 18 or older, therefore we do not offer Services for sale to minors. Visitors under the age of 18 may shop online only with the assistance of a parent/guardian. By placing an order for the Services you represent and warrant that you are 18 or older, or duly assisted by a parent/guardian.

You may purchase Services through the shop of our Site. If you order on the Site, you agree to pay the then-current applicable fee listed on the Site. **Lunii** uses a third party payment processor to bill your credit card submitted in ordering the Services. You hereby authorize **Lunii's** third party payment processor to bill your credit card.

Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you are responsible for payment of all such taxes, levies or duties.

Prices of Services presented on the Site do not include shipping, donations and taxes.

If any fee cannot be charged to your credit card for any reason, **Lunii** may provide you, via email, notice of such non-payment and a link for you to update your payment information.

Purchasing Process

On the shop of our Site, you can select Services and add them to the shopping cart via the button "Add to cart". After clicking on the button "Check out" you will be asked your contact email and shipping address to compute your shipping costs and applicable taxes. By clicking on "Continue to Payment" you will be asked to enter your payment details and respective "Billing Address". By clicking on "Pay Now", you are committing yourself to purchase the Services placed in the shopping cart (your "order") and confirm that you have read and accept the Terms of Use & Sale. You can retrieve and print out these documents at any time on any page of our Site. Your order concludes the purchase contract on your part.



Once you have placed your order on our Site, we will send you an automatic message confirming the receipt of your order and details ("Order confirmation"). The order confirmation is only to inform you that your order has been received by us, it does not represent yet acceptance of your order on our part.

The purchase of the Services is deemed confirmed by Lunii only when we confirm the shipment details to you by e-mail. If you receive several shipping confirmations because we are shipping your order in several partial deliveries, each shipping confirmation constitutes a separate contract of sale for the Services listed in the shipping confirmation.

We will inform you as soon as possible if Services you have ordered are not available or cannot be delivered on time. If any of the information you receive by e-mail is incorrect, please contact us immediately so that we can correct this error.

We will collect your billing and shipping information to process your payment.

Shipping Details

You are responsible for providing us with a correct and complete delivery address to ship the Services to you. You are also responsible for being physically there to receive our Services. Title and risk of loss pass to you upon delivery. Shipping and delivery dates are estimates only and cannot be guaranteed. All costs that result from an incorrect address given by you or by an additional delivery attempt due to your absence at the time of the delivery will be fully due by you. We are not liable for possible delays, costs or any other customer disadvantages arising from incorrect address details shared by you.

- Prices and Payment Terms –

All prices posted on this Site are subject to change without notice. The price charged for a Service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes.

Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. We accept [LIST OF APPROVED CREDIT CARDS/OTHER PAYMENT METHOD] for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

- Order Cancellations –

Lunii reserves the right to cancel any order for Services placed on its Site if Lunii determines, in its sole discretion that the item is mispriced, out of stock, discontinued, or otherwise unavailable at the price listed on its Site. If we cancel your order placed on the Site, we will send you an email confirmation of such cancellation and we will reimburse all payments received in connection with your order.



- Returns & Warranty -

30 Day Return Policy

If you have changed your mind or are not satisfied with your purchase of a Lunii physical product, Lunii's return policy allows you to return the item purchased by you directly from Lunii after obtaining a Lunii return material authorization ("RMA") during a 30 day period following the date of shipment by Lunii. If the product is returned unused, undamaged, in its original condition, and in the original packaging in accordance with this policy, we will refund you of the purchase price paid. Refunds are processed within approximately [three/NUMBER] business days of our receipt of your merchandise. Your refund will be credited back to the same payment method used to make the original purchase on the Site.

Shipping costs to you and to return the item will remain at your expense. You bear the risk of loss during shipment. The RMA may be obtained by contacting hello@lunii.com The physical product must be received by Lunii within 10 days after issuance of the RMA.

All returned physical products must be packed in the original, unopened and unmarked packaging including any accessories, manuals, documentation, and registration that shipped with the item. The RMA number must be included with the returned item. If you return a physical item to Lunii (a) without a RMA from Lunii, (b) beyond the 10 day RMA issuance period, or (c) without proper packaging and accessories unopened and unmarked, Lunii retains the right to either refuse delivery of such return or charge you a restocking fee. The time to credit your account may vary, depending on processing time.

All purchases of digital products are final. No refunds and returns will be done on digital products.

One Year Limited Warranty

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

THIS LIMITED WARRANTY CAN ALSO BE FOUND IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCTS.



WE WARRANT THAT DURING A PERIOD OF ONE (1) YEAR FROM THE DATE OF PURCHASE (THE “WARRANTY PERIOD”), THE PHYSICAL PRODUCTS PURCHASED FROM THE SITE WILL – WHEN USED UNDER NORMAL USE - BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, WE DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE OR SERVICES: (A) WILL MEET

YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

UNDER THIS LIMITED WARRANTY, IF A HARDWARE DEFECT ARISES AND A VALID CLAIM IS RECEIVED BY LUNII WITHIN THE WARRANTY PERIOD, OUR RESPONSIBILITY FOR DEFECTIVE PHYSICAL PRODUCTS IS LIMITED TO, AT OUR OPTION AND TO THE EXTENT PERMITTED BY LAW, REPAIR, REPLACEMENT OR REFUND AS SET FORTH IN THIS WARRANTY STATEMENT. OUR RESPONSIBILITY FOR DEFECTIVE PHYSICAL PRODUCTS IS LIMITED TO EITHER (1) REPAIR THE PHYSICAL PRODUCT AT NO CHARGE, USING NEW OR REFURBISHED REPLACEMENT PARTS, OR (2) EXCHANGE THE PHYSICAL PRODUCT WITH A NEW OR REFURBISHED PHYSICAL PRODUCT. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY US OR ANY OF OUR SUPPLIERS, AGENTS OR EMPLOYEES WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.

A replacement physical product or part assumes the remaining warranty of the original physical product or 1 year from the date of replacement or repair, whichever is longer.

We will pay for shipping and handling fees to return the repaired or replacement physical product to you.

When a physical product or part of the physical product is exchanged, any replacement item becomes your property and the replaced item becomes [Lunii](#)'s property. Parts provided by [Lunii](#) in



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fulfillment of its warranty obligation must be used in physical products for which warranty service is claimed.

This limited warranty extends only to the original purchaser of the physical products from the Site. It does not extend to any subsequent or other owner or transferee of the product.

We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

Instructions for Warranty Service

To obtain warranty service, you must deliver the physical product, freight prepaid, in either its original packaging or packaging providing an equal degree of protection, to the address specified by [Lunii](#). In accordance with applicable law, [Lunii](#) may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. It is your responsibility to backup any data you may have stored or preserved on the physical product. It is likely that such data, will be lost or reformatted during service, and [Lunii](#) will not be responsible for any such damage or loss. For specific instructions on how to obtain warranty service on your physical product, please email us at help@lunii.com.

Exclusions and Limitations

This limited warranty covers the normal and intended use of [Lunii](#) physical products. It applies only to the physical products manufactured by or for [Lunii](#) Corp. that can be identified by the “[Lunii](#)” trademark, trade name or logo affixed to it. The limited warranty does not apply to any non-[Lunii](#) hardware product.

[Lunii](#) does not warrant that the operation of its physical products will be uninterrupted or error-free. [Lunii](#) is not responsible for damage arising from failure to follow instructions relating to its physical products’ use.

This limited warranty does not apply to:

- (a) consumable parts or protective coatings designed to diminish over time unless failure has occurred due to a defect in materials or workmanship;
- (b) damage caused by use with non- [Lunii](#) products;
- (c) damage due to transportation;



(d) damage due to storage;

(e) damage caused by accidents, misuse, abuse, neglect, misapplication, fire, water, lightning or other acts of nature or other actions or events beyond our reasonable control;

(f) damage caused by incorrect electrical line voltage, fluctuations or surges;

(g) damage caused by improper installation;

(h) damage caused by product alteration or modification;

(i) damage caused by improper or unauthorized repair;

(j) damage caused by exterior finish or cosmetic damage;

(k) damage caused by operating [Lunii's](#) physical products outside the intended uses described by [Lunii](#);

(l) damage caused by a failure to follow the product instructions or to perform any preventive maintenance;

(m) damage caused by the combination or use of the physical product with any products, materials, processes, systems or other matter not provided or authorized in writing by Lunii;
or

(n) defects caused by normal wear and tear or otherwise due to the normal aging of the [Lunii](#) product.

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY LOSS OF PRODUCTION, WORK, **REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, LOSS OF REPUTATION, LOSS OF DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA,** COSTS OF REPLACEMENT PRODUCTS OR SERVICES, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, CAUSED BY THE USE, MISUSE OR INABILITY TO USE OUR PHYSICAL PRODUCTS, OR ANY BREACH OF ANY WARRANTY OR CONDITION REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF LUNII HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. **NOR SHALL RECOVERY OF ANY KIND AGAINST LUNII BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF LUNII'S PHYSICAL PRODUCTS.** WITHOUT LIMITING THE FOREGOING, YOU ASSUME ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO YOU AND YOUR PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE PRODUCT SOLD BY LUNII **NOT CAUSED DIRECTLY BY THE GROSS NEGLIGENCE OF LUNII.**

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.



- Products And Services Not For Resale or Export –

You agree to comply with all applicable laws and regulations of the various states and of the United States including all Export Regulations, as defined below. You represent and warrant that you are buying products and services from the Site for your own personal or household use only, and not for resale or export. Products and services purchased from the Site may be controlled for export purposes by export regulations, including but not limited to, the Export Control Reform Act of 2018 (ECRA) (Title XVII, Subtitle B of Pub. L. No. 115-232), the Export Administration Regulations (15 C.F.R. 768-799) for which ECRA is permanent statutory authority, the International Traffic in Arms Regulations (22 C.F.R. 120-128 and 130) and their successor and supplemental regulations (collectively, "**Export Regulations**").

- Force Majeure –

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

- Governing Law and Jurisdiction -

These Terms and any action related thereto are governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

- Dispute Resolution and Binding Arbitration –

(a) YOU AND LUNII ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER



PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

(b) The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section. (The AAA Rules are available at adr.org or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

(c) You may elect to pursue your claim in small-claims court rather than arbitration if you provide us with written notice of your intention do so within 60 days of your purchase. The arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy.

(d) You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR LUNII WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

- Limitation on Time to File Claims -

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

- Entire Agreement -

Our order conformation, these Terms, our Site Terms of Use and our Privacy Policy constitute the entire and exclusive understanding and agreement between Lunii and you regarding the Site and Services and they shall supersede and replace any and all prior oral or written understandings or agreements between Lunii and you regarding the Site and Services.



- Assignment -

You will not assign or transfer any of your rights or delegate any of your obligations under these Terms, by operation of law or otherwise, without Lunii's prior written consent. Any purported assignment or delegation in violation of this Section will be null and of no effect. No assignment or delegation relieves you of any of your obligations under these Terms. Lunii may assign or transfer these Terms, in its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

- No waivers –

The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Lunii.

- No Third Party Beneficiaries –

These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

- Notices –

(a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) To Us. To give us notice under these Terms, you must contact us as follows: (i) by facsimile transmission to [FAX NUMBER]; or (ii) by personal delivery, overnight courier or registered or certified mail to Lunii Corp., [ADDRESS OF LUNII]. We may update the facsimile number or address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

- Severability –



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If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

- Contacting Lunii -

If you have any questions about these Terms, please contact Lunii at help@lunii.com.