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Magic Leap 1 Return Policy

Last Revised: March 15, 2020

What can we help with?

<u>Return Policy</u>

- Warranty Policies

This Magic Leap Return Policy is incorporated into Magic Leap's Terms of Sale or such other agreement that has been signed by you and Magic Leap for the purchase of Magic Leap devices or Accessories* (each a "**Purchased Item**"). If you purchased your Purchased Item from one of our authorized retailers or resellers, different or additional terms may apply.

Magic Leap is based in the U.S., but is excited to welcome (with a special "cheers," "bonjour," and "guten tag") residents of jurisdictions where we make Purchased Items available for commercial sale (our "**International Friends**"). Your particular country or jurisdiction may have enacted certain laws, statutes, or other legislation that apply to your order and which cannot be derogated from by contract. We want to be crystal clear — nothing in this policy affects your legal rights under the laws applicable in your country or jurisdiction. We've noted below where our International Friends may be entitled to different or additional terms based on applicable laws (referred to as the "special terms" throughout this policy and in our other agreements for our platform). You can find the <u>special terms</u> that may apply to our International Friends at the end of this policy.

Our Return Policy

If you want to make a return or cancel an order, please keep the following things in mind:

Return of Purchased Items. We accept returns of Purchased Items that were purchased directly from Magic Leap provided that they are unused, in the original packaging (i.e. Magic Leap devices must be inside the original, unopened box and the seal on the box must not be tampered with or broken in any manner; Accessories must have all tags (if applicable) and be enclosed in the original packaging), and returned **within 14 days** from the date your Purchased Items was delivered to you or, if purchased or picked up through a retail location, the date of purchase or pickup. If you purchased a Magic Leap device or an Accessory from one of our authorized retailers or resellers, please visit the authorized retailer's or reseller's store or contact the authorized retailer or reseller to return it. If you received a Purchased Item (for example, a Hub) as part of a suite (including a program, membership, bundle or other combination of products or services), see the **Return of Suites** section below.

Friendly reminder to our International Friends, our Return Policy is in addition to and does not replace or affect any cancellation right you may be entitled to. Further details about your options are set out below under our <u>special terms</u>.

Return of Service Plans. The fees for any of our service plans (including service plans that are incorporated into suites, bundles or other combinations of products or services) may be refunded only if none of the services in the plan have been used or activated, as determined by Magic Leap in our discretion, and the service plan is returned within 14 days from the date of purchase.

Return of Suites. The fees for any of our suites (or any other combinations of products or services) may be refunded only if the **entire suite** is returned within 14 days from the date of purchase. For example, you may not separately return any Purchased Items that you received as part of a suite (e.g., you may not return a Hub that you received as part of a suite separately from the rest of the suite).

Return of Magic Leap World Apps and In-App Materials. View our Account Terms and Conditions for details on how to request a refund for an App or In-App Materials you acquired through Magic Leap World.

Return of Enterprise Solutions. If you have purchased an application from Magic Leap on behalf of your enterprise through our enterprise distribution channel, please refer to the payment and return provisions in your agreement with Magic Leap for information regarding returns and/or refunds.

Cancel an Order. If your Purchased Item hasn't shipped yet, you

may be able to cancel your purchase by contacting <u>Customer</u> <u>Care</u>. Orders cancelled prior to shipment will be eligible to receive a full refund. If your Purchased Items have already shipped, you'll need to wait until you receive your order and then return it.

How to Make a Return. To request a return or exchange:

- 1. **Contact Customer Care**. Contact our <u>Customer Care</u> team to get your return or exchange started.
- 2. **Prepare for Shipment**. If you're returning a Magic Leap device, Customer Care will send you a free shipping box and pre-paid return labels (unless you still have your original Magic Leap device shipping box on-hand). If you're returning an Accessory, we may direct you to one of our authorized partners, send you a

★ 3. shipping box and pre-paid return label, or ask you to return your Accessory in your own shipping box and refund you the cost of shipping. If we send you shipping materials, your Purchased Item must be returned to Magic Leap with the shipping materials we give you.

Drop off your Shipment. Make sure the original packaging for your Purchased Items are securely packed in the shipping box and take it to a drop-off location operated by Magic Leap's shipper.

Refunds. When we issue you a refund, it is generally issued to the payment method you used to make your purchase. The time it takes to process your refund will depend, in part, on your method of payment. Refunds issued to credit cards are generally made within 3-5 business days from the date Magic Leap confirms receipt of the returned item. Refunds issued via check or wire are generally refunded within 14 business days from the date the returned item is received by Magic Leap. It may also take longer to process your refund if you purchased a third-party Accessory.

Returning a Gift. If you return a Magic Leap device, Accessory, or service plan that was gifted to you, we will generally issue a refund to the payment method used to purchase the gift. To initiate your return, please contact our <u>Customer Care</u> team and provide them with the order confirmation number. If your gift was bought from one of our authorized retailers or resellers, please visit the authorized retailer's or reseller's store or contact the authorized retailer or reseller to return it.

Warranty Claims. Not eligible for a return? You may still be able to repair or exchange your Purchased Item though our One-Year Limited Warranty Policy or our Extended Warranty Policy.

Note Regarding Accessories

"Accessories" mean any items that are sold by Magic Leap separately from a Magic Leap device, even if they also come in the box with the purchase of a Magic Leap device. For example, when the Control, any chargers, or Fit Kit are sold separately, they are Accessories. We also consider other products manufactured by Magic Leap (e.g., the Hub, shoulder strap, carry case), and third-party products to be Accessories when sold by Magic Leap.

Special Terms for our International Friends

Hey, International Friends! These special terms set forth additional rights and supplemental terms that may apply to you and your Product. If there is a provision in this policy that is inconsistent with these special terms, the applicable special terms for your jurisdiction will apply.

European Union

The following special terms apply if you are a resident in the United Kingdom ("UK") or the European Union (collectively, "**EU Customers**"):

- If you are an EU Customer and qualify as a consumer (i.e., you are a natural person who enters into this Agreement for purposes that predominantly are outside your trade, business or profession), you have the right to cancel your contract within 14 days without giving any reason by following the process below:
 - To exercise the right to cancel, contact our Customer Care team and clearly state that you have decided to cancel your purchase. You may use the model cancellation form below, but it is not obligatory.
 - To meet the cancellation deadline, you must notify us of your cancellation or send back the Purchased Items using the steps outlined on our <u>Customer Care</u> site no later than: (1) 14 days from the date we delivered the Purchased Items to you, or (2) if you ordered multiple Purchased Items, no later than 14 days from the date your last Purchased Item was delivered to you.
 - If you cancel your purchase as set out above, we will reimburse all payments we receive from you for the returned Purchased Items, including the cost of delivery (except for the additional costs resulting from you choosing a delivery method other than the cheapest standard delivery offered by us), without undue delay (but not later than 14 days after the date we receive your notification to cancel your purchase). However, we may delay reimbursement until we have received the applicable Purchased Item or evidence that you returned the applicable Purchased Item to us. We will issue the reimbursement to the payment method you used to purchase the Purchased Items, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement. We may make a deduction from the reimbursement for loss in value of any Purchased Items supplied, if the loss is the result of unnecessary handling by you.
 - You are only liable for any diminished value of the Purchased Items as a result of cancellation to the extent resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.
 - This is a model cancellation form you can fill out and send back to us. If you have your proof of purchase handy, please attach that to your email to care@magicleap.com or letter. Please <u>contact us</u> if you have any questions.

To Magic Leap, Inc., 7500 W Sunrise Blvd, Plantation, FL 33322, email address: care@magicleap.com,

I hereby give notice that I am cancelling my contract for the sale of the following items:

Item names: Ordered on: Received on: Consumer name and address: Consumer signature (if a paper form is sent to Magic Leap): Today's date:

Our Address. Magic Leap, Inc., 7500 West Sunrise Blvd., Plantation, Florida 33322 USA.