

Subscription Agreement

Last updated: July 20, 2025

Vesync (US) Corporation and its affiliates (referred to as "**VeSync**", "**us**", "**we**", or "**our**" as the context may require) and parties other than VeSync (each a "**Seller**" and collectively as "**Sellers**") sell products through the VeSync Mobile Application (the "**Application**") and Vesync.com Website (including all related documentation, the "**Website**"). This Auto-Renewal Subscription Agreement (the "**Agreement**") applies **ONLY** to the Auto-Subscription of products from Vesync (US) Corporation through the Application and the Website. Any changes to the Agreement will be in effect as of the "Last Updated Date" referenced on the Application and/or the Website. You should review the Agreement prior to Subscription that is available through this Application and/or the Website.

WHEREAS, filters are integral parts of air purifier products, household heating, ventilation and air conditioning ("HVAC") system and/or similar products and have limited lifespan when used repeatedly, and due to the disposable nature of filters, replacements are necessary for the consistent performance and proper functioning of Products.

WHEREAS, you intend to establish an automatic purchase schedule of replacement filter for certain products.

The Agreement is an integral part of the [Terms and Conditions](#) of Sale and [Terms of Use](#) that apply generally to the use of our Application and the Website. You should also carefully review our [Privacy Policy](#) before placing an order for products or services through this Application and the Website.

1. Auto-Renewal Subscription and Cancellation

(a) **Consent to Auto-Renewal Subscribe.** By clicking the "**Subscribe**" button in the user interface, and upon our verification of your payment methods that you submit to us, you expressly consent to the Auto-Renewal Subscription. You could choose the mode of your Auto-Renewal Subscription: (1) Lifespan Subscription; (2) Periodical Subscription; and/or (3) other Subscription modes listed in the Application and/or Website.

(b) **Compatibility.** You acknowledge that you have verified the compatibility of the products you are purchasing with other equipment in your home (e.g., ensuring that your HVAC system is compatible with the filter you select). You are solely responsible for determining the compatibility of the products with other equipment in your home, and you accept that lack of compatibility is not a valid claim under the warranty provided with your Products and does not otherwise constitute a basis for receiving a refund after the 30-day refund policy.

(c) **Cancellation.**

Cancelled by you. You may cancel the SUBSCRIPTION at any time by clicking the "**Cancel Subscription**" button in the user interface. Upon our notice confirming that the cancellation has

been processed successfully, you will be released from the recurring payment obligations. Further Auto-Renewal Subscription fees will no longer be billed to you.

Cancelled by VeSync. VeSync reserves the right to cancel or refuse any order for any reason at any time prior to shipment, including after an order has been submitted, whether or not the order has been confirmed. We may attempt to contact you if all or a portion of your order is cancelled, or if additional information is needed to complete and accept your order.

2. Shortages of Product.

(a) Shortages of Product in AVAILABILITY may occur. When Products are NOT available, we will not attempt to bill you any expense. However, under extremely rare circumstance, our system may have charged you by error, for which we will provide a refund.

(b) **DISCLAIMER. WE SHALL NOT BE HELD LIABLE FOR LIMITED AVAILABILITY. ANY UNSUCCESSFUL TRANSACTION RESULTING FROM PRODUCT SHORTAGES SHALL NOT BE DEEMED AS OUR BREACH OF THIS AGREEMENT.**

3. Billing and Payment

(a) Billing. By subscribing, you authorize us to charge you a recurring fee for the PRODUCTS. The fee is the PRODUCTS' PRICE plus all applicable taxes. We reserve the right to increase the PRODUCTS' PRICE upon prior written notice to you. However, such increases will not apply unless you expressly consent to the new PRODUCTS' PRICE. If you do not consent, we will cancel your Auto-Renewal SUBSCRIPTION.

(b) Recurring Billing. The billing cycle will be subject to AVAILABILITY, we charge you the PRODUCTS' PRICE automatically every time we ship PRODUCTS to you. We will provide you with notice and an opportunity to cancel before each shipment.

(c) Incomplete Transactions. Upon any declined, missed, or failed SUBSCRIPTION payments, we may, in our sole discretion, cancel your SUBSCRIPTION. We will provide you with notice regarding the incomplete transaction.

(d) Tax. The PRODUCTS' PRICE does not include applicable taxes.

(e) Bank Fees. Depending on your debit/credit card service provider, additional charges may apply. We will notify you before applying these additional charges.

4. Shipment.

(a) For the Lifespan Subscription, the timing of such shipment will be based on the depletion rate of PRODUCTS previously purchased, estimated from the usage data we collect. We will provide you with notice and opportunity to cancel before each shipment.

(b) For the Periodical Subscription, you may set and modify your preference for the time length of one cycle. We will provide you with notice and opportunity to cancel before each shipment.

(c) For other Auto-Renewal Subscription modes, the conditions and terms will be listed in the Application and/or Website.

5. General Provisions

(a) Effective Date – The Agreement and your Subscription shall be effective upon your acceptance of the Subscription under Section 1 above and our successful verification of payment method. We will confirm your Subscription in a written Notice to You.

(b) Warranties, returns, and other terms of use are included in our Warranty Policy, Privacy Policy, Terms of Use, Terms and Conditions of Sale and Return Policy(collectively “Entire Agreements”). In the event that the terms of this AGREEMENT with the terms of the Entire Agreements, the terms of this AGREEMENT shall prevail.

(c) If any provision of this Agreement is invalid, illegal, void or unenforceable, then that provision will be deemed severed from this Agreement and will not affect the validity or enforceability of the remaining provisions of this Agreement.

6. Definitions

All capitalized terms used herein and not otherwise defined in this **Auto-Renewal Subscription Agreement** shall have the meanings set forth below:

Availability shall mean the number of available PRODUCTS that SELLER is able to ship from its stock before each recurring purchase pursuant to the SUBSCRIPTION mode.

Lifespan Subscription shall mean SUBSCRIPTION by you, subject to AVAILABILITY and based upon the depletion status of PRODUCT'S LIFESPAN.

Periodical Subscription shall mean SUBSCRIPTION by you, subject to AVAILABILITY and at a frequency as instructed by you.

Products shall mean the products listed online for sales by VeSync, and for the purpose of this AGREEMENT, shall mean filters for air purifier products.

Products' Price shall mean the amount for which the PRODUCT can be purchased in the listing of the PRODUCT as is in USD.

Products' Lifespan shall mean the time period as estimated or reasonably calculated by VeSync in which PRODUCTS are able to be used and provide standard performance.

Auto-Renewal Subscription ("Subscription" as the context may require) shall mean the recurring purchase of PRODUCTS pursuant to the AGREEMENT.