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RETURNS & WARRANTY

Orbotix Return and Refunds Policy and Orbotix Warranty

Thanks for your interest in the products and services of Orbotix Inc. (“Orbotix”). Orbotix provides physical goods, including Sphero and inductive charger (the “Physical Product” or “Product”).

Orbotix also provides digital goods. These goods and services include gaming applications that may be purchased and in-game digital items (“Points” or “Virtual Goods”).

30 Day Return Policy: Physical Product

If you are not satisfied with your purchase of the Physical Product, Orbotix’s return policy allows you to return the Product purchased by you directly from Orbotix after obtaining a Orbotix return material authorization (“RMA”) during the 30 day period following date of shipment by Orbotix. If the Product is returned unused, undamaged, in its original condition, and in the original packaging in accordance with this policy, we will exchange it or offer a refund of the purchase price paid, which refund will be made by crediting the account used to make the original purchase. The RMA may be obtained by contacting <mailto:support@orbotix.com>. The Product must be received by Orbotix within 10 days after issuance of the RMA.

All Products must be packed in the original, unopened and unmarked packaging including any accessories, manuals, documentation, and registration that shipped with the Product. A \$15.00 open box fee will be assessed on any opened hardware or accessory, and damage and missing part restocking fees may apply. The RMA number must be included with the returned Product.

Shipping and handling charges, gift wrap fees, and taxes paid (e.g., state, customs, VAT) are not refundable. You are responsible for and must prepay all shipping charges and you shall assume all risk of loss or damage to the Product while in transit to Orbotix. If you return Product to Orbotix (a) without a RMA from Orbotix, (b) beyond the 10 day RMA issuance period, or (c) without proper packaging, Orbotix 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. Please allow a minimum of 4 weeks for Orbotix to credit the account used to make the original purchase.

No Refunds and Returns on Digital Goods or Services

In no way can Points or Virtual Goods be redeemed for “real world” money, goods, or other items of monetary value from any party. Transfers of Points are strictly prohibited. This means you may not buy or sell Points or Virtual Goods for “real world” money or otherwise exchange Virtual Goods for value outside of the games. You may not transfer, buy or sell Points to other Orbotix customers.

You also agree that all sales Virtual Goods are final. No refunds will be given by Orbotix or Orbotix’s third party payments providers. Other than a limited, revocable, non-transferable license to use Virtual Goods in the games, you have no right in or title to such Virtual Goods. In the event that your account is terminated or suspended for any reason, in Orbotix’s sole and absolute discretion, or if Orbotix discontinues its Services or games, you forfeit any and all Points and Virtual Goods. Orbotix has the absolute right to manage, regulate, control, modify, and/or eliminate Points and/or Virtual Goods as it sees fit in its sole discretion, and Orbotix shall have no liability to you or anyone for the exercise of such rights.

1 Year Limited Warranty

Orbotix warrants the Physical Product, and only the Physical Product, against defects in materials and workmanship under normal use for a period of 1 year from the date of retail purchase by the original purchaser (“Warranty Period”). Under this Limited Warranty, if a hardware defect arises and a valid claim is received by Orbotix within the Warranty Period, at its option and to the extent permitted by law, Orbotix will either (1) repair the Product at no charge, using new or refurbished replacement parts or (2) exchange the Product with a new or refurbished Product. In the event of a defect, to the extent permitted by law, these are your sole and exclusive remedies.

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

When a Product or part of the Product is exchanged, any replacement item becomes your property and the replaced item becomes Orbotix's property. Parts provided by Orbotix in fulfillment of its warranty obligation must be used in Products for which warranty service is claimed.

Instructions to Obtain Warranty Service: To obtain warranty service, you must deliver the Product, freight prepaid, in either its original packaging or packaging providing an equal degree of protection, to the address specified by Orbotix. In accordance with applicable law, Orbotix 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, software, or other materials you may have stored or preserved on the Product. It is likely that such data, software, or other materials will be lost or reformatted during service, and Orbotix will not be responsible for any such damage or loss. For specific instructions on how to obtain warranty service on your Product, visit the Orbotix website at support.gosphero.com.

Exclusions and Limitations: This warranty covers the normal and intended use of Sphero. It applies only to the hardware product "Sphero" manufactured by or for Orbotix, Inc. that can be identified by the "Sphero" trademark, trade name or logo affixed to it. The Limited Warranty does not apply to any non-Orbotix hardware product or any software, even if packaged or sold with the Sphero hardware product. Refer to the software license agreement accompanying the software for details of your rights with respect to its use.

Orbotix does not warrant that the operation of Sphero will be uninterrupted or error-free. Orbotix is not responsible for damage arising from failure to follow instructions relating to Sphero's use.

This warranty does not apply to: (a) consumable parts, such as batteries, 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-Sphero products; (d) damage caused by accidents, misuse, abuse, neglect, misapplication, fire, water, lightning or other acts of nature; incorrect electrical line voltage, fluctuations or surges; damage caused by improper installation; product alteration or modification; improper or unauthorized repair; exterior finish or cosmetic damage; (e) damage caused by operating Sphero outside the intended uses described by Orbotix; (f) defects caused by normal wear and tear or otherwise due to the normal aging of the Sphero product.

THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE LISTED AND DESCRIBED ABOVE, AND NO WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, SHALL APPLY AFTER THE EXPRESS WARRANTY PERIOD STATED ABOVE, AND NO OTHER EXPRESS WARRANTY OR GUARANTEE GIVEN BY ANY PERSON, FIRM OR CORPORATION WITH RESPECT TO THIS PRODUCT SHALL BE BINDING ON ORBOTIX.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, ORBOTIX IS NOT RESPONSIBLE FOR LOSS OF 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, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THIS PRODUCT, OR ANY BREACH OF ANY WARRANTY OR CONDITION REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF ORBOTIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR SHALL RECOVERY OF ANY KIND AGAINST ORBOTIX BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF SPHERO. WITHOUT LIMITING THE FOREGOING, PURCHASER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO PURCHASER AND PURCHASER'S PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THIS PRODUCT SOLD BY ORBOTIX NOT CAUSED DIRECTLY BY THE GROSS NEGLIGENCE OF ORBOTIX. THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THIS PRODUCT, IS NONTRANSFERABLE AND STATES YOUR EXCLUSIVE REMEDY.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

Governing Law and Arbitration. This Limited Warranty shall be governed by the laws of the State of Colorado without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. Any claim or dispute in connection with this Limited Warranty shall be resolved in a cost effective manner through binding non-appearance-based arbitration. The arbitration shall be initiated through an established alternative dispute resolution provider mutually agreed upon by the parties. The alternative dispute resolution provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written

submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the foregoing arbitration clause does not apply for any reason, you agree to submit to the personal jurisdiction of the state courts located within San Francisco County, California and the federal courts in the Northern District of California for the purpose of litigating all such claims or disputes, which courts shall have exclusive jurisdiction of such claims or disputes.

Notwithstanding the foregoing, Orbotix may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.

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Mon-Fri 8am-6pm MST

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