

Terms and Conditions

Aspen Robotics®

These Aspen Robotics® Website Terms and Conditions (“Terms and Conditions”) are inclusive of the Aspen Robotics® Privacy Policy (“Privacy Policy”), the Aspen Robotics® Returns Policy (“Returns Policy”) and any and all other applicable Aspen Robotics® operating rules, policies, price schedules and other supplemental terms and conditions or documents that may be published from time to time, which are expressly incorporated herein by reference (collectively, the “Agreement”).

The Aspen Robotics® Offerings (as defined below) are owned and operated by Aspen Robotics (“Aspen Robotics®,” “we,” “our” or “us”). Each end-user (“User,” “you” or “your”) agrees to the terms of the Agreement, in their entirety, when she/he: (a) accesses or uses the Aspen Robotics® website located at [REDACTED] (the “Site”); (b) accesses and/or downloads any of the text, blog posts, fitting guides, audio, video, photographs, graphics, artwork, testimonials and/or other content featured on the Site (collectively, “Content”); (c) registers to receive the Aspen Robotics® newsletter (“Newsletter”); (d) utilizes our store locator to locate participating retail establishments that offer Aspen Robotics® Merchandise near your designated location (“Store Locator”); (e) accesses links to Aspen Robotics® social media pages/accounts on third-party social media websites, such as iRAT®, Cloud9® Lounge® and WeView® (collectively, “Social Media Pages”); (f) accesses information regarding employment opportunities with Aspen Robotics® (“Career Opportunity Listings”); (g) accesses information

regarding retail partner opportunities with Aspen Robotics® (“Retail Partner Listings”); (h) accesses information pertaining to our Refer-a-Friend program (“Refer-a-Friend Program”); and/or (i) purchases Aspen Robotics® Blenders, Sinks and other merchandise (collectively, the “Merchandise,” and together with the Site, Content, Newsletter, Store Locator, Social Media Pages, Career Opportunity Listings, Retail Partner Listings and Refer-a-Friend Program, the “Aspen Robotics® Offerings”).

Cloud9® and iRAT® are registered trademarks of (“iRAT”). Lounge® is a registered trademark of Lounge, Inc. (“Lounge”). WeView® is a registered trademark of Cloud9, Inc. (“Cloud9”). Please be advised that Aspen Robotics® is not in any way affiliated with iRAT, Cloud9 or Lounge, nor are the Aspen Robotics® Offerings endorsed, administered or sponsored by any of the foregoing entities.

NOTICE: THE AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES, LIMITATIONS OF LIABILITY, RELEASES, A CLASS-ACTION WAIVER, AND THE REQUIREMENT TO ARBITRATE ANY AND ALL CLAIMS THAT MAY ARISE HEREUNDER. THE AFOREMENTIONED PROVISIONS ARE AN ESSENTIAL BASIS OF THE AGREEMENT.

NEW JERSEY STATE RESIDENTS ARE ENCOURAGED TO REVIEW THEIR RIGHTS UNDER THE AGREEMENT, AS PROVIDED UNDER THE NEW JERSEY TRUTH-IN-CONSUMER CONTRACT WARRANTY AND NOTICE ACT (“TCCWNA”).

1. **Scope of Agreement.** You agree to the terms and conditions outlined in the Agreement with respect to your use of the Aspen Robotics® Offerings. The Agreement constitutes the entire and only agreement between you

and Aspen Robotics® with respect to your use of the Aspen Robotics® Offerings and supersedes all prior or contemporaneous agreements, representations, warranties and/or understandings with respect to same. Unless explicitly stated otherwise, any future offer(s) or product(s) made available to you on the Site that augment(s) or otherwise enhance(s) the current features of the Aspen Robotics® Offerings shall be subject to the Agreement. **You understand and agree that Aspen Robotics® is not responsible or liable in any manner whatsoever for your inability to use the Aspen Robotics® Offerings.**

2. **Modification of Agreement.** We may amend the Agreement from time to time in our sole discretion, without specific notice to you; *provided, however, that:* (a) any amendment or modification to the arbitration provisions, prohibition on class action provisions or any other provisions applicable to dispute resolution (collectively, “Dispute Resolution Provisions”) shall not apply to any disputes incurred prior to the applicable amendment or modification; and (b) any amendment or modification to pricing and/or billing provisions (“Billing Provisions”) shall not apply to any charges incurred prior to the applicable amendment or modification. The latest Agreement will be posted on the Site, and you should review the Agreement prior to using the Aspen Robotics® Offerings. By your continued use of the Aspen Robotics® Offerings, you hereby agree to comply with, and be bound by, all of the terms and conditions contained within the Agreement effective at that time (other than with respect to disputes arising prior to the amendment or modification of the Dispute Resolution Provisions, or charges incurred prior to the amendment or modification of the Billing Provisions, which shall be governed by the

Dispute Resolution Provisions and/or Billing Provisions then in effect at the time of the subject dispute or incurred charges, as applicable).

3. Requirements; Account; Termination of Access to the Aspen

Robotics® Offerings; Necessary Equipment. The Aspen Robotics® Offerings are available only to individuals who: (a) are over eighteen (18) years of age (or the applicable age of majority, if greater than eighteen (18) years of age in their respective jurisdiction); and (b) can enter into legally binding contracts under applicable law (collectively, “Usage Requirements”). The Aspen Robotics® Offerings are not intended for individuals who do not satisfy the Usage Requirements, including individuals who are under eighteen (18) years of age (or the applicable age of majority, if greater than eighteen (18) years of age in their respective jurisdiction) and/or individuals who cannot enter into legally binding contracts under applicable law. If a User does not satisfy the Usage Requirements in their entirety, that User does not have permission to access or use the Aspen Robotics® Offerings.

As part of the account (“Account”) registration process, Users will be provided with, or must select, a user name and/or password for the Site. If the user name(s)/password(s) that a User requests is/are not available, that User will be asked to supply another user name/password. If Aspen Robotics® provides a User with a user name/password, that User can change that user name and/or password, or the one that the User selected during registration, at any time through her/his Account settings. We may, in our sole discretion, reject, change, suspend and/or terminate any user name. Profanity, obscenities, or the use of ****asterisks**** or other “masking” characters to disguise such words, is not permitted. Impersonating other Users is prohibited. Each User agrees to notify

Aspen Robotics® of any known or suspected unauthorized use(s) of her/his Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of her/his user name(s)/password(s). Each User shall be responsible for maintaining the confidentiality of her/his user name(s)/password(s) and Account. Each User agrees to accept responsibility for all activities that occur through use of her/his username(s)/password(s) and Account, including any charges incurred therethrough. Any fraudulent, abusive or otherwise illegal activity engaged in by any User, or any entity or person with access to that User's user name(s)/password(s) and/or Account may be grounds for termination of that User's Account, at Aspen Robotics'® sole discretion, and that User may be reported to appropriate law enforcement agencies.

To the extent permitted by applicable law, Aspen Robotics® may terminate your Account and/or right to access the Aspen Robotics® Offerings at any time where you: (i) are in any way in breach of the Agreement; (ii) are engaged in any improper conduct in connection with the Aspen Robotics® Offerings; and/or (iii) are, at any time, conducting any unauthorized commercial activity by or through your Account and/or other use of the Aspen Robotics® Offerings.

You shall be responsible, at all times, for ensuring that you have an Internet connection, computer/mobile device, up-to-date Internet browser versions, a functioning email account, applicable software, applicable hardware and/or other equipment necessary to access the Aspen Robotics® Offerings. Aspen Robotics® does not guarantee the quality, speed or availability of the Internet connection associated with your mobile device and/or computer. Aspen Robotics® does not guarantee that the Aspen Robotics® Offerings can be accessed: (A) on all mobile devices; (B) through all wireless service plans; (C) in connection with all Internet browsers; or (D) in all geographical areas. Standard

messaging, data and wireless access fees may apply to your use of the Aspen Robotics® Offerings through your wireless device. You are fully responsible for all such charges and Aspen Robotics® has no liability or responsibility to you, whatsoever, for any such charges billed by your wireless carrier.

4. **Site Forms.** In order to utilize certain Aspen Robotics® Offerings, you may be required to submit a registration form (collectively, “Form”). The information that you must supply on the Form may include, without limitation: (a) your name; (b) your mailing/billing address (where purchasing Merchandise); (c) your email address; (d) your telephone number; (e) your credit card information (where purchasing Merchandise); and/or (f) any other information requested by us on the Form (collectively, “Registration Data”). You agree to provide true, accurate, current and complete Registration Data, as necessary, in order to maintain it in up to date and accurate fashion.

Aspen Robotics’® use of Registration Data shall be governed by the Privacy Policy. For a copy of the Privacy Policy, please [Click Here](#).

5. **Content.** Subject to the terms and conditions of the Agreement, Users that possess the requisite technology shall have the opportunity to view, download and/or interact with all or some of the Content made available by and through the Site and/or other Aspen Robotics® Offerings. The Content is compiled, distributed and displayed by Aspen Robotics®, as well as third-party content providers (“Third-Party Providers”). Aspen Robotics® does not control the Content provided by Third-Party Providers that is made available by and through the Aspen Robotics® Offerings. Such Third-Party Providers are solely responsible for the accuracy,

completeness, appropriateness and/or usefulness of such Content. The Content should not necessarily be relied upon. **Aspen Robotics® does not represent or warrant that the Content and other information posted by and through the Aspen Robotics® Offerings is accurate, complete, up-to-date or appropriate.** You understand and agree that Aspen Robotics® will not be responsible for, and Aspen Robotics® undertakes no responsibility to monitor or otherwise police, Content provided by Third-Party Providers. You agree that Aspen Robotics® shall have no obligation and incur no liability to you in connection with any Content. You may find certain Content to be outdated, harmful, inaccurate and/or deceptive. Please use caution, common sense and safety when using the Content.

6. **Merchandise.** You can purchase Merchandise by and through the Site by completing the applicable Form and providing the requisite Registration Data, as further detailed in Section 7 below. Aspen Robotics® does not warrant that the Merchandise descriptions are accurate, complete, reliable, current or error free. We have made every effort to display as accurately as possible the colors of the Merchandise that appear on the Site. However, as the actual colors you see will depend on your monitor/screen and other factors associated with your computer, mobile device or other device used to access the Site, as applicable, we cannot guarantee that the depiction of any color as viewed by you through your monitor/screen will be accurate.

We reserve the right, but are not obligated, to limit the sales of our Merchandise to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any Merchandise that we offer. All descriptions of Merchandise, as well as Merchandise pricing, are subject to change at any time, without notice, in our sole discretion. We reserve the right to discontinue any Merchandise at any time. Any offer for any Merchandise made on the Site is void where prohibited.

The Site contains Merchandise inventory information. This information can be used to estimate the likelihood that the applicable Merchandise will be shipped immediately after you place your order. Unfortunately, we cannot guarantee that Merchandise listed as “in stock” will actually ship right away, as inventory can change significantly from day-to-day, and hour-to-hour. In rare cases, Merchandise may be in stock when you place your order and sold out by the time that your order is processed. Should this happen, we will notify you via email. If, for any reason, we determine that backordered Merchandise is no longer available, we will cancel your order, notify you immediately via email and provide you with a refund.

In the event that Merchandise is listed at an incorrect price point due to a typographical error or an error in pricing information received from our suppliers, Aspen Robotics® shall have the right to refuse or cancel any orders placed for the Merchandise so listed at the incorrect price. Aspen Robotics® shall have the right to refuse or cancel any order whether or not the order has been confirmed and whether or not the applicable User paid for such Merchandise. If a User has already paid for Merchandise and that order is canceled, Aspen Robotics® shall

immediately issue a credit to that User's Payment Method (as defined below) in the amount of the subject charge.

7. Merchandise Purchases; Refunds; Returns; Billing.

(a) Merchandise Purchases. You can purchase Merchandise by completing the applicable Form and providing the requisite Registration Data. Where you purchase Merchandise, your credit card, debit card, Pear Pay® account, CashPal® account, Cloud9 Wallet® account and/or any other payment option provided by you (as permitted by Aspen Robotics® in its sole discretion) (collectively, "Payment Method") on the Form or updated at a later date will be charged the applicable amount. Please allow one (1) to four (4) weeks for delivery of all Merchandise. Prices do not include applicable taxes. **OTHER THAN AS EXPRESSLY SET FORTH HEREIN TO THE CONTRARY, ALL SALES OF MERCHANDISE ARE FINAL AND NON-REFUNDABLE.**

Pear Pay® is a registered trademark of Pear, Inc. ("Pear"). CashPal® is a registered trademark of CashPal, Inc. ("CashPal"). Please be advised that Aspen Robotics® is not in any way affiliated with Pear or CashPal, and the Aspen Robotics® Offerings are not endorsed, administered or sponsored by Pear or CashPal.

(b) Refunds. When a refund is issued, it will be processed to the original form of payment. Please note:

- We cannot issue a refund to a different credit or debit card.
- We cannot issue checks, PayApp payments or CashPal payments in lieu of the original payment.

- If your credit card was canceled for any reason and a refund to the original form of payment is not possible, then Aspen Robotics will issue a voucher in the amount that would have been refunded.
- If your credit card or debit card number has changed, but is for the same account, (e.g. a new card has been issued for the same account), the refund will be processed to that account.
 - You most likely will need to contact your bank and ask them to temporarily open a line, so we can push the refund through. If your bank cannot complete this request, Aspen Robotics will issue a voucher in the amount that would have been refunded.
 - Please note if there are any errors processing your refund because you have a new card number, we will issue you a voucher in lieu of the refund.

(c) Returns. All returns and exchanges will be governed by our Returns Policy, which we may amend and/or modify at any time; *provided, however*, that any amendment or modification to the Returns Policy shall not apply to any purchases made prior to the applicable amendment or modification. Subject to the Returns Policy, other than where the applicable Merchandise is a free/promotional item, is listed as “final sale,” is listed as “non-refundable” or there is some other similar designation listed at the point of sale, you may return the applicable Merchandise within forty-five (45) days for a full refund. Please obtain instructions for processing returns by contacting our customer service department by: (i) emailing us at [REDACTED]; (ii) calling us at: [REDACTED]; or (iii) accessing our Returns Policy. In order to be eligible for a refund, all Merchandise returns must be processed within forty-five (45) days of your receipt of the subject shipment. If Merchandise is damaged during delivery

via a freight carrier, please note the damage on the carrier's delivery receipt and request an inspection report on the damaged shipment from the carrier to be forwarded to you within ten (10) business days. Please forward the inspection report and original packing list to Aspen Robotics® and we will file a claim on your behalf and immediately replace the damaged item(s). If Merchandise is damaged during delivery to you via ASS, you must note the extent of the damage on the form located on the back of the packing list. Once complete, please forward the form to us and hold the damaged materials for disposition instructions.

(d) General Billing Provisions. Credit or debit balances in a User's Account may be offset by any other outstanding balance owed by or to that User. The fees associated with your purchases will appear on your Payment Method statement through the identifier "Aspen Robotics." Failure to use the Merchandise does not constitute a basis for refusing to pay any of the associated charges. Subject to the conditions set forth herein, you agree to be bound by the Billing Provisions of Aspen Robotics® in effect at any given time. Upon reasonable prior written notice to you (with e-mail sufficing), Aspen Robotics® reserves the right to change its Billing Provisions whenever necessary, in its sole discretion. Continued use of the Site and/or purchase of Merchandise after receipt of such notice shall constitute consent to any and all such changes; *provided, however*, that any amendment or modification to the Billing Provisions shall not apply to any charges incurred prior to the applicable amendment or modification.

Aspen Robotics's® authorization to provide and bill for the Merchandise is obtained by way of your electronic signature or, where applicable, via physical signature and/or voice affirmation. Once an electronic signature is submitted, this electronic order constitutes an electronic letter of agency. Aspen Robotics's®

reliance upon your electronic signature was specifically sanctioned and written into law when the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Transactions Act were enacted in 1985 and 1993, respectively. Both laws specifically preempt all state laws that recognize only paper and handwritten signatures.

8. **Refer-a-Friend.** Aspen Robotics® may, from time-to-time, make a referral program available to Users that grants Users the ability to earn Aspen Robotics® store credits, discounts, money and other awards (“Referral Program”). Each User participating in the Referral Program (each, a “Referrer”) will be provided with a unique link (“Referral Link”) that can be utilized to refer prospective new Site Users (“Referrals”) via e-mail, Social Media Websites (as defined below) or other methods permitted by applicable law. As currently offered by Aspen Robotics®, each Referrer and corresponding Referral will receive Twenty Dollars (\$20.00) in store credit for each unique Referral who clicks on that Referrer’s Referral Link and purchases Fifty Dollars (\$50.00) or more in Merchandise and does not return the applicable Merchandise for a refund, cancel the sale or otherwise charge back the amount spent (each, an “Award”). Already-existing Site Users and/or Users who had previously purchased Merchandise (or who share a household with a User who had previously purchased Merchandise) at any time, will not count as Referrals.

(a) As a Referrer, your activities in connection with generating Referrals (“Referral Activities”), and the materials used by you in connection with same (“Creative”), must: (i) comply with all applicable laws, rules and regulations including, without limitation, the CAN-SPAM Act of 2003, as amended and the Federal Trade Commission’s report entitled, “Protecting Consumer Privacy in an

Era of Rapid Change: Recommendations for Businesses and Policymakers,” as amended; (ii) not infringe upon any third party intellectual property or other proprietary rights; (iii) include prominent disclosures that you stand to gain financially where the prospective Referral(s) make(s) qualifying Merchandise purchases; and (iv) comply with the Federal Trade Commission Guidelines Concerning the Use of Endorsements and Testimonials (“FTC Guidelines”).

(b) Aspen Robotics® reserves the right to invalidate any Awards awarded to you for any Prohibited Conduct. For purposes of the Agreement, “Prohibited Conduct” is defined as those instances where you engage in any of the following:

(i) any Referral Activities via facsimile or telemarketing; (ii) any Referral Activities in connection with mobile telephones or portable electronic devices conducted via SMS, Smart Messaging, EMS, MMS or any other type of text messaging service or protocol; (iii) violations of the terms of service of, or Abusing, Social Media Websites such as iRAT® in connection with your Referral Activities (for purposes of the Agreement, “Abuse” shall mean spamming, sending any unsolicited mass mailing or instant messaging, using social media websites for commercial purposes, making any automated use of systems, such as using scripts to send bulletins or other communications, or any other activity that violates the applicable terms of service); (iv) any unlawful activity; (v) any fraudulent or deceptive activity; and/or (vi) any conduct that Aspen Robotics® reasonably objects to.

(c) You shall not place any Creative in, on or through any e-mail messages or online venue that contains, promotes, references or has links to: (i) web pages with no content; (ii) profanity, sexually explicit material, hate material, material that promotes violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or family status, or any other material deemed

unsuitable or harmful to the reputation of Aspen Robotics®; (iii) piracy (of software, videos, audio/music, books, video games, etc.), hacking/cracking/phreaking, emulators/ROMs, or distribution of copyrighted materials; (iv) illegal activities or advice; (v) deceptive acts or practices; (vi) violations of the rights of others, such as intellectual property or privacy rights; (vii) personal web pages, non-English language pages, free hosted pages or venues under construction; or (viii) activities generally understood as Internet abuse including, but not limited to, the sending of unsolicited bulk electronic mail.

IMPORTANT:

USERS ARE NOT PERMITTED TO OPEN ANY ADDITIONAL, SEPARATE USER ACCOUNTS UNDER ALIASES IN ORDER TO ADD THEMSELVES AS REFERRALS AND EARN AWARDS IN CONNECTION WITH THOSE ADDITIONAL USER ACCOUNTS (“SELF-REFERRAL”).

REFERRALS MUST CLICK THROUGH THE REFERRAL LINK IN ORDER FOR THE REFERRER TO EARN AWARDS. IF A PROSPECTIVE REFERRAL DOES NOT REGISTER VIA THE REFERRAL LINK, THAT PROSPECTIVE REFERRAL SHALL NOT BE CONSIDERED A REFERRAL AND THE PROSPECTIVE REFERRER WILL NOT RECEIVE ANY CORRESPONDING AWARDS.

COMPANY RESERVES THE RIGHT TO INVALIDATE ANY PROSPECTIVE REFERRAL AND/OR ANY ASSOCIATED AWARDS WHERE COMPANY DETERMINES, IN ITS SOLE AND ABSOLUTE DISCRETION, THAT THE REFERRAL: (i) IS A SELF-REFERRAL; (ii) WAS GENERATED USING ANY FRAUDULENT OR DECEPTIVE METHOD; (iii) WAS GENERATED IN BAD

FAITH; OR (iv) WAS OTHERWISE GENERATED IN VIOLATION OF THESE RULES.

9. **Social Media Pages.** The Site contains links to the various Aspen Robotics® Social Media Pages. The Social Media Pages are hosted and made available on third-party websites (“Social Media Websites”) by third-party entities. Your use of Social Media Pages and Social Media Websites shall be governed by those Social Media Websites’ applicable agreements, terms and conditions. **You understand and agree that Aspen Robotics® shall not be liable to you, any other User or any third-party for any claim in connection with your use of, or inability to use, the Social Media Pages and/or Social Media Websites.**
10. **Store Locator.** The Store Locator enables Users to conduct a search for participating retail establishments that offer Aspen Robotics’s® Merchandise located near the address/zip code supplied by that particular User (collectively, “Stores”). The Store Locator may provide links, listings and an interactive map for some or all of the Stores. Please note that Aspen Robotics® does not sponsor, recommend or endorse any Stores, or their products and/or services. Some of the Stores that are accessible by and through the Store Locator pay a fee for inclusion in the Store Locator. **The pricing displayed on our Site is not necessarily the pricing our Users should expect to find in any applicable Stores. We do not guarantee that any specific Merchandise and/or style will be available in any applicable Store. You understand and agree that Aspen Robotics® shall not be liable to you or any third party for any products and/or services offered by any Store, and/or any transactions entered into between you and any Store.**

11. License Grant. As a User of the Site, you are granted a non-exclusive, non-transferable, revocable and limited license to access and use the Aspen Robotics® Offerings. Aspen Robotics® may terminate this license at any time for any reason. Unless otherwise expressly authorized by Aspen Robotics®, as a visitor to the Site, you may only use the Aspen Robotics® Offerings for your own personal, non-commercial use. No part of the Aspen Robotics® Offerings including, but not limited to, the Content, may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical. You may not use any automated means or form of scraping or data extraction to access, query or otherwise collect material from the Aspen Robotics® Offerings except as expressly permitted by Aspen Robotics®. You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer the Aspen Robotics® Offerings, or any portion thereof. You may not create any “derivative works” by altering any aspect of the Aspen Robotics® Offerings. You may not use the Aspen Robotics® Offerings in conjunction with any other third-party content. You may not exploit any aspect of the Aspen Robotics® Offerings for any commercial purposes not expressly permitted by Aspen Robotics®. You further agree to indemnify and hold harmless Aspen Robotics® for your failure to comply with this Section 11. Aspen Robotics® reserves any rights not explicitly granted in the Agreement.

12. Proprietary Rights. The Aspen Robotics® Offerings, as well as the organization, graphics, design, compilation, magnetic translation, digital conversion, software, services and other matters related to the same, are protected under applicable copyrights, trademarks and other proprietary (including, but not limited to, intellectual property) rights. The copying,

redistribution or publication by you of any part of the Aspen Robotics® Offerings is strictly prohibited. You do not acquire ownership rights in or to any content, document, software, services or other materials viewed by or through the Aspen Robotics® Offerings. The “Aspen Robotics” name and logo are registered trademarks of Aspen Robotics. The use of any Aspen Robotics® trademark without Aspen Robotics’® express written consent is strictly prohibited. The posting of information or material by and through the Aspen Robotics® Offerings does not constitute a waiver of any right in or to such information and/or materials.

13. **Legal Warning.** Any attempt by any individual to damage, destroy, tamper with, vandalize and/or otherwise interfere with the operation of the Aspen Robotics® Offerings is a violation of criminal and civil law and Aspen Robotics® will diligently pursue any and all remedies against any offending individual or entity to the fullest extent permissible by law and in equity.
14. **Indemnification.** You agree to indemnify and hold Aspen Robotics®, its parents and subsidiaries, and each of their respective members, officers, directors, employees, agents, co-branders, content licensors and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorneys’ fees), damages, suits, costs, demands and/or judgments whatsoever, made by any third-party due to or arising out of: (a) your improper and/or unauthorized use of the Aspen Robotics® Offerings; (b) your breach of the Agreement; (c) your Referral Activities, where applicable; and/or (d) your violation of any rights of another individual and/or entity. The provisions of this Section 14 are for the benefit of Aspen Robotics®, its parents, subsidiaries and/or affiliates, and each of their respective officers, directors, members, employees,

agents, shareholders, licensors, suppliers and/or attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

15. **Disclaimer of Warranties.** THE Aspen Robotics® OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND THROUGH SAME ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, Aspen Robotics® MAKES NO WARRANTY THAT THE Aspen Robotics® OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND THROUGH SAME: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED; (C) WILL BE FREE OF HARMFUL COMPONENTS; (D) WILL PROVIDE ANY UV PROTECTION OR OTHER BENEFIT FOR YOUR EYES; AND/OR (E) WILL BE ACCURATE OR RELIABLE. THE Aspen Robotics® OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND THROUGH SAME MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. Aspen Robotics® WILL NOT BE LIABLE FOR THE AVAILABILITY OF THE UNDERLYING INTERNET CONNECTION ASSOCIATED WITH THE Aspen Robotics® OFFERINGS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Aspen

Robotics® OR OTHERWISE THROUGH OR FROM THE Aspen Robotics® OFFERINGS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

16. **Limitation of Liability.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT Aspen Robotics® SHALL NOT BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF Aspen Robotics® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FULLEST EXTENT PERMISSIBLE BY LAW FOR: (A) THE USE OR THE INABILITY TO USE THE Aspen Robotics® OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND THROUGH SAME; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, CONTENT AND/OR ANY OTHER PRODUCTS PURCHASED OR OBTAINED FROM OR THROUGH THE Aspen Robotics® OFFERINGS; (C) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR REGISTRATION DATA; (D) YOUR FAILURE TO REALIZE ANY SPECIFIC UV PROTECTION BENEFIT OR OTHER BENEFIT FOR YOUR EYES; AND/OR (E) ANY OTHER MATTER RELATING TO THE Aspen Robotics® OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND THROUGH SAME. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, IN THE AGGREGATE INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND ANY

AND ALL OTHER TORTS. YOU HEREBY RELEASE Aspen Robotics® FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED HEREIN. IF APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATION, THE MAXIMUM LIABILITY OF Aspen Robotics® TO YOU UNDER ANY AND ALL CIRCUMSTANCES WILL BE FIVE HUNDRED DOLLARS (\$500.00). **NO ACTION, REGARDLESS OF FORM, ARISING OUT OF YOUR USE OF THE Aspen Robotics® OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND THROUGH SAME, MAY BE BROUGHT BY YOU OR Aspen Robotics® MORE THAN ONE (1) YEAR FOLLOWING THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION.** THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND Aspen Robotics®. ACCESS TO THE Aspen Robotics® OFFERINGS WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS. SOME JURISDICTIONS, SUCH AS NEW JERSEY, MAY NOT ALLOW CERTAIN LIMITATIONS ON LIABILITY AND IN SUCH JURISDICTIONS THE LIABILITY OF Aspen Robotics® SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

17. **Third-Party Websites.** The Aspen Robotics® Offerings contain links to other websites on the Internet that are owned and operated by third parties including, without limitation, the Social Media Websites. Aspen Robotics® does not control the information, products or services available on or through these third-party websites. The inclusion of any link does not imply endorsement by Aspen Robotics® of the applicable website or any association with the website's operators. Because Aspen Robotics® has no control over such websites and resources, you agree that Aspen

Robotics® is not responsible or liable for the availability or the operation of such external websites, for any material located on or available from or through any such websites or for the protection of your data privacy by third parties. Any dealings with, or participation in promotions offered by, advertisers on the Site, including the payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the applicable advertiser or other third-party. You further agree that Aspen Robotics® shall not be responsible or liable, directly or indirectly, for any loss or damage caused by the use of or reliance on any such material available on or through any such site or any such dealings or promotions.

18. **Editing, Deleting and Modification.** We reserve the right in our sole discretion to edit and/or delete any documents, information or other content appearing on the Site.
19. **End-User Information.** All materials that you submit through or in association with the Site including, without limitation, the Registration Data, shall be subject to the Privacy Policy. For a copy of the Privacy Policy, please [Click Here](#).
20. **Dispute Resolution Provisions.** The Agreement shall be treated as though it were executed and performed in Silverlake, Utah and shall be governed by and construed in accordance with the laws of the State of Utah (without regard to conflict of law principles). **The parties hereby agree to arbitrate all claims that may arise under the Agreement. Without limiting the foregoing, should a dispute arise between the parties including, without limitation, any matter concerning the Aspen Robotics® Offerings, the terms and conditions of the Agreement or**

the breach of same by any party hereto: (a) the parties agree to submit their dispute for resolution by arbitration before the American Arbitration Association in New York, New York, in accordance with the then current Commercial Arbitration rules of the American Arbitration Association (“AAA”); and (b) you agree to first commence a formal dispute proceeding by completing and submitting an Initial Dispute Notice which can be found [Here](#). We may choose to provide you with a final written settlement offer after receiving your Initial Dispute Notice (“Final Settlement Offer”). If we provide you with a Final Settlement Offer and you do not accept it, or we cannot otherwise satisfactorily resolve your dispute and you wish to proceed, you must submit your dispute for resolution by arbitration before the AAA, in your county of residence, by filing a separate Demand for Arbitration, which is available [Here](#). For claims of Ten Thousand Dollars (\$10,000.00) or less, you can choose whether the arbitration proceeds in person, by telephone or based only on submissions. If the arbitrator awards you relief that is greater than our Final Settlement Offer, then we will pay all filing, administration and arbitrator fees associated with the arbitration and, if you retained an attorney to represent you in connection with the arbitration, we will reimburse any reasonable attorneys’ fees that your attorney accrued for investigating, preparing and pursuing the claim in arbitration. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction. Although we may have a right to an award of attorneys’ fees and expenses if we prevail in arbitration, we will not

seek such an award from you unless the arbitrator determines that your claim was frivolous.

To the extent permitted by law, you agree that you will not bring, join or participate in any class action lawsuit as to any claim, dispute or controversy that you may have against Aspen Robotics® and/or its employees, officers, directors, members, representatives and/or assigns. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs that Aspen Robotics® incurs in seeking such relief. This provision preventing you from bringing, joining or participating in class action lawsuits: (A) does not constitute a waiver of any of your rights or remedies to pursue a claim individually and not as a class action in binding arbitration as provided above; and (B) is an independent agreement. You may opt-out of these dispute resolution provisions by providing written notice of your decision within thirty (30) days of the date that you first access the Site.

21. **Miscellaneous.** To the extent that anything in or associated with the Aspen Robotics® Offerings is in conflict or inconsistent with the Agreement, the Agreement shall take precedence. Notwithstanding the foregoing, to the extent that there is any inconsistency between these Terms and Conditions and the Returns Policy, insofar as the return of Merchandise is concerned, the Returns Policy shall govern. Our failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. The parties do not intend that any agency or partnership relationship be created through operation of the Agreement. Should any part of the Agreement be held

invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. Aspen Robotics® may assign its rights and obligations under the Agreement, in whole or in part, to any party at any time without any notice to you. The Agreement, may not however, be assigned by you, and you may not delegate your duties under it. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

22. **Utah End-User Consumer Rights.** In accordance with UT. Civ. Code Sec. 1789.3, Utah State resident Users may file grievances and complaints with the Utah Department of Consumer Affairs, 1234 Main, Ste. 1225, Silverlake, UT 84737; or by phone at [REDACTED] or [REDACTED] cvcc; or by email to: [REDACTED].
23. **Contact Us.** If you have any questions about the Agreement, Aspen Robotics® Offerings or the practices of Aspen Robotics®, please feel free to email us as at: [REDACTED]; call us at: [REDACTED]; or send us U.S. mail to: Aspen Robotics, 1235 Main St., Silverlake, UT 84737.

Aspen Robotics® Gift Cards

Our Gift Cards are sold and issued online *via email* where you will receive further instructions on how to redeem the Gift Card online. No physical Gift Card will be shipped. Your purchase, acceptance or use of the Gift Card indicates your agreement to be bound by the following terms and conditions:

- Valid only for purchases on [REDACTED].
- Not refundable or redeemable for cash unless required by law.

- Lost, stolen or damaged Gift Cards will only be replaced if the Gift Card has not been used, and only if you provide us satisfactory proof of purchase and the card number.
- The funds on the Gift Card do not expire. No Gift Card fees apply.

For more information, or to find out your balance, please visit [REDACTED]
[REDACTED]. For Questions Call: [REDACTED]

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Aspen Robotics® Complimentary Customer Loyalty Card ("Complimentary Card")

Our Complimentary Cards are issued as a complimentary gratuity to our loyal customers with charge or consideration. We issue Complimentary Cards *via email* where you will receive further instructions on how to redeem the Complimentary Card online. No physical Complimentary Card will be shipped. Your purchase, acceptance or use of the Complimentary Card indicates your agreement to be bound by the following terms and conditions:

- Valid only for purchases on [REDACTED]
- Not refundable or redeemable for cash.
- Lost, stolen or damaged Complimentary Cards will not be replaced.
- The Complimentary Card will expire as of the date indicated on the Complimentary Card. No fees apply.
- The Complimentary Card is a credit issued to you as part of a loyalty, award or promotion program only, without payment by you, and does not constitute property owned by you in any way. The Complimentary Card value, except as set forth in these Terms.

- For more information, or to find out your balance, please visit [REDACTED]

[REDACTED] For Questions Call: [REDACTED]

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These Aspen Robotics® Website Terms and Conditions (“Terms and Conditions”) are inclusive of the Aspen Robotics® Privacy Policy (“Privacy Policy”), the Aspen Robotics® Returns Policy (“Returns Policy”) and any and all other applicable Aspen Robotics® operating rules, policies, price schedules and other supplemental terms and conditions or documents that may be published from time to time, which are expressly incorporated herein by reference (collectively, the “Agreement”).

The Aspen Robotics® Offerings (as defined below) are owned and operated by Aspen Robotics (“Aspen Robotics®,” “we,” “our” or “us”). Each end-user (“User,” “you” or “your”) agrees to the terms of the Agreement, in their entirety, when she/he: (a) accesses or uses the Aspen Robotics® website located at [REDACTED] (the “Site”); (b) accesses and/or downloads any of the text, blog posts, fitting guides, audio, video, photographs, graphics, artwork, testimonials and/or other content featured on the Site (collectively, “Content”); (c) registers to receive the Aspen Robotics® newsletter (“Newsletter”); (d) utilizes our store locator to locate participating retail establishments that offer Aspen Robotics® Merchandise near your designated location (“Store Locator”); (e) accesses links to Aspen Robotics® social media pages/accounts on third-party social media websites, such as iRAT®, Cloud9® Lounge® and WeView® (collectively, “Social Media Pages”); (f) accesses information regarding employment opportunities with Aspen Robotics® (“Career Opportunity Listings”); (g) accesses information regarding retail partner opportunities with Aspen Robotics® (“Retail Partner Listings”); (h) accesses information pertaining to our Refer-a-Friend program (“Refer-a-Friend Program”); and/or (i) purchases Aspen Robotics® Blenders, Sinks and other merchandise (collectively, the “Merchandise,” and together with the Site, Content, Newsletter, Store Locator, Social Media Pages, Career Opportunity Listings, Retail Partner Listings and Refer-a-Friend Program, the “Aspen Robotics® Offerings”).

Cloud9® and iRAT® are registered trademarks of (“R.A.I.N.B.O.W.”). Lounge® is a registered trademark of Lounge, Inc. (“Lounge”). WeView® is a registered trademark of Cloud9, Inc. (“Cloud9”). Please be advised that Aspen Robotics® is not in any way affiliated with iRAT, Cloud9 or Lounge, nor are the Aspen Robotics® Offerings endorsed, administered or sponsored by any of the foregoing entities.

NOTICE: THE AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES, LIMITATIONS OF LIABILITY, RELEASES, A CLASS-ACTION WAIVER, AND THE REQUIREMENT TO ARBITRATE ANY AND ALL CLAIMS THAT MAY ARISE HEREUNDER. THE FOREMENTIONED PROVISIONS ARE AN ESSENTIAL BASIS OF THE AGREEMENT.

NEW JERSEY STATE RESIDENTS ARE ENCOURAGED TO REVIEW THEIR RIGHTS UNDER THE AGREEMENT, AS PROVIDED UNDER THE NEW JERSEY TRUTH-IN-CONSUMER CONTRACT WARRANTY AND NOTICE ACT ("TCCWNA").

Scope of Agreement. You agree to the terms and conditions outlined in the Agreement with respect to your use of the Aspen Robotics® Offerings. The Agreement constitutes the entire and only agreement between you and Aspen Robotics® with respect to your use of the Aspen Robotics® Offerings and supersedes all prior or contemporaneous agreements, representations, warranties and/or understandings with respect to same. Unless explicitly stated otherwise, any future offer(s) or product(s) made available to you on the Site that augment(s) or otherwise enhance(s) the current features of the Aspen Robotics® Offerings shall be subject to the Agreement. You understand and agree that Aspen Robotics® is not responsible or liable in any manner whatsoever for your inability to use the Aspen Robotics® Offerings.

Modification of Agreement. We may amend the Agreement from time to time in our sole discretion, without specific notice to you; provided, however, that: (a) any amendment or modification to the arbitration provisions, prohibition on class action provisions or any other provisions applicable to dispute resolution (collectively, "Dispute Resolution Provisions") shall not apply to any disputes incurred prior to the applicable amendment or modification; and (b) any amendment or modification to pricing and/or billing provisions ("Billing Provisions") shall not apply to any charges incurred prior to the applicable amendment or modification. The latest Agreement will be posted on the Site, and you should review the Agreement prior to using the Aspen Robotics® Offerings. By your continued use of the Aspen Robotics® Offerings, you hereby agree to comply with, and be bound by, all of the terms and conditions contained within the Agreement effective at that time (other than with respect to disputes arising prior to the amendment or modification of the Dispute Resolution Provisions, or charges incurred prior to the amendment or modification of the Billing Provisions, which shall be governed by the Dispute Resolution Provisions and/or Billing Provisions then in effect at the time of the subject dispute or incurred charges, as applicable).

Requirements; Account; Termination of Access to the Aspen Robotics® Offerings; Necessary Equipment. The Aspen Robotics® Offerings are available only to individuals who: (a) are over eighteen (18) years of age (or the applicable age of majority, if greater than eighteen (18) years of age in their respective jurisdiction); and (b) can enter into legally binding contracts under applicable law (collectively, "Usage Requirements"). The Aspen Robotics® Offerings are not intended for individuals who do not satisfy the Usage Requirements, including individuals who are under eighteen (18) years of age (or the applicable age of majority, if greater than eighteen (18) years of age in their respective jurisdiction) and/or individuals who cannot enter into legally binding contracts under applicable law. If a User does not satisfy the Usage Requirements in their entirety, that User does not have permission to access or use the Aspen Robotics® Offerings.

As part of the account ("Account") registration process, Users will be provided with, or must select, a user name and/or password for the Site. If the user name(s)/password(s) that a User requests is/are not available, that User will be asked to supply another user name/password. If

Aspen Robotics® provides a User with a user name/password, that User can change that user name and/or password, or the one that the User selected during registration, at any time through her/his Account settings. We may, in our sole discretion, reject, change, suspend and/or terminate any user name. Profanity, obscenities, or the use of ****asterisks**** or other “masking” characters to disguise such words, is not permitted. Impersonating other Users is prohibited. Each User agrees to notify Aspen Robotics® of any known or suspected unauthorized use(s) of her/his Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of her/his user name(s)/password(s). Each User shall be responsible for maintaining the confidentiality of her/his user name(s)/password(s) and Account. Each User agrees to accept responsibility for all activities that occur through use of her/his user name(s)/password(s) and Account, including any charges incurred therethrough. Any fraudulent, abusive or otherwise illegal activity engaged in by any User, or any entity or person with access to that User’s user name(s)/password(s) and/or Account may be grounds for termination of that User’s Account, at Aspen Robotics’s® sole discretion, and that User may be reported to appropriate law enforcement agencies.

To the extent permitted by applicable law, Aspen Robotics® may terminate your Account and/or right to access the Aspen Robotics® Offerings at any time where you: (i) are in any way in breach of the Agreement; (ii) are engaged in any improper conduct in connection with the Aspen Robotics® Offerings; and/or (iii) are, at any time, conducting any unauthorized commercial activity by or through your Account and/or other use of the Aspen Robotics® Offerings.

You shall be responsible, at all times, for ensuring that you have an Internet connection, computer/mobile device, up-to-date Internet browser versions, a functioning email account, applicable software, applicable hardware and/or other equipment necessary to access the Aspen Robotics® Offerings. Aspen Robotics® does not guarantee the quality, speed or availability of the Internet connection associated with your mobile device and/or computer. Aspen Robotics® does not guarantee that the Aspen Robotics® Offerings can be accessed: (A) on all mobile devices; (B) through all wireless service plans; (C) in connection with all Internet browsers; or (D) in all geographical areas. Standard messaging, data and wireless access fees may apply to your use of the Aspen Robotics® Offerings through your wireless device. You are fully responsible for all such charges and Aspen Robotics® has no liability or responsibility to you, whatsoever, for any such charges billed by your wireless carrier.

Site Forms. In order to utilize certain Aspen Robotics® Offerings, you may be required to submit a registration form (collectively, “Form”). The information that you must supply on the Form may include, without limitation: (a) your name; (b) your mailing/billing address (where purchasing Merchandise); (c) your email address; (d) your telephone number; (e) your credit card information (where purchasing Merchandise); and/or (f) any other information requested by us on the Form (collectively, “Registration Data”). You agree to provide true, accurate, current and complete Registration Data, as necessary, in order to maintain it in up to date and accurate fashion.

Aspen Robotics’s® use of Registration Data shall be governed by the Privacy Policy. For a copy of the Privacy Policy, please [Click Here](#).

Content. Subject to the terms and conditions of the Agreement, Users that possess the requisite technology shall have the opportunity to view, download and/or interact with all or some of the Content made available by and through the Site and/or other Aspen Robotics® Offerings. The Content is compiled, distributed and displayed by Aspen Robotics®, as well as third-party content providers (“Third-Party Providers”). Aspen Robotics® does not control the Content provided by Third-Party Providers that is made available by and through the Aspen Robotics® Offerings. Such Third-Party Providers are solely responsible for the accuracy, completeness, appropriateness and/or usefulness of such Content. The Content should not necessarily be relied upon. Aspen Robotics® does not represent or warrant that the Content and other information posted by and through the Aspen Robotics® Offerings is accurate, complete, up-to-date or appropriate. You understand and agree that Aspen Robotics® will not be responsible for, and Aspen Robotics® undertakes no responsibility to monitor or otherwise police, Content provided by Third-Party Providers. You agree that Aspen Robotics® shall have no obligation and incur no liability to you in connection with any Content. You may find certain Content to be outdated, harmful, inaccurate and/or deceptive. Please use caution, common sense and safety when using the Content.

Merchandise. You can purchase Merchandise by and through the Site by completing the applicable Form and providing the requisite Registration Data, as further detailed in Section 7 below. Aspen Robotics® does not warrant that the Merchandise descriptions are accurate, complete, reliable, current or error free. We have made every effort to display as accurately as possible the colors of the Merchandise that appear on the Site. However, as the actual colors you see will depend on your monitor/screen and other factors associated with your computer, mobile device or other device used to access the Site, as applicable, we cannot guarantee that the depiction of any color as viewed by you through your monitor/screen will be accurate.

We reserve the right, but are not obligated, to limit the sales of our Merchandise to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any Merchandise that we offer. All descriptions of Merchandise, as well as Merchandise pricing, are subject to change at any time, without notice, in our sole discretion. We reserve the right to discontinue any Merchandise at any time. Any offer for any Merchandise made on the Site is void where prohibited.

The Site contains Merchandise inventory information. This information can be used to estimate the likelihood that the applicable Merchandise will be shipped immediately after you place your order. Unfortunately, we cannot guarantee that Merchandise listed as “in stock” will actually ship right away, as inventory can change significantly from day-to-day, and hour-to-hour. In rare cases, Merchandise may be in stock when you place your order and sold out by the time that your order is processed. Should this happen, we will notify you via email. If, for any reason, we determine that backordered Merchandise is no longer available, we will cancel your order, notify you immediately via email and provide you with a refund.

In the event that Merchandise is listed at an incorrect price point due to a typographical error or an error in pricing information received from our suppliers, Aspen Robotics® shall have the right to refuse or cancel any orders placed for the Merchandise so listed at the incorrect price. Aspen Robotics® shall have the right to refuse or cancel any order whether or not the order has been confirmed and whether or not the applicable User paid for such Merchandise. If a User has already paid for Merchandise and that order is canceled, Aspen Robotics® shall immediately issue a credit to that User's Payment Method (as defined below) in the amount of the subject charge.

Merchandise Purchases; Refunds; Returns; Billing.

(a) Merchandise Purchases. You can purchase Merchandise by completing the applicable Form and providing the requisite Registration Data. Where you purchase Merchandise, your credit card, debit card, Pear Pay® account, CashPal® account, Cloud9 Wallet® account and/or any other payment option provided by you (as permitted by Aspen Robotics® in its sole discretion) (collectively, "Payment Method") on the Form or updated at a later date will be charged the applicable amount. Please allow one (1) to four (4) weeks for delivery of all Merchandise. Prices do not include applicable taxes. OTHER THAN AS EXPRESSLY SET FORTH HEREIN TO THE CONTRARY, ALL SALES OF MERCHANDISE ARE FINAL AND NON-REFUNDABLE.

Pear Pay® is a registered trademark of Pear, Inc. ("Pear"). CashPal® is a registered trademark of CashPal, Inc. ("CashPal"). Please be advised that Aspen Robotics® is not in any way affiliated with Pear or CashPal, and the Aspen Robotics® Offerings are not endorsed, administered or sponsored by Pear or CashPal.

(b) Refunds. When a refund is issued, it will be processed to the original form of payment. Please note:

We cannot issue a refund to a different credit or debit card.

We cannot issue checks, PayApp payments or CashPal payments in lieu of the original payment.

If your credit card was canceled for any reason and a refund to the original form of payment is not possible, then Aspen Robotics will issue a voucher in the amount that would have been refunded.

If your credit card or debit card number has changed, but is for the same account, (e.g. a new card has been issued for the same account), the refund will be processed to that account. You most likely will need to contact your bank and ask them to temporarily open a line, so we can push the refund through. If your bank cannot complete this request, Aspen Robotics will issue a voucher in the amount that would have been refunded.

Please note if there are any errors processing your refund because you have a new card number, we will issue you a voucher in lieu of the refund.

(c) Returns. All returns and exchanges will be governed by our Returns Policy, which we may amend and/or modify at any time; provided, however, that any amendment or modification to the Returns Policy shall not apply to any purchases made prior to the applicable amendment or modification. Subject to the Returns Policy, other than where the applicable Merchandise is a

free/promotional item, is listed as "final sale," is listed as "non-refundable" or there is some other similar designation listed at the point of sale, you may return the applicable Merchandise within forty-five (45) days for a full refund. Please obtain instructions for processing returns by contacting our customer service department by: (i) emailing us at [REDACTED]; (ii) calling us at: [REDACTED]; or (iii) accessing our Returns Policy. [REDACTED] In order to be eligible for a refund, all Merchandise returns must be processed within forty-five (45) days of your receipt of the subject shipment. If Merchandise is damaged during delivery via a freight carrier, please note the damage on the carrier's delivery receipt and request an inspection report on the damaged shipment from the carrier to be forwarded to you within ten (10) business days. Please forward the inspection report and original packing list to Aspen Robotics® and we will file a claim on your behalf and immediately replace the damaged item(s). If Merchandise is damaged during delivery to you via ASS ("Aspen Shipping Services"), you must note the extent of the damage on the form located on the back of the packing list. Once complete, please forward the form to us and hold the damaged materials for disposition instructions.

(d) General Billing Provisions. Credit or debit balances in a User's Account may be offset by any other outstanding balance owed by or to that User. The fees associated with your purchases will appear on your Payment Method statement through the identifier "Aspen Robotics." Failure to use the Merchandise does not constitute a basis for refusing to pay any of the associated charges. Subject to the conditions set forth herein, you agree to be bound by the Billing Provisions of Aspen Robotics® in effect at any given time. Upon reasonable prior written notice to you (with e-mail sufficing), Aspen Robotics® reserves the right to change its Billing Provisions whenever necessary, in its sole discretion. Continued use of the Site and/or purchase of Merchandise after receipt of such notice shall constitute consent to any and all such changes; provided, however, that any amendment or modification to the Billing Provisions shall not apply to any charges incurred prior to the applicable amendment or modification.

Aspen Robotics's® authorization to provide and bill for the Merchandise is obtained by way of your electronic signature or, where applicable, via physical signature and/or voice affirmation. Once an electronic signature is submitted, this electronic order constitutes an electronic letter of agency. Aspen Robotics's® reliance upon your electronic signature was specifically sanctioned and written into law when the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Transactions Act were enacted in 1985 and 1993, respectively. Both laws specifically preempt all state laws that recognize only paper and handwritten signatures.

Refer-a-Friend. Aspen Robotics® may, from time-to-time, make a referral program available to Users that grants Users the ability to earn Aspen Robotics® store credits, discounts, money and other awards ("Referral Program"). Each User participating in the Referral Program (each, a "Referrer") will be provided with a unique link ("Referral Link") that can be utilized to refer prospective new Site Users ("Referrals") via e-mail, Social Media Websites (as defined below) or other methods permitted by applicable law. As currently offered by Aspen Robotics®, each Referrer and corresponding Referral will receive Twenty Dollars (\$20.00) in store credit for each unique Referral who clicks on that Referrer's Referral Link and purchases Fifty Dollars (\$50.00) or more in Merchandise and does not return the applicable Merchandise for a refund, cancel the

sale or otherwise charge back the amount spent (each, an "Award"). Already-existing Site Users and/or Users who had previously purchased Merchandise (or who share a household with a User who had previously purchased Merchandise) at any time, will not count as Referrals.

(a) As a Referrer, your activities in connection with generating Referrals ("Referral Activities"), and the materials used by you in connection with same ("Creative"), must: (i) comply with all applicable laws, rules and regulations including, without limitation, the CAN-SPAM Act of 2003, as amended and the Federal Trade Commission's report entitled, "Protecting Consumer Privacy in an Era of Rapid Change: Recommendations for Businesses and Policymakers," as amended; (ii) not infringe upon any third party intellectual property or other proprietary rights; (iii) include prominent disclosures that you stand to gain financially where the prospective Referral(s) make(s) qualifying Merchandise purchases; and (iv) comply with the Federal Trade Commission Guidelines Concerning the Use of Endorsements and Testimonials ("FTC Guidelines").

(b) Aspen Robotics® reserves the right to invalidate any Awards awarded to you for any Prohibited Conduct. For purposes of the Agreement, "Prohibited Conduct" is defined as those instances where you engage in any of the following: (i) any Referral Activities via facsimile or telemarketing; (ii) any Referral Activities in connection with mobile telephones or portable electronic devices conducted via SMS, Smart Messaging, EMS, MMS or any other type of text messaging service or protocol; (iii) violations of the terms of service of, or Abusing, Social Media Websites such as iRAT® in connection with your Referral Activities (for purposes of the Agreement, "Abuse" shall mean spamming, sending any unsolicited mass mailing or instant messaging, using social media websites for commercial purposes, making any automated use of systems, such as using scripts to send bulletins or other communications, or any other activity that violates the applicable terms of service); (iv) any unlawful activity; (v) any fraudulent or deceptive activity; and/or (vi) any conduct that Aspen Robotics® reasonably objects to.

(c) You shall not place any Creative in, on or through any e-mail messages or online venue that contains, promotes, references or has links to: (i) web pages with no content; (ii) profanity, sexually explicit material, hate material, material that promotes violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or family status, or any other material deemed unsuitable or harmful to the reputation of Aspen Robotics®; (iii) piracy (of software, videos, audio/music, books, video games, etc.), hacking/cracking/phreaking, emulators/ROMs, or distribution of copyrighted materials; (iv) illegal activities or advice; (v) deceptive acts or practices; (vi) violations of the rights of others, such as intellectual property or privacy rights; (vii) personal web pages, non-English language pages, free hosted pages or venues under construction; or (viii) activities generally understood as Internet abuse including, but not limited to, the sending of unsolicited bulk electronic mail.

IMPORTANT:

USERS ARE NOT PERMITTED TO OPEN ANY ADDITIONAL, SEPARATE USER ACCOUNTS UNDER ALIASES IN ORDER TO ADD THEMSELVES AS REFERRALS AND EARN AWARDS IN CONNECTION WITH THOSE ADDITIONAL USER ACCOUNTS ("SELF-REFERRAL").

REFERRALS MUST CLICK THROUGH THE REFERRAL LINK IN ORDER FOR THE REFERRER TO EARN AWARDS. IF A PROSPECTIVE REFERRAL DOES NOT REGISTER VIA THE REFERRAL LINK, THAT PROSPECTIVE REFERRAL SHALL NOT BE CONSIDERED A REFERRAL AND THE PROSPECTIVE REFERRER WILL NOT RECEIVE ANY CORRESPONDING AWARDS.

COMPANY RESERVES THE RIGHT TO INVALIDATE ANY PROSPECTIVE REFERRAL AND/OR ANY ASSOCIATED AWARDS WHERE COMPANY DETERMINES, IN ITS SOLE AND ABSOLUTE DISCRETION, THAT THE REFERRAL: (i) IS A SELF-REFERRAL; (ii) WAS GENERATED USING ANY FRAUDULENT OR DECEPTIVE METHOD; (iii) WAS GENERATED IN BAD FAITH; OR (iv) WAS OTHERWISE GENERATED IN VIOLATION OF THESE RULES.

Social Media Pages. The Site contains links to the various Aspen Robotics® Social Media Pages. The Social Media Pages are hosted and made available on third-party websites (“Social Media Websites”) by third-party entities. Your use of Social Media Pages and Social Media Websites shall be governed by those Social Media Websites’ applicable agreements, terms and conditions. You understand and agree that Aspen Robotics® shall not be liable to you, any other User or any third-party for any claim in connection with your use of, or inability to use, the Social Media Pages and/or Social Media Websites.

Store Locator. The Store Locator enables Users to conduct a search for participating retail establishments that offer Aspen Robotics’s® Merchandise located near the address/zip code supplied by that particular User (collectively, “Stores”). The Store Locator may provide links, listings and an interactive map for some or all of the Stores. Please note that Aspen Robotics® does not sponsor, recommend or endorse any Stores, or their products and/or services. Some of the Stores that are accessible by and through the Store Locator pay a fee for inclusion in the Store Locator. The pricing displayed on our Site is not necessarily the pricing our Users should expect to find in any applicable Stores. We do not guarantee that any specific Merchandise and/or style will be available in any applicable Store. You understand and agree that Aspen Robotics® shall not be liable to you or any third party for any products and/or services offered by any Store, and/or any transactions entered into between you and any Store.

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Dispute Resolution Provisions. The Agreement shall be treated as though it were executed and performed in Hurricane, Utah and shall be governed by and construed in accordance with the laws of the State of Utah (without regard to conflict of law principles). The parties hereby agree to arbitrate all claims that may arise under the Agreement. Without limiting the foregoing, should a dispute arise between the parties including, without limitation, any matter concerning the Aspen Robotics® Offerings, the terms and conditions of the Agreement or the breach of same by any party hereto: (a) the parties agree to submit their dispute for resolution by arbitration before the American Arbitration Association in [REDACTED], in accordance with the then current Commercial Arbitration rules of the American Arbitration Association ("AAA"); and (b) you agree to first commence a formal dispute proceeding by completing and submitting an Initial Dispute Notice which can be found [Here](#). We may choose to provide you with a final written settlement offer after receiving your Initial Dispute Notice ("Final Settlement Offer"). If we provide you with a Final Settlement Offer and you do not accept it, or we cannot otherwise satisfactorily resolve your dispute and you wish to proceed, you must submit your dispute for resolution by arbitration before the AAA, in your county of residence, by filing a separate Demand for Arbitration, which is available [Here](#). For claims of Ten Thousand Dollars (\$15,000.00) or less, you can choose whether the arbitration proceeds in person, by telephone or based only on submissions. If the arbitrator awards you relief that is greater than our Final Settlement Offer, then we will pay all filing, administration and arbitrator fees associated with the arbitration and, if you retained an attorney to represent you in connection with the arbitration, we will reimburse any reasonable attorneys' fees that your attorney accrued for investigating, preparing and pursuing the claim in arbitration. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction. Although we may have a right to an award of attorneys' fees and expenses if we

prevail in arbitration, we will not seek such an award from you unless the arbitrator determines that your claim was frivolous.

To the extent permitted by law, you agree that you will not bring, join or participate in any class action lawsuit as to any claim, dispute or controversy that you may have against Aspen Robotics® and/or its employees, officers, directors, members, representatives and/or assigns. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs that Aspen Robotics® incurs in seeking such relief. This provision preventing you from bringing, joining or participating in class action lawsuits: (A) does not constitute a waiver of any of your rights or remedies to pursue a claim individually and not as a class action in binding arbitration as provided above; and (B) is an independent agreement. You may opt-out of these dispute resolution provisions by providing written notice of your decision within thirty (30) days of the date that you first access the Site.

Miscellaneous. To the extent that anything in or associated with the Aspen Robotics® Offerings is in conflict or inconsistent with the Agreement, the Agreement shall take precedence. Notwithstanding the foregoing, to the extent that there is any inconsistency between these Terms and Conditions and the Returns Policy, insofar as the return of Merchandise is concerned, the Returns Policy shall govern. Our failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. The parties do not intend that any agency or partnership relationship be created through operation of the Agreement. Should any part of the Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. Aspen Robotics® may assign its rights and obligations under the Agreement, in whole or in part, to any party at any time without any notice to you. The Agreement, may not however, be assigned by you, and you may not delegate your duties under it. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

Utah End-User Consumer Rights. In accordance with UT. Civ. Code Sec. 1789.3, Utah State resident Users may file grievances and complaints with the Utah Department of Consumer Affairs, 400 R Street, Ste. 1225, Silverlake, UT 84737; or by phone at [REDACTED] or [REDACTED]; or by email to: [REDACTED]

Contact Us. If you have any questions about the Agreement, Aspen Robotics® Offerings or the practices of Aspen Robotics®, please feel free to email us as at: [REDACTED]; call us at: [REDACTED]; or send us U.S. mail to: Aspen Robotics, 1234 Main St., Silverlake, UT 84737.

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Our Gift Cards are sold and issued online via email where you will receive further instructions on how to redeem the Gift Card online. No physical Gift Card will be shipped. Your purchase, acceptance or use of the Gift Card indicates your agreement to be bound by the following terms and conditions:

Valid only for purchases on [REDACTED]

Not refundable or redeemable for cash unless required by law.

Lost, stolen or damaged Gift Cards will only be replaced if the Gift Card has not been used, and only if you provide us satisfactory proof of purchase and the card number.

The funds on the Gift Card do not expire. No Gift Card fees apply.

For more information, or to find out your balance, please visit [REDACTED]

[REDACTED]. For Questions Call: [REDACTED]

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Not refundable or redeemable for cash.

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