

## **ALEPH OBJECTS INC.**

### **Repair Service Request Terms and Conditions**

IMPORTANT: THESE REPAIR SERVICE REQUEST TERMS AND CONDITIONS (“AGREEMENT”) CONSTITUTE YOUR AGREEMENT WITH ALEPH OBJECTS, INC. (“AOI”) AND WILL APPLY TO YOUR REPAIR SERVICE REQUEST INITIATED BY SUBMISSION OF THE REPAIR SERVICE REQUEST INTAKE FORM (“INTAKE FORM”). BY CHECKING THE BOX ON AOI’S WEBSITE INDICATING THAT YOU HAVE READ AND AGREED TO THIS AGREEMENT, AND BY SUBMITTING AN AOI PRODUCT (“PRODUCT”) TO AOI ALONG WITH THE INTAKE FORM, YOU EXPRESSLY AGREE THAT YOUR RIGHTS AND RESPONSIBILITIES WITH REGARD TO YOUR PRODUCT IS CONTROLLED BY THIS AGREEMENT TO THE EXCLUSION OF ALL OTHERS. YOU MUST ACCEPT THE TERMS OF THIS AGREEMENT PRIOR TO AOI ACCEPTING SHIPMENT OF YOUR PRODUCT.

#### **1. Procedures and Services.**

1.1 Customer’s Responsibility. It is your sole responsibility to arrange shipment of your Product to AOI, complete the Intake Form, accept this Agreement, and pay both the non-refundable Evaluation Fee and Shipment Fee, as defined below (“Customer’s Initial Obligations”), or AOI may refuse to accept delivery of your Product. It is also your responsibility to promptly accept or deny, in writing, any Repair Estimate, as defined below, within ten (10) days of receipt, and make timely payment associated therewith. If the Repair Estimate is not accepted within ten (10) days of receipt, or if you do not make timely payment, you may be subject to the Holding Fee or Abandonment Rights, as defined below. AOI reserves the right to delay commencement of the services or repairs until you have fully paid the fee listed on the Repair Estimate.

1.2 AOI’s Responsibility. Upon receipt of the completed Intake Form, confirmation of your acceptance of this Agreement, and receipt of the non-refundable Evaluation Fee and Shipment Fee by AOI, AOI agrees to analyze and diagnose the Product and provide you an initial written estimate (the “Repair Estimate”), which will detail any proposed repair and the anticipated cost of such repair, parts and labor (“AOI’s Initial Obligations”). AOI will not commence the repairs outlined in the Repair Estimate unless and until you have agreed in writing to such repairs and reserves the right to delay commencement of the services or repairs until you have fully paid the fee associated therewith. The Repair Estimate is not a guarantee of all necessary services or repairs and does not necessarily reflect the total cost of completely servicing or repairing your Product. In the event the proposed services or repairs, and associated costs, listed on the initial Repair Estimate are insufficient to service or repair your product as reasonably anticipated by AOI, AOI shall notify you and provide a revised Repair Estimate detailing the subsequent proposed services and repairs and any additional fee. AOI shall not commence work on such additional service or repair unless and until you provide your written approval and reserves the right to delay commencement of the additional services or repairs until you have fully paid the additional fee listed on the subsequent Repair Estimate.

1.3 Completion of the Customer's Initial Obligations does not guarantee that your Product can or will be repaired to your satisfaction. AOI shall use commercially reasonable efforts to complete AOI's Initial Obligations, and to repair the Product as outlined in the Repair Estimate to the best of its ability. AOI shall not be liable for any Product that is not or cannot be repaired satisfactorily, except as outlined in the Warranty and Limitation of Liability Section, below.

1.4 While servicing or repairing your Product, AOI may use parts or products that are new or refurbished and equivalent to new in performance and reliability. AOI will retain the replaced part or product that is exchanged during service or repair as its sole and separate property, and the replacement part or product will become your sole and separate property.

1.5 Upon completion of the services or repairs, and full payment of the fee listed on any Repair Estimate, AOI will notify you and arrange for return shipment to you, as described below. Pursuant to Section 2.5, below, AOI may retain possession of your Product, subject to the Holding Fee and Abandonment Rights, if you do not make timely and full payment of all agreed upon fees.

1.6 If after analyzing the Product AOI determines that the Product cannot be repaired or serviced as requested, AOI shall notify you and shall return the Product to you without servicing or repairing it, but AOI shall retain the Evaluation Fee and Shipment Fee. If after reasonably performing the services or repairs listed on any Repair Estimate AOI determines that the Product cannot be repaired or serviced as anticipated, AOI shall notify you and may either (1) submit to you a subsequent Repair Quote for your approval, or (2) return the Product to you without further service or repair. If the Product is returned to you under Subsection (2) of this Section 1.6 AOI shall retain the Evaluation Fee, Shipment Fee and you shall remain fully responsible for any and all approved Repair Estimates.

## 2. Payment and Fees.

2.1 Evaluation, Shipment and Repair Estimate Fees. As part of the Customer's Initial Obligations, you must pay a non-refundable Evaluation Fee of \$50.00, which shall compensate AOI for the diagnostic analysis and preparation of the initial Repair Estimate (the "Evaluation Fee"). Additionally, you must pay a non-refundable Shipment Fee, as reasonably determined by AOI, which shall compensate AOI for returning your Product to you (the "Shipment Fee"). AOI shall not be obligated to undertake any diagnostic analysis or preparation of any Repair Estimate prior to receipt of the Evaluation and Shipment Fees. The Evaluation Fee and Shipment Fee are subject to periodic modification at AOI's sole discretion and, upon payment, are non-refundable under any circumstances. AOI reserves the right to delay commencement of all services or repairs until you have fully paid the fee associated with the corresponding Repair Estimate. AOI may withhold possession of your Product until you make full payment, subject to the Holding Fee and Abandonment Rights contained in this Agreement.

2.2 Payment Methods. You may make payment using credit, debit or check card, PayPal, or some other prearranged payment method unless AOI has agreed to some other credit terms. When you provide AOI with your card information, AOI will obtain authorization from

the card issuer for the amount of the payment, which may result in a corresponding hold on your available credit for the amount of the payment while the authorization remains in place. AOI will not bill your credit card or process the transaction under your debit or check card until your Request and Repair Estimate have been accepted and agreed to. AOI may not be able to accept credit, debit, or check cards associated with a billing address outside the United States. AOI requires the card number, CVC, and expiration date to complete a credit, debit, or check card transaction.

2.3 Confirmation. AOI will send you a confirmation of your payment via email shortly after the transaction is completed.

2.4 Refunds. Except as described in the Warranty and Limitation of Liability and Damages Section below, AOI does not provide refunds for Evaluation or Shipment Fee payments, nor does it provide refunds for payments made pursuant to any Repair Estimate, so long as the service or repair under the Repair Estimate has been commenced by AOI.

2.5 Holding Fee and Abandonment Rights. AOI shall in no event be required to return your Product to you until full payment for approved and commenced services or repairs is received by AOI. In the event AOI completes the approved services or repairs, notifies you of the completion, and full payment has not been made by 11:59 p.m. MST of the tenth (10) day after receiving notice, you will be charged a Holding Fee of \$5.00 per day (the "Holding Fee") for each day thereafter that your Product remains in AOI's possession. The Holding Fee is subject to periodic modification at AOI's sole discretion. If full payment has not been made by 11:59 p.m. MST of the ninetieth (90) day after receiving notice of completion of services or repairs, your Product will be considered abandoned and AOI may dispose of your Product in accordance with applicable provisions of law, and, specifically may sell your Product at a private or public sale to pay for any outstanding services or repairs performed (the "Abandonment Rights"). AOI reserves its statutory and any other lawful liens for unpaid charges.

3. Shipment of Products. AOI does not provide prepaid shipping or packaging for shipments to AOI. You must arrange and pay for shipping and packaging of your product to AOI's repair location as listed on the Intake Form. AOI suggests that you use the original packaging for your Product for shipment and that you insure your package in case of damage or loss during shipment. AOI will arrange the return of your Product at the address listed on the Intake Form, the fee for which shall be covered by the Shipment Fee. AOI shall only ship to locations in the United States. Subject to the Warranty and Limitation of Liability and Damages section below, AOI's liability for the Product shall cease upon the delivery of your Product to the address listed on the Intake Form. If your Product is returned to AOI because delivery could not be completed at the address provided on the Intake Form, AOI will attempt to contact you for an alternative shipping address. AOI reserves the right to request an additional Shipment Fee if a subsequent return shipment is required. AOI shall be entitled to retain possession of your Product until such additional payment is received, or until you contact AOI with an updated shipping address, subject to the Holding Fee and Abandonment Rights.

4. Warranty and Limitation of Liability and Damages.

4.1 Service Warranty. For all services and repairs undertaken by AOI pursuant to this Agreement, AOI warrants that (a) services or repairs will conform to their description in the Repair Estimate for ninety (90) days from the Return Date and (b) all parts or products used in the service or repairs will be free from defects in materials and workmanship for ninety (90) days from the Return Date. This warranty is an express limited warranty. If non-conforming service or repair is provided or a defect arises in a replacement part or product during the applicable warranty period, AOI will at its option, either (i) re-perform the repairs or services to conform to their description, (ii) repair or replace the part or product, using parts or products that are new or equivalent to new in performance or reliability, or (c) refund the sums paid to AOI for the service or repair. AOI shall pay for all shipping costs to and from AOI's location if your Product must be returned to AOI pursuant to this section.

4.2 AOI shall not be liable for any damages that may occur to a Product during any incoming shipment to AOI, so long as such damage is not caused by AOI's willful or negligent conduct.

4.3 LIMITATION OF DAMAGES. IN NO EVENT SHALL AOI BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR SPECIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, PROFITS, OR DOWN-TIME (HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER THE BASIS OF LIABILITY IS BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE OR ANY OTHER LEGAL THEORY), EVEN IF AOI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AOI'S TOTAL LIABILITY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WILL BE LIMITED TO THE VALUE OF THE PRODUCTS LISTED IN THE REQUEST. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE REMEDIES UNDER THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES OR CONDITIONS, SO THESE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

4.4 Disclosure of Product Modifications. AOI is dedicated to libre innovation and encourages you to learn from and improve the hardware and software contained in your Product. However, if you choose to modify the hardware or software of your Product, you must, on the Intake Form, notify AOI of any and all modifications, or any repairs or replacements not performed by AOI, which have been made on your Product. AOI shall not be liable for any damages to the product that occurs during the service or repair process which result from any modifications, repairs or replacements not performed by AOI. If damage results, AOI will seek your authorization for any additional costs for completing the repair or service. If you decline authorization, AOI may return the Product to you unrepaired in the damaged condition without any responsibility. If you fail or refuse to disclose any and all modifications, repairs or replacements to your Product as required herein, then the Warranty contained in Section 4.1 above is null and void for that Product.

5. General.

5.1 AOI reserves the right to refuse service to anyone at any time for any reason.

5.2 Return shipment under this Agreement is offered and valid only to residents located in the United States. Service under this Agreement is not available where prohibited by law.

5.3 Cancellation. Upon written approval of a Repair Estimate and AOI's initiation of the agreed-upon services or repairs, your service request may not be canceled and you cannot withdraw from the Agreement as to those agreed-upon services or repairs.

5.4 Governing Law. This Agreement shall be governed and interpreted by the laws of the state of Colorado.

5.5 Non-Severability. If any term of this Agreement is held to be illegal or unenforceable by force of law, it will be excluded from the Agreement and the legality or enforceability of the remaining terms shall not be affected.

5.6 Force Majeure. AOI is not responsible for any failures or delays in performing the repairs or services or delivering your Product that are due to events outside AOI's reasonable control.

5.7 Waivers. AOI's failure to insist on or enforce strict performance of this Agreement shall not be construed as a waiver by AOI of any provision or any right it has to enforce these policies, nor shall any course of conduct between AOI and you or any other party be deemed to modify any provision of these terms.