

Product Information Guide

This Important Product Information Guide contains safety, handling, disposal, recycling, and regulatory information as well as the limited warranty for the Spider-ManTM Interactive App-Enabled Super Hero ("Spider-Man Hero"). Read all safety information and operating instructions before using Spider-Man Hero. For a downloadable version of the Spider-Man Hero User and Product Guides, visit <u>www.sphero.com/manuals.</u>

IMPORTANT SAFETY AND HANDLING INFORMATION

Health Considerations

Read the following warning before you or your child play with Spider-Man Hero. Failing to do so may cause injury.

CAUTION: To reduce the risk of damage or injury, do not attempt to disassemble Spider-Man Hero. Please refer all non-routine servicing questions to Sphero, Inc. ("Sphero"). No user-serviceable parts are contained inside.

General

- Read all safety and operating instructions before operating Spider-Man Hero.
- □ Retain the safety and operating instructions for future reference.
- □ Follow all operating and use instructions.
- Do not attempt to service Spider-Man Hero yourself. Refer all non-routine servicing to Sphero.

Seizure, Blackouts and Eyestrain

A small percentage of people may be susceptible to blackouts or seizures (even if they have never had one before) when exposed to flashing lights or light patterns, such as when playing games or watching video. If you have experienced seizures or blackouts or have a family history of such occurrences, you should consult a physician before playing video games or watching videos. Discontinue use of Spider-Man Hero and any smart device controller and consult a physician if you experience headaches, blackouts, seizures, convulsion, eye or muscle twitching, loss of awareness, involuntary movement, or disorientation. To reduce risk of headaches, blackouts, seizures, and eyestrain, avoid prolonged use, hold your smart device controller some distance from your eyes, use Spider-Man Hero in a well-lit room, and take frequent breaks.

WARNING: Choking Hazards

Spider-Man Hero has small parts inside its casing, which may present a choking hazard to small children and pets. Keep Spider-Man Hero and any of its accessories fully assembled and away from small children.

Keeping Spider-Man Hero Within Acceptable Temperatures

Operate and store Spider-Man Hero in a place where the temperature is between 0° C - 40° C (32° F -104° F). Low or high-temperature conditions might temporarily shorten battery life or cause Spider-Man Hero to temporarily stop working properly. Avoid dramatic changes in temperature or humidity when using Spider-Man Hero, as condensation may form on or within Spider-Man Hero. Don't leave Spider-Man Hero in your car, because temperatures in parked cars can exceed the acceptable range. When you're using Spider-Man Hero or charging the battery, it is normal for Spider-Man Hero to get warm. The exterior of Spider-Man Hero functions as a cooling surface that transfers heat from inside the unit to the cooler air outside.

Use and Maintenance

WARNING: Spider-Man Hero is not suitable for use by children under 8 years of age.

Never:

- Abuse, submerge in water, throw, drop, puncture, violently kick, or step on Spider-Man Hero. This can damage the device and compromise its safe operation.
- Operate Spider-Man Hero in dangerous, hazardous, or public areas where use is not permitted (high voltage power lines, train stations, airports, trains, etc.). Always check whether use of Spider-Man Hero is permitted before using it in public areas or public transport.

Always:

- Be aware of your surroundings when playing with Spider-Man Hero to avoid injuries or damages to people, animals, or property.
- Ensure that you keep a safe distance between people, animals, and property during play.
- Periodically examine Spider-Man Hero for potential hazards such as cracked, damaged, or otherwise broken parts. In the event of such damage, do not play with Spider-Man Hero until it can be replaced or repaired.



Use and storage

- Do not use Spider-Man Hero if its casing has been broken and the battery's plastic cover has been cracked or compromised in any way.
- Do not expose the battery to excessive physical shock.
- Do not expose Spider-Man Hero and its battery to heat or dispose of in a fire.
- Do not put Spider-Man Hero in a microwave oven or in a pressurized container.
- Do not attempt to dismantle, pierce, distort, or cut the battery and do not attempt to repair the battery. Do not place any heavy objects on Spider-Man Hero.
- Do not clean Spider-Man Hero with a solvent, denatured alcohol, or other inflammable solvents. When cleaning, be sure to unplug charger base.
- Do not subject Spider-Man Hero and its battery to large temperature variations. Do not place your Spider-Man Hero near a source of heat.
- Disconnect the cord of the charging station when you are not charging the battery.

Charging

- Examine the unit regularly for damage to the charging station cord, plug, enclosure or other parts. Never use a damaged cord for charging.
 Use only the supplied USB cable. Misuse can cause electrical shock.
- □ Never charge a leaky battery or one that has been damaged.
- The toy is only to be connected to Class II equipment bearing the Class II equipment following symbol.



Class II equipment

- Do not charge the battery near inflammable materials or on an inflammable surface (carpet, wooden flooring, wooden furniture, etc.) or conducting surface. Do not leave Spider-Man Hero unattended during charging.
- □ It is essential to avoid short circuits. Do not use USB hubs for charging.
- Never charge Spider-Man Hero immediately after use while it is still hot. Let it cool down to room temperature before charging.
- Batteries are only to be charged under adult supervision.
- Do not cover your product while the battery is charging. Recharge the battery at a temperature of between 0° C and 40° C (32° F to 104° F).

Battery Warning

- Lithium polymer batteries are extremely hazardous and may cause serious injuries to persons or property if not handled properly. The user accepts liability for the use of a lithium polymer battery. As the manufacturer and the distributor cannot ensure the battery is used correctly (charging, discharging, storage, etc.), they cannot be held liable for damages caused to persons or property caused by improperly used batteries.
- In the event of battery leakage, avoid the liquid coming into contact with skin and eyes. In case of contact with the skin, wash copiously with soap and water. In case of contact with the eyes, rinse copiously with cold water and consult a doctor. If you notice a suspicious smell or noise, or observe smoke around the charger, disconnect it immediately.
- Non-compliance with the instructions below could result in gas being given off, fire, electric shock, or an explosion.

End of Life Product Disposal

At the end of this product's life, do not dispose of this product in your general household waste. Instead, in order to prevent possible harm to the environment or human health from uncontrolled waste disposal, please dispose of this product separately in accordance with your local laws and regulations. For more information on the separate collection systems for waste electrical and electronic equipment that are available for consumers, near your home, free of charge, please contact your local municipality. You can also contact the retailer from which you purchased your Spider-Man Hero as they may have recycling services or may be part of a specific recycling program.

If disposed of properly, this product will be then treated in an environmentally sound manner at a licensed recycling plant and its components will be recovered, recycled or reused in the most efficient manner in compliance with the requirements of the Directive on Waste Electrical and Electronic Equipment (2012/19/EU) of 14 February, 2014 (as subsequently amended or replaced) ("2012/19/EU").

Battery disposal

Damaged or unusable batteries must be disposed of in a container specially reserved for this purpose. When disposing of the battery, follow appropriate local guidelines and regulations. For further information, contact your local solid waste authority.



WEEE

The trash can symbol on the Spider-Man Hero or on its packaging indicates that it must not be disposed of with your other household waste, pursuant to 2012/19/EU. Instead, it is your responsibility to dispose of your waste equipment by handing it over to a designated collection point for the recycling of waste electrical and electronic equipment. The separate collection and recycling of your waste equipment at the time of disposal will help to conserve natural resources and ensure that it is recycled in a manner that protects human health and the environment. For more information about where you can drop off your waste equipment for recycling, please contact your local city office, your household waste disposal service, or the shop where you purchased the product.

Limited Warranty to Original Purchaser

This Spider-Man Hero product, as supplied and distributed by Sphero and delivered new, in the original carton to the original purchaser, is warranted by Sphero against manufacturing defects in materials and workmanship for a period of 1 year, or such longer period as may be required by local law. Sphero will repair or replace this product, at our option and at no charge with new or reconditioned parts, if found to be defective during the limited warranty period specified above.

If a defect arises:

Please contact us at <u>support@sphero.com</u> to be provided with a Return Material Authorization Request (RMA) number. Provide this number with your package when shipping. We do not accept returns without the RMA number. Purchaser is responsible for all shipping costs.

Terms of Use, Privacy Policy

Use of Spider-Man Hero is subject to the Spider-Man Hero Terms of Use and Privacy Policy located at sphero.com.

Exclusions and Limitations

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

Sphero does not warrant that the operation of Spider-Man Hero will be uninterrupted or error-free. Sphero is not responsible for damage arising from failure to follow instructions relating to Spider-Man Hero'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-Spider-Man Hero products;
- 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;
- d) Damage caused by operating Spider-Man Hero outside the intended uses described by Sphero; and
- e) Defects caused by normal wear and tear or otherwise due to the normal aging of the Spider-Man Hero 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 SPHERO. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPHERO 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, EVEN IF SPHERO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR SHALL RECOVERY OF ANY KIND AGAINST SPHERO BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF SPIDER-MAN HERO. 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 SPHERO NOT CAUSED DIRECTLY BY THE GROSS NEGLIGENCE OF SPHERO. 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 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; which 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 Boulder County, Colorado and the federal courts in Denver, Colorado for the purpose of litigating all such claims or disputes, which courts shall have exclusive jurisdiction of such claims or disputes. Notwithstanding the foregoing, Sphero may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.

Changes to this Product Information Guide

The explanations and specifications in this guide are given for information only and may be modified at any time without prior notice. The latest version of this guide will be available from our website at <u>www.sphero.com/manuals</u>. The explanations and specifications contained in this guide are correct at the time of printing. Sphero reserves the right to amend or improve the product design or user guide without any restrictions and without any obligation to notify users.

As part of our ongoing effort to upgrade and improve our products, the product that you have purchased may therefore differ slightly from the model described in this guide.

Regulatory

Technical Specification

Transmit frequency: Bluetooth: BLE 4.0 (Frequency range: 2402MHz – 2480MHz) WiFi: 802.11 b/g/n (Frequency range: 2412MHz – 2462MHz)

 $\begin{array}{l} \mbox{Maximum RF output power:} \\ \mbox{Bluetooth:} < 10 \mbox{dBm} \\ \mbox{WiFi:} < 20 \mbox{dBm} \end{array}$

Warning: Changes or modifications to this unit not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

FCC/ Industry Canada

FCC ID: SXO-SP001 / IC: 10016A-SP001 (Model: SP001)

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

This device complies with Industry Canada's licence-exempt RSSs. Operation is subject to the following two conditions: (1) this device may not cause interference; and (2) This device must accept any interference, including interference that may cause undesired operation of the device.

Cet appareil est conforme à la partie 15 des règles de la FCC. Son fonctionnement est soumis aux deux conditions suivantes: (1) cet appareil ne doit pas provoquer d'interférences, et (2) cet appareil doit accepter toute interférence, y compris les interférences qui peuvent causer un mauvais fonctionnement de la dispositif.

Cet appareil est conforme avec Industrie Canada exempts de licence standard RSS (s). Son fonctionnement est soumis aux deux conditions suivantes: (1) cet appareil ne doit pas provoquer d'interférences, et (2) cet appareil doit accepter toute interférence, y compris les interférences qui peuvent causer un mauvais fonctionnement de la dispositif.



NOTE: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- · Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

This Class B digital apparatus complies with Canadian ICES-003.

CAN ICES-3 (B)/NMB-3(B)

Cet appareil numérique de la classe B est conforme à la norme NMB-003 du Canada

Cet équipement est conforme aux limites d'exposition aux rayonnements établies pour un environnement non contrôlé. L'antenne utilisée pour ce transmetteur doit être installée de manière à fournir une séparation d'au moins 20 cm de toute personne, et ne doit pas être co-placé ou fonctionner en conjonction avec une autre antenne ou un autre transmetteur.

Apple

"Made for iPod," "Made for iPhone," and "Made for iPad" mean that an electronic accessory has been designed to connect specifically to iPod®, iPhone®, or iPad® devices, respectively, and that the accessory has been certified by the developer to meet Apple performance standards. Apple Inc. is not responsible for the operation of this device or its compliance with safety and regulatory standards. Please note that the use of this accessory with iPod, iPhone, or iPad may affect wireless performance. iPad, iPhone and iPod touch are trademarks of Apple Inc., registered in the U.S. and other countries.

Bluetooth Smart

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Android

The Android[™] mark is a trademark of Google Inc. Use of this trademark is subject to Google Permissions. The Android robot is reproduced or modified from work created and shared by Google and used according to terms described in the Creative Commons 3.0 Attribution License. Not all devices compatible. Check http://www.sphero.com/devices/

Software

Your Spider-Man Hero product can connect with special Sphero, Inc. copyrighted software to assist in its operation. Parts of this software may contain copyrighted elements that are licensed under the GPL, MIT, and Creative Common licenses among others. Additionally, your Spider-Man Hero product contains proprietary firmware developed and copyrighted by Sphero, Inc. On our web site, free source code of sample software is available for developers; please visit <u>sphero.com</u> for more information.

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