

Product Information Guide

This Important Product Information Guide contains safety, handling, disposal, recycling, and regulatory information as well as the limited warranty for Sphero. Read all safety information and operating instructions before using Sphero to avoid injury or harm. For a downloadable version of the Sphero User and Product Guides, visit www.gosphero.com/manuals.

IMPORTANT SAFETY AND HANDLING INFORMATION

Read the following warning before you or your child play with Sphero. Failing to do so may cause injury.

CAUTION: To reduce the risk of damage or injury, do not attempt to remove Sphero's shell; please refer all non-routine servicing questions to Orbotix. No user-serviceable parts are contained inside.

CALIFORNIA PROPOSITION 65 WARNING: THIS PRODUCT CONTAINS CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.

General

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

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 Sphero and your 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 Sphero in a well-lit room, and take frequent breaks.

Repetitive Injury

When you perform repetitive activities such as playing games on your smart device controller, you may experience occasional discomfort in your hands, arms, shoulders, neck, or other parts of your body. Avoid excessive play. It is recommended that parents monitor their children for appropriate play. Take frequent breaks and if you have discomfort during or after such use, stop use and see a physician.

WARNING: Choking Hazards

Sphero has small parts inside its shell, which may present a choking hazard to small children and pets. Keep Sphero and its accessories away from small children.

Keeping Sphero Within Acceptable Temperatures

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

Use and Maintenance

WARNING: Sphero is not suitable for use by children under 8 years of age.

Never:

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



Always:

- Keep Sphero in sight at all times when operating it to avoid injuries or damages to people, animals or property.
- Ensure that no one is standing nearer than 1 yard (1 meter) from Sphero when in operation and that you keep a safe distance between the ball and people, animals and property.
- Periodically examine Sphero for potential hazards such as cracked, damaged or otherwise broken parts. In the event of such damage, do not use Sphero until it can be replaced or repaired.
- Drive Sphero on suitable surfaces. Although Sphero can drive on a variety of surfaces, it works best on smooth, flat and hard surfaces (such as carpet, tile wood floors, and concrete).

Battery Warning

- Lithium Polymer batteries are extremely hazardous and liable to cause serious injuries to persons or property. 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.
- 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.

Charging

- Examine the charger regularly for damage to the cord, plug, enclosure or other parts. The toy shall only be used with a transformer for toys. Never use a damaged charger or power adapter. Use only supplied Power Adapter; Model: PA1005-120DIB050 12vDC 500mA if misused can cause electrical shock.
- Never charge a leaky battery or one that has been damaged. Do not use the Sphero charger to charge any other battery than the provided rechargeable battery.
- 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 Sphero unattended during charging.
- Never charge the device immediately after use while it is still hot. Let it cool down to room temperature.
- Batteries are only to be charged under adult supervision.
- Do not cover your product or its charger while the battery is charging. Recharge the battery at a temperature of between 0° and 40° C (32° to 104° F). The AC/DC adaptor is not a toy and should only be operated by adults.

Use and storage

- Do not use Sphero if its cover 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 Sphero and its battery to heat or dispose of a fire.
- Do not put the battery 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 Sphero, the battery or charger.
- Do not clean the charger with a solvent, denatured alcohol or other inflammable solvents. When cleaning, be sure to unplug the power adapter and charger.
- It is essential to avoid short circuits. Avoid direct contact with the electrolyte contained within the battery. The electrolyte and electrolysis vapors are harmful to health.
- Do not subject Sphero and its battery to large temperature variations. Do not place your Sphero near a source of heat.
- Disconnect the charger when you are not charging the battery.

Battery disposal

Discarding Sphero and its batteries in your general household waste can be harmful to the environment. 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.



Warranty

Limited Warranty to Original Purchaser

This Sphero product, as supplied and distributed by Orbotix, Inc., and delivered new, in the original carton to the original customer purchaser, is warranted by Orbotix, Inc. against manufacturing defects in materials and workmanship for a period of 1 year. Orbotix 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@gosphero.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.

Software License

Use of Sphero is subject to the Sphero Software License Agreement found at: gosphero.com.

Exclusions and Limitations

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

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

- a) Consumable parts, such as batteries, or protective coatings designed to diminish over time unless failure has occurred due to a defect in materials or workmanship;
- b) Damage caused by use with non-Sphero products;
- c) 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 Sphero outside the intended uses described by Orbotix;
- e) Defects caused by normal wear and tear or otherwise due to the normal aging of the Sphero product.

THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE LISTED AND DESCRIBED ABOVE, AND NO WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, SHALL APPLY AFTER THE EXPRESS WARRANTY PERIOD STATED ABOVE, AND NO OTHER EXPRESS WARRANTY OR GUARANTEE GIVEN BY ANY PERSON, FIRM OR CORPORATION WITH RESPECT TO THIS PRODUCT SHALL BE BINDING ON ORBOTIX. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, ORBOTIX IS NOT RESPONSIBLE FOR LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, LOSS OF REPUTATION, LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THIS PRODUCT, OR ANY BREACH OF ANY WARRANTY OR CONDITION REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF ORBOTIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR SHALL RECOVERY OF ANY KIND AGAINST ORBOTIX BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF SPHERO. WITHOUT LIMITING THE FOREGOING, PURCHASER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO PURCHASER AND PURCHASER'S PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THIS PRODUCT SOLD BY ORBOTIX NOT CAUSED DIRECTLY BY THE GROSS NEGLIGENCE OF ORBOTIX. THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THIS PRODUCT, IS NONTRANSFERABLE AND STATES YOUR EXCLUSIVE REMEDY.

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

Governing Law and Arbitration.

This Limited Warranty shall be governed by the laws of the State of Colorado without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. Any claim or dispute in connection with this Limited Warranty shall be resolved in a cost effective manner through binding non-appearance-based arbitration. The arbitration shall be initiated through an established alternative dispute resolution provider



mutually agreed upon by the parties. The alternative dispute resolution provider and the parties must comply with the following rules:

- a) The arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration;
- b) The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and
- c) Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

If the foregoing arbitration clause does not apply for any reason, you agree to submit to the personal jurisdiction of the state courts located within 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, Orbotix 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 www.gosphero.com/manuals. The explanations and specifications contained in this guide are correct at the time of printing. Orbotix 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.

End of Life Product Disposal

At the end of this product's life, please 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 regulation. 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 authority. You can also contact the retailer from which you purchased your Sphero – they might have put in place recycling services or he may be part of a specific recycling program.

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 (2002/96/EC) of 27 January 2003 (as subsequently amended or replaced).

IMPORTANT!

Any changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate this equipment.

FCC/ Industry Canada

Contains: FCC ID: SXO-SPV2 / Canadian IC: 10016A-SPV2

This device complies with Part 15 of the FCC Rules Sub-Part B and C and also with Canada ICES-003 and RSS-Gen. 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 equipment has been tested and found to comply with the limits for a Class B and C digital service, 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.

• sphero USER MANUAL

Le présent appareil est conforme aux CNR d'Industrie Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes : (1) l'appareil ne doit pas produire de brouillage, et (2) l'utilisateur de l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

Japan Compliance Statement—VCCI Class B Statement

情報処理装置等電波障害自主規制について

この装置は、情報処理装置等電波障害自主規制協議会(VCCI)の 基準に基づくクラス B 情報技術装置です。この装置は家庭環境で 使用されることを目的としていますが、この装置がラジオやテレ ビジョン受信機に近接して使用されると、受信障害を引き起こす ことがあります。

取扱説明書に従って正しい取扱をしてください。

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, respectively, and has been certified by the developer to meet Apple performance standards. Apple 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

The Bluetooth wordmark and logos are owned by the Bluetooth SIG, Inc. and any use of such marks by Orbotix, Inc. is under license.

Android

Android^{\mathbb{T}} 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 <u>www.gosphero.com/c</u>

WEEE

This symbol on the product or on its packaging indicates that this product must not be disposed of with your other household waste. Instead, it is your responsibility to dispose of your waste equipment by handing it over to a designed 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.

Software

Your Sphero product can connect with special Orbotix, Inc. copyrighted software to control 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 Sphero product contains proprietary firmware developed and copyrighted by Orbotix, Inc. On our web site, free source code of sample software is available for developers; please visit <u>gosphero.com</u> for more information.

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Sphero

4772 Walnut St. Suite 206 Boulder, CO USA gosphero.com US Patent No. 8751063 Model No. S003

