

Warranty

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Last Revised: April 17, 2019

1 (One) Year Limited Warranty

Sprowt Labs (“Company”) warrants and guarantees for one year from the date of purchase that you will be completely satisfied with your order.

NO ACTION FOR BREACH OF THIS LIMITED WARRANTY SHALL BE BROUGHT LATER THAN ONE (1) YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED.

NO ACTION FOR BREACH OF THIS LIMITED WARRANTY SHALL BE BROUGHT LATER THAN ONE (1) YEAR AFTER THE PURCHASE DATE OF A GIVEN PRODUCT.

A CLAIM MUST BE MADE TO SPROWT LABS DIRECTLY. ANY CLAIM MUST BE PROVIDED IN WRITTEN FORM TO CONTACT@SPROWTLABS.COM OR ANY sprowtlabs.com DOMAIN EMAIL ADDRESS.

THIS LIMITED WARRANTY DOES NOT INCLUDE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES

THIS LIMITED WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES. LIABILITIES OR OBLIGATIONS OF SPROWT LABS. THEREFORE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE LIMITED WARRANTY DESCRIBED IN THIS DOCUMENT. SPROWT LABS WILL NOT BE LIABLE FOR ANY ORAL STATEMENT OR OTHER WRITTEN STATEMENT ABOUT THE ACRO, OR ANY OTHER SPROWT LABS PRODUCT, WHETHER SUCH STATEMENTS ARE MADE BY AN AGENT OR EMPLOYEE OF SPROWT LABS OR BY ANY OTHER PERSON. SPROWT LABS DOES NOT AUTHORIZE ITS REPRESENTATIVES, DISTRIBUTORS, CONTRACTORS OR DEALERS TO MAKE ANY CHANGES OR MODIFICATIONS TO THIS LIMITED WARRANTY.

Limitation of Remedies, Waiver and Release of Claims.

The Company’s Refund/Replacement Product Policy set forth below is the exclusive warranty and remedy for your purchase and consumption of any Company product. All claims related to any Company product are deemed waived or released unless made in accordance with the Company Refund/Replacement Product Policy.

EXCEPT AS PROVIDED UNDER THE COMPANY’S PRODUCT REPLACEMENT POLICY, ALL PRODUCTS SOLD BY THE COMPANY ARE BEING SOLD ON AN “AS IS” OR “WITH ALL FAULTS” BASIS, AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE GOODS IS WITH THE BUYER. NO OTHER GUARANTEES OR WARRANTIES ARE MADE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE.

All other claims of negligent or unintended loss, harm, injury, illness or wrongdoing, whether in contract, negligence, strict liability or any other unintentional tort, are deemed waived or released by you, regardless whether or not submitted under or within the Company’s Refund/Replacement Product Policy. In no event will the Company be liable for incidental, consequential, special or punitive damages resulting from any breach of contract, negligence or other unintentional cause.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Refund/Replacement Product Policy

In the event you find any Company product you purchase from us to be unsatisfactory for any reason within 1 (one) year after shipment to you, the Company will, at your option, provide as your one-time, exclusive remedy either (i) a 100% refund of your purchase price paid for the product said to be unsatisfactory, or (ii) replacement product delivered to you free of charge. The amount of any refund, or the quantity of replacement product, whichever remedy is elected, shall be limited to the value of your purchase price actually paid for the unsatisfactory product purchased within the 1-year period.

Each customer is entitled to a one-time option to receive either a refund or replacement product, and any customer exercising either option shall no longer qualify for either a refund or replacement product on future purchases or use of the Company’s products. General Disclaimers.

All Company goods and products are intended for residential/home consumption and use only, and not for resale or commercial applications.

End User License Agreement

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When you register, you must agree to:

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IMPORTANT: READ THIS AGREEMENT CAREFULLY AND REVIEW THE FULL PRODUCT INFORMATION AT [SPROWTLABS.COM](https://www.sprowlabs.com) BEFORE POWERING UP YOUR ACRO™ FOR THE FIRST TIME.

Purpose and Scope of Agreement

This Acro™ End User Agreement ("**Agreement**") is the legal agreement between you (the "**User**") and Sprowt Labs LLC. ("**Sprowt Labs**") governing the User's use of: (i) any product that uses the sprowlabs.com platform (the "**Web Platform**") to create, share, log, initiate physical processes on the product (the "**Acro™**") using the internet, or download to the product, and (ii) the firmware and software that Sprowt Labs installs on, or updates directly to, the Acro™ (the "**Embedded Software**"). By establishing an account at <https://www.sprowlabs.com> (a "**Sprowt Labs Account**") and using an Acro™ the User is agreeing to be bound by the terms and conditions of this Agreement. If the User does not agree to these terms and conditions, the User is not granted any right to use the Acro™ or to log in with a Sprowt Labs Account and the User should return the Acro™ to Sprowt Labs or the place where the User obtained it.

By accepting this agreement, the User accepts to all claims made in our Limited Warranty, available at <https://www.sprowlabs.com/legal/warranty> and our Terms of Service, available at <https://www.sprowlabs.com/legal/terms-of-service>.

Open-Source Components

The Embedded Software includes certain components (the "**Open Software Components**") that are incorporated into or distributed with the Embedded Software and that are licensed to the User under one or more "open-source" or "free software" licenses (the "**Open Source Licenses**"). The LICENSE text file that is distributed with the Embedded Software identifies the Open Source Components and contains third-party notices that Sprowt Labs is required to provide to the User pursuant to the Open Source Licenses. Notwithstanding anything to the contrary in this Agreement, the Open Source Components are not licensed under (and are not subject to the terms of) this Agreement, and are instead separately licensed to the User pursuant to the terms and conditions of their respective Open Source Licenses. Copies of such Open Sources Licenses are reproduced in the LICENSE text file distributed with the Embedded Software, and the User hereby agrees to comply with the terms and conditions of such Open Source Licenses.

Personal, Non-Commercial Use Only; Copying and Redistribution Prohibited; Rights Not Expressly Granted Are Reserved The Web Platform and the Embedded Software are intended for personal, non-commercial use only. The User may not use them for any commercial or illegal purpose. Copying or redistribution of the Web Platform or Embedded Software or of any content delivered between them is strictly prohibited. Except as expressly provided under this Agreement, the User does not acquire any intellectual property or other proprietary rights in or to the Acro™, the Web Platform, or the Embedded Software, including without limitation, any rights in patents, inventions, improvements, designs, trademarks, or copyrights, nor do you acquire any rights in any confidential information or trade-secrets. All rights not expressly granted to the User in this Agreement are reserved by Sprowt Labs or its third party licensors. The User may not remove or alter any trademark, logo, copyright or other proprietary notice in or on a Acro™, the Web Platform, or the Embedded Software.

Software License

The Web Platform Software is proprietary to Sprowt Labs or its third party licensors and may be used only in connection with a Acro™. Subject to the terms of this Agreement, Sprowt Labs grants the User a nonexclusive, nontransferable license to run the Embedded Software and any updated versions provided to the User by Sprowt Labs, only in and as incorporated in an Acro™. This is a license and not a sale. The User may not (i) copy or distribute, sublicense, lease, rent or otherwise transfer the Embedded Software to any third party except as incorporated in an Acro™; (ii) modify, adapt, alter, translate, or create derivative works of the Embedded Software; (iii) decompile, disassemble, reverse engineer or otherwise derive or attempt to derive source code from the Embedded Software; or (iv) have any of the foregoing done by a third party. Sprowt Labs reserves the right to update the Embedded Software from time to time at its sole discretion, including adding, changing or removing functionalities and features, including but not limited to changing the user interface or the manner in which the User is able to access and use content from the Web Platform.

Platform and Firmware Updates

Sprowt Labs may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Acro™ or Web Platform ("**Platform Updates**") and the Embedded Software ("**Firmware Updates**"). Sprowt Labs may install Platform Updates automatically at any time and without notice to, or the consent of, User. The User acknowledges that a Platform Update may require a Firmware Update, and that without a Firmware Update an Acro™ may stop functioning. The User is solely responsible for installing each Firmware Update when made available. Any User or third-party modifications made to Open Software Components, even though permitted under the Open Software Licenses, may not function properly or work correctly with the Web Platform, and is not the responsibility of Sprowt Labs.

Privacy

Our Privacy Policy, available at <https://www.sprowtlabs.com/legal/privacy-policy/>, explains our policies regarding Sprowt Lab's collection, use, and disclosure of the User's personally identifiable and anonymous information, including the collection and provision of such information on behalf of Content Providers. The User should review our privacy policy before using a Sprowt Labs Account.

No Warranty for Web Platform Software or for the Embedded Software

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EMBEDDED SOFTWARE AND THE WEB PLATFORM, AND ANY SERVICES PERFORMED OR PROVIDED BY THE FOREGOING, ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY, OF QUIET ENJOYMENT, OF QUIET POSSESSION, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, OR REASONABLE CARE AND SKILL, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SPROWT LABS DOES NOT WARRANT (1) AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE ACRO™, THE EMBEDDED SOFTWARE, THE WEB PLATFORM, OR THE SEPARATELY LICENSED CODE, (2) THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE ANY OF THE FOREGOING WILL MEET YOUR REQUIREMENTS, (3) THAT THE OPERATION OF ANY OF THE FOREGOING WILL BE UNINTERRUPTED OR ERROR-FREE, OR (4) THAT DEFECTS WILL BE CORRECTED.

Consent to Use of Data

User agrees that Sprowt Labs, or a third party contracted by Sprowt Labs, may collect and use technical and usage data and related information (including, but not limited to, information about the User's device, system, software, and peripherals) that is gathered periodically to facilitate the provision of updates, product support and other services (if any) to the User. Sprowt Labs may use this information, as long as it is in a form that does not personally identify the User, to improve its products or to provide services or technologies to the User.

Export Controls

The User agrees not to download any Content or Software, nor otherwise export or re-export an Acro™ into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country as to which the United States has embargoed goods, or to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By using an Acro™, the Web Platform or the Embedded Software the User is representing and warranting that the User is not located in, under the control of, or a national or resident of any such country or on any such list.

Sprowt Labs Reserves the Right to Change Policies and Web Pages

The policies and other content of the Sprowt Labs web pages and Web Platform referred to in this Agreement may be changed by Sprowt Labs from time to time in its sole discretion. Access to the Web Platform is also subject to Terms of Service, as posted on <https://www.sprowtlabs.com>, and to which the User agrees by registering a Sprowt Labs Account and accessing the Web Platform.

Damage Waiver

By agreeing to this Agreement, the User waives any and all rights to file ("**Claims**"), defined as legal claims or insurance claims directed at or against Sprowt Labs, or Sprowt Labs staff, owners, or investors, pertaining to any ("**Damages**"), defined as "bodily injury" or "property damage" or other injury or damage arising directly or indirectly out of, related to, or, in any way involving the handling, installation, proper or improper use of Acro or other Sprowt Labs equipment.

The User waives all rights to file Claims pertaining to any Damages caused directly or indirectly by floods, fires, tornados, or other acts of nature. Furthermore, the User waives any and all rights to file Claims pertaining to any Damages caused by proper or improper functioning of Acro or other Sprowt Labs equipment.

Governing Law; Arbitration

These Terms of Service shall be governed by and construed in accordance with the laws of the State of Minnesota and the laws of the United States, without regard to conflicts of law principles. BY ENTERING INTO THESE TERMS OF SERVICE, YOU AGREE THAT WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY, AND SHALL, EXCEPT AS PROVIDED IN THIS PROVISION, SUBMIT ANY AND ALL CLAIMS OR DISPUTES TO MEDIATION AND BINDING ARBITRATION. IF YOU DO NOT WISH TO BE BOUND TO ARBITRATION, YOU MUST NOTIFY US IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU FIRST ACCEPT THESE TERMS OF SERVICE, OR AS REQUIRED BY APPLICABLE LAW. You agree that you shall submit any claim, cause of action, or dispute you have with us arising out of or relating to these Terms of Service or your access to the Website exclusively to Judicial Dispute Resolution, Inc. ("**JDR**") in Minneapolis, Minnesota for non-binding mediation. If complete agreement cannot be reached within ten (10) days of submission to mediation, the remaining unresolved issues shall be submitted upon the demand of either party to JDR in Minneapolis, Minnesota for final and binding arbitration by a single arbitrator pursuant to JDR's rules and procedures. In that event, the parties will use their best efforts to agree to the selection of the arbitrator. If the parties cannot so agree, then (i) they will request JDR to supply them with a list of five (5) arbitrators; (ii) each party will have the right to strike two (2) names from the list; and (iii) the remaining arbitrator will decide the dispute. Notwithstanding the terms of this provision, either of us may: (i) bring an action in small claims court; (ii) seek a preliminary injunction or temporary restraining order, pending arbitration, in any court that has jurisdiction; (iii) bring issues to the attention of federal, state, or local agencies, which may seek relief against us on your behalf; or (iv) seek injunctive or other equitable relief to protect trade secrets and intellectual property rights or to prevent loss or

damage to services in any court with competent jurisdiction.

Miscellaneous

This Agreement is the final, complete and exclusive agreement between the User and Sprowt Labs relating to the Embedded Software and the Web Platform, and supersedes all prior or contemporaneous proposals, advertisements, representations, understandings, or agreements relating thereto, whether oral or written. No waiver or modification of the Agreement will be valid unless signed by both Sprowt Labs and the User. The User's right to use the Embedded Software and the Web Platform will immediately terminate upon the User's breach of any applicable provision of this Agreement. The waiver of a breach of any term hereof will in no way be construed as a waiver of any other term or breach hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect. This Agreement shall be governed by the laws of the State of Minnesota, as if entered into by residents of Minnesota, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal court in Minneapolis, Minnesota and the User irrevocably submits to the exclusive jurisdiction and venue of any such court in any such action or proceeding.

Contact Information

Should the User have any question about this Agreement, or if the User desires to contact Sprowt Labs, please contact us by mail at Sprowt Labs, 12651 Zenith Ave S #107, Burnsville, MN 55337 or by email at contact@sprowtlabs.com. Copyright © 2018 Sprowt Labs LLC. All rights reserved.

Privacy Policy

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Last Revised: April 17, 2019

This privacy policy describes how we collect, use, and share your information. Words of specialized meaning in this Privacy Policy share the meanings given them in our Terms of Service (<https://www.sprowtlabs.com/legal/terms-of-service>).

We Collection Information From or About You

Whenever you access our Website and its Content, regardless of Device, we may collect information from or about you. This may include:

Information that You Voluntarily Share. We may collect and store "Personal Information" such as your name, email address, mailing address, telephone number, bank account or credit or debit card number, and other similar information that you share solely for our use and that we could use to identify you. You typically share Personal Information when you initially register an Account or subsequently update an Account. You may also share Personal Information when you email us, provide user feedback, complete our customer surveys, or inquire about technical or customer support. In addition to Personal Information, we may also collect and store information relating to the use of your Account, such as, for example, when you view, store, and use recipes, files, and other information. We may also collect other similar information -- even if such information may be used to identify you -- that you voluntarily share for public viewing. This might happen, for example, if you voluntarily post messages (such as on our "Forum" page) or contribute other User Content to the Website. You may also control whether you voluntarily share your geographic location and usage data for public viewing on the Website.

Information Obtained Through Devices Linked to Your Account. We may collect "Device Information" (if you link a Device to your Account) that includes a unique identifier for your Device, your current software and version, your IP address, your geographic location, and data about your usage. We primarily use Device Information to improve our service and to help support use of your Device.

Other Information Collected Through Commonly Deployed Web Technologies. Non-personal information that we collect may include information about how you and our other users access, use, and interact with our Website and its Content. This may include, for example, browser type, language preference, referring site, and the date and time of each visitor request. We collect this kind of information automatically by deploying "cookies" and other technologies such as device identifications, pixel tags, and web beacons. We currently do not respond to "Do Not Track" signals from internet browsers. If you would like to prevent the use of cookies or other tracking technologies, you must disable cookies or tracking technologies in your internet browser settings; however, doing so may affect your experience as some features of our Website may not work as intended. You can learn more about these commonly used technologies here: <http://www.allaboutcookies.org>.

Information Collection Categories

Personally Identifiable Information (PII). We collect PII (i.e., personal data), as defined by the laws or regulations of the country of applicability as described by the Insights Association (IA) and European Society for Opinion and Marketing Research (ESOMAR). For example, PII may be collected should a consumer contact the Company on his/her own initiative or opt-in to register or to participate in a survey.

Non-PII. The Non-PII we collect may include, as an example, browser types, IP address, domain names, operating systems, language preference, platform type, access dates and times, referring website addresses, browsing, search activity, and online transactions.

Appended Information We may receive in Recruiting for Third-Parties. The Company will not sell, distribute, or otherwise release personally identifiable information it collects to a third party. Although certain information is shared with our clients, the Company will never release full contact information without expressed permission from participants invited to join research projects.

We Make Reasonable Efforts to Protect the Information We Collect

We take reasonable precautions, consistent with standard industry practices, including administrative, technical, and physical measures, to safeguard your sensitive personal information against loss, theft, and misuse, as well as against unauthorized access, disclosure, alteration, and destruction. We do not guarantee that these reasonable precautions are sufficient to safeguard your sensitive personal information in every instance.

We Will Use the Information We Collect

We will use the information we collect from you to provide the services you request; to create and register an Account, if you create one; to allow you to create and share User Content with others, if you so choose; to process and record any payments you make; to better understand customer behavior and usage patterns; to make improvements to our Website and our product and service offerings; and to send newsletters, surveys, offers, and other promotional materials related to our services and for other marketing purposes of Sprowt Labs.

We May Share the Information We Collection in Limited Circumstances

We do not share any Personal Information for others to use in marketing or advertising goods and services to you. But we do share the

information we collect under the following limited circumstances:

Usage Reports. We may create and publish reports based on aggregated usage, demographic, and similar data that excludes any personally identifying information.

Service providers. We may share information that we collect, including Personal Information, with companies who provide services to us, such as those who process orders and payments. If we share your information with third-party service providers, we will use service providers who protect Personal Information in a manner that is at least as protective as our own and who use your information only to provide services to us.

Legal Processes. We may share all types of information with others as required by, or permitted by, law. This may include sharing all types of information with governmental entities, or third parties in response to subpoenas, court orders, other legal process, or as we believe is necessary to exercise our legal rights, to defend against legal claims that have been brought against us, or to defend against possible legal claims that we determine in our sole discretion might be brought against us.

Sale of our Business. We may transfer any and all information we collect, including Personal Information, to the relevant third party in a reorganization, merger, or sale of our business.

We Do Not Knowingly Collect Information from Persons Below the Age of Consent

We do not knowingly collect or store any personal information from or about children under the age of 13 or anyone who is under the age of consent for the consumption of alcoholic beverages in the jurisdiction in which they reside. We will take steps to delete the personal information of any such person as soon as possible after learning that we have collected such personal information.

You May Change Your Personal Information

You may change any of your Personal Information in your Account by editing your profile within your Account. You may request deletion of your Personal Information by us, but please note that we may be required to keep this information and not delete it (or to keep this information for a certain time, in which case we will comply with your deletion request only after we have fulfilled such requirements). When we delete any information, it will be deleted from the active database, but may remain in our archives. We may retain your information for fraud or similar purposes.

Data Retention

The Company retains data it uses for research purposes for periods determined by our clients, after which the information is removed and discarded. If you have contacted us or provided PII to the Company to be contacted or joined our mailing list, we will retain your information for as long as you're active or as needed to provide you with information. If you wish to request that we no longer use your information to provide you services, please email us at contact@sprowtlabs.com.

You May Opt Out of Receiving Certain Communications

You may opt out of our use of your Personal Information for purposes of delivering newsletters, surveys, offers, and other promotional materials for our marketing and related purposes by following the unsubscribe instructions that accompany any such materials or by [contacting us directly](#). We may, nevertheless, continue to send communications to you for other purposes, such as notices about changes to our Terms of Services, changes to this Privacy Policy, or firmware updates.

Compliance with Law Enforcement

If it becomes necessary by law or legal process for the Company to disclose your personal information, we may do so upon determination that such disclosure is legally necessary.

Other Policies May Also Apply

Our privacy policy does not apply to websites or applications offered by other companies or individuals, including products or sites that may be displayed as advertisements. We encourage you to read the privacy policies of any third-party website before transmitting personal or other information.

Changes to this Website Privacy Policy

We may update this Website Privacy Policy from time to time. If we make material changes, we will post the new Website Privacy policy on this page with a notice that the Website Privacy Policy has been updated.

You May Contact Us About Our Policy

If you have any questions or concerns about our privacy policy, including questions about deleting or correcting your Personal Information, please [contact our support team](#).

Attributions

Last Revised: Sept 21, 2018

We live in an interconnected world. We've had the privilege of both collaborating directly with talented people and using work available through the Creative Commons. Thanks so much!

Product Design

- [Justin Sengly](#) for brand logos, brand colors, product exterior design
- Maria Darron for [Minnesota Icon shown on the product label](#). Design available from Noun Project

Online Media

- Icons from Noun Project
- [Justin Sengly](#) for logos, brand colors, site design
- Harry Harlan for use of Harlan family photos
- [Gustav Hoiland](#) for portraits and photos of our lab

Iconography

- Christopher T. Howlett for Barley icon from the Noun Project
- Mark Caron for [Conical Fermenter](#) icon from the Noun Project
- AomAm for [Rye](#) icon from the Noun Project
- Laymik for Seed icon from the Noun Project
- Tomas Knopp for [Wheat](#) icon from the Noun Project
- brewery by Made x Made from the Noun Project
- Beer by Made x Made from the Noun Project
- yeast by Made x Made from the Noun Project
- distillery by Made x Made from the Noun Project
- management by Made x Made from the Noun Project
- speech by Made x Made from the Noun Project

Video work

- Mark Emmons and [Justin Sengly](#) for script writing, filming, and editing
- [Dan Forke](#) for audio recording

Terms of Service

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Binding Contract

These Terms of Service govern your access to and use of our Website and constitute a binding contract that you accept (i) by clicking "accept" when presented with that option at the time you register, renew, or revise an Account, purchase an item through our online Shop, or (ii) by otherwise accessing our Website and viewing its content. Our Privacy Policy, available at <https://www.sprowtlabs.com/legal/privacy-policy>, is incorporated by reference into these Terms of Service and agreed to by you with your acceptance of these Terms of Service. The embedded software, and updates, installed on a Sprowt Labs Device used in conjunction with our Website is licensed and governed by our End User License Agreement ("EULA"), available at <https://www.sprowtlabs.com/legal/end-user-license-agreement>, and the Company's Limited Warranty, available at <https://www.sprowtlabs.com/legal/warranty>. Your acceptance of this contract is expressly limited to the terms described herein, and may not be modified in any manner without our prior written consent. To the extent that the provisions of any additional terms conflict with these Terms of Service, the provisions of the additional terms will govern.

If you do not accept these Terms of Service as presented, you may not access our Website for any reason whatsoever. You also may not accept these Terms of Service, and therefore may not access our Website, if (i) you are not of legal age to form a binding contract with us or (ii) the laws of the jurisdiction in which you reside proscribe your use of our Website in the manner you intend. By purchasing items from our Shop, registering an Account, or generally accessing our Website you represent and warrant that (i) the information you provide is truthful and accurate; (ii) your actions do not violate any U.S. or other applicable law or regulation; and (iii) you are above the minimum age for alcohol consumption in the country and jurisdiction in which they reside, which in the United States is 21 years of age, but in no event less than 13 years of age.

Definitions

"Account" means the system on our Website by which you register and thereafter authenticate your privileges to access certain areas and features of our Website that we make available only to Registered Users.

"Company" means Sprowt, LLC, a corporation formed under the laws of the State of Minnesota; "us" and "we" are both synonymous with Company, and references to "our" is construed accordingly.

"Content" means any information (such as data files, written text, computer software, music, audio files, or other sounds, photographs, videos, or images of any kind), features, and services to which you have access as part of, or through your use of, the Website.

"Contributions" means comments, links, recipes, and other information and materials (whether text, graphics, audio, images, videos, or software) that any Registered User contributes to the Website.

"Device" means any equipment or device that we manufacture, such as the Acro™, that you configure to access the Website through your Account.

"Registered User" means a User who has an Account.

"Shop" refers to our store, accessible on the Website, where we offer various products for sale subject to applicable law.

"User" means any person who accesses the Website, regardless whether the User has an Account or not; "you" is synonymous with User, and "your" is construed accordingly. Also, "you" includes your principal if you are accessing the Website in your capacity as an employee or agent of another.

"Website" refers to our website accessed on the Internet using the URL, <https://www.sprowtlabs.com>.

Security and Privacy

Security. You are responsible for maintaining the confidentiality of passwords associated with any Account you use to access the Website, and for that reason, you are accountable for any activity that occurs under your Account. You must notify us immediately (see contact information below) if you become aware of an unauthorized use of your password or your Account. Further, we take reasonable precautions, consistent with standard industry practices, including administrative, technical, and physical measures, to safeguard your sensitive personal information against loss, theft, and misuse, as well as against unauthorized access, disclosure, alteration, and destruction. We do not guarantee that these reasonable precautions are sufficient to safeguard your sensitive personal information in every instance. Accordingly, by using our Website, you acknowledge that you are providing your personal information at your own risk.

Privacy. Our Privacy Policy, available at <https://www.sprowtlabs.com/legal/privacy-policy>, explains our policies regarding Sprowt Labs' collection, use, and disclosure of the User's personally identifiable and anonymous information, including the collection and provision of such information on behalf of Content Providers. You agree to the use of your data in accordance with our Privacy Policy, including our policy for using third parties to collect information from you on their systems and according to their policies for the purpose of processing payments on our behalf. The User should review our Privacy Policy before using a Sprowt Labs Account.

All Rights Reserved. You may access the Website in whatever manner you choose, including with a connected Device. But all Content of the Website is provided to you subject to copyright law, with all rights reserved. We do not transfer to you any intellectual property owned by us or a third party, and all right, title and interest in and to such property will remain the sole property of Sprowt Labs or the third-party provider. Nothing in these Terms of Service gives you a right to use any of our or our licensors' trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. All rights not expressly granted to you in this Agreement are reserved by Sprowt Labs and its licensors.

Outbound Links. The Website may include hyperlinks to other websites, services, or resources over which we have no control. You acknowledge and agree that we are not responsible for the availability of any such external websites, services, or resources, and that we do not endorse any products or other materials on or available from such websites, services, or resources, irrespective of whether advertised on our website or not. You acknowledge and agree that we are not liable for any loss or damage that you may incur as a result of the availability of those external websites, services, or resources, or as a result of any reliance you place on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, any websites, services, or resources.

User-Generated Content. The Content of our Website may include Contributions made by you and other Registered Users. You acknowledge and agree that we are not responsible for, and that we do not endorse, any material or information included in any Contribution, and we specifically disavow representing or implying that such material is accurate, useful, or not harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems and Devices from viruses, worms, Trojan horses, and other harmful or destructive content. Despite our efforts to the contrary, the Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. Your use of the Website and its Content is at your own risk.

Prohibited Conduct

You agree to access and use the Website only for the purposes permitted under these Terms of Service and any rules that we may post on the Website from time to time; and, even then, only to the extent allowed under any applicable law, regulation, or generally accepted practice or guideline that governs your conduct in any relevant jurisdiction. Without limiting the generality of the foregoing restriction, you expressly agree that you will not:

Misrepresent your identity or provide false personal or other information when registering an Account and accessing and using the Website; Post obscene, harassing, defamatory, filthy, violent, pornographic, abusive, threatening, libelous, illegal, or objectionable (including, without limitation, bigoted, racist, sexist, homophobic, or prejudiced) material; or post a communication that advocates or encourages criminal conduct or conduct that may give rise to civil liability; Advertise or otherwise solicit funds, goods, or services; Use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you, without prior express written consent, or that violates any third-party right; Post spam, post machine- or randomly-generated material, or submit unethical or undesirable commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing); Copy, modify, reverse engineer, disassemble, redistribute, republish, alter, create derivative works from, assign, license, transfer, or adapt any of the software, information, text, graphics, source code or HTML code, or other Content available on the Website; Violate a third party's intellectual property, personality, publicity, or confidentiality rights; or upload, download, display, publish, perform, create derivative works from, transmit, or otherwise distribute information or content in violation of a third party's intellectual property rights; Post any material you create but to which your employer has intellectual property rights, without first receiving your employer's permission or otherwise securing a waiver and release; Remove or modify any copyright, trademark, legal notice, or other proprietary notation from the Content available on the Website; Transmit, install, upload, or otherwise transfer any material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; or transfer any other item or initiate any other process that in any way affects the use or enjoyment of the Website, or that otherwise adversely affects our computers, servers, or databases; Violate any domestic, foreign, or international law or regulation involving the export of software or technology, including, without limitation, the U.S. Export Administration Regulations; and Use any device (such as a "web crawler" or other automatic retrieval mechanism) or other means to harvest information about other Users or the Website. We reserve the right, but do not have any obligation, to monitor use of the Website; to remove any Content that we consider inappropriate or unlawful or otherwise likely to cause us liability; and to revoke or deny access to anyone, including you, who engages in prohibited conduct.

Responsibility. You may, if you are a Registered User and so choose, make Contributions, but you are solely responsible for any harm that your Contributions may cause. You hereby represent and warrant that, with respect to each Contribution you make, (i) you have the right to submit such Contribution, (ii) you are not aware of any material defect in the Contribution, and (iii) you have not engaged in any, and the Contribution does not constitute, "prohibited conduct" as described above.

License Grant. You hereby grant to the Company a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt, and publish your Contributions for any purpose, including sharing as Content on the Website. You may not delete a Contribution once made.

Indemnification. You agree to defend, indemnify and hold harmless the Company, its affiliates, and their respective directors, officers, and employees against any and all costs, damages, and losses, including reasonable attorneys' fees, resulting from any third-party claim or lawsuit arising out of or based on: (a) Contributions that you submit, post, or display on or through the Website that allegedly infringes the rights of, or has caused harm to, a third party; or (b) any breach of any representation, warranty, or covenant by you under these Terms of Service. We reserve the right, at your expense, and upon providing reasonable notice to you, to assume the exclusive defense and control of any claim or lawsuit subject to this indemnification provision and you agree to cooperate with our defense of such claims. Your indemnification obligations are conditioned on (i) an indemnified party providing prompt notice to you of any such claim, and (ii) providing you with any reasonable information or assistance that you request, and at your expense.

DMCA Compliance

We will remove any offending Contribution that is reported to us pursuant to the Digital Millennium Copyright Act (17 U.S.C.A. § 512), also known as the DMCA. We will not restore such Contribution unless (a) you file a counter-notice that is the form required under the DMCA, and (b) the complaining party then fails to initiate a court action, as the DMCA requires. For making requests or providing notices under the DMCA, please contact us at contact@sprowtlabs.com. We discourage false claims of infringement the same as we discourage false claims of non-infringement, either of which may be subject to liability under the DMCA. We therefore encourage you to seek the legal advice of counsel before seeking, or opposing, the removal of Contributions.

Reports of Offending Contributions. To make a report to us under the DMCA, please provide the following information in writing, as detailed in the DMCA at 17 U.S.C.A. § 512(c)(3): (i) the physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, such as an address, telephone number, and e-mail address; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Counter-Notice. If you believe that a Contribution that was removed, or for which access was disabled, is not infringing, or that you have the authorization or a right to post and use the information, you may send a counter-notice containing the following information in writing as detailed in the DMCA at 17 U.S.C.A. § 512(g)(3): (i) your physical or electronic signature; (ii) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; (iv) your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court located in Hennepin County, Minnesota and that you will accept service of process from the person who provided notification of the alleged infringement.

Upon receipt of a counter-notice, we may provide the complaining party with a copy of the counter-notice and inform them that the removed information may be replaced or cease disabling access to it in 10 business days. We may, at our discretion, replace or cease disabling access to the removed information between 10 to 14 business days or more after receiving the counter-notice, unless the complaining party has filed an action seeking a court order to restrain the contributing party from posting the offending Contribution.

Feedback and Suggestions

We welcome your feedback and suggestions, including your ideas for improvement, for our Website, any Device, and our other products and services. You agree that your submissions are voluntary, gratuitous, unsolicited, and without restriction and will not place us under any fiduciary or other obligation to you or anyone else. We may use, copy, modify, publish, or redistribute your submission and its contents, and use the ideas you voluntarily share, for any purpose and in any way without any compensation to you. We will be under no obligation to use your ideas and we do not waive any right we have to use similar or related ideas previously known to us, developed by our employees, or obtained from other sources.

Exclusion of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF OUR WEBSITE IS AT YOUR SOLE RISK, AND THAT WE PROVIDE THE WEBSITE TO YOU "AS IS" AND "AS AVAILABLE," UNLESS OTHERWISE WARRANTED IN THESE TERMS OF SERVICE. IN PARTICULAR, WE NEITHER REPRESENT NOR WARRANT THAT YOUR USE OF OUR WEBSITE WILL MEET YOUR REQUIREMENTS; THAT YOUR USE OF THE WEBSITE WILL BE UNINTERRUPTED, SECURE, OR FREE FROM ERROR; AND THAT ANY DEFECTS IN OPERATION OR FUNCTIONALITY WILL BE CORRECTED. WE FURTHER EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Limitation of Liability

IN NO EVENT WILL WE BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY RELATING TO YOUR USE OF THE WEBSITE FOR: (A) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; (B) THE COST OF PROCUREMENT FOR SUBSTITUTE PRODUCTS OR SERVICES; (C) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (D) FOR ANY AMOUNTS THAT EXCEED THE FEES PAID BY YOU TO US UNDER THIS AGREEMENT. WE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND OUR REASONABLE CONTROL.

Qualification

NOTHING IN THESE TERMS, AND IN PARTICULAR THE PRECEDING EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY, SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR LOSSES THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Changes to our Website or Termination of Access

We reserve the right to change, suspend, or discontinue our Website, or any part of it, with or without notice at any time. We may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. You agree that we will not be liable to you or to any third party for any action taken under this section. You may terminate your Account (if you have one) at any time simply by discontinuing use of the Website. All provisions of this Agreement that by their nature should survive termination will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Governing Law; Arbitration

These Terms of Service shall be governed by and construed in accordance with the laws of the State of Minnesota and the laws of the United States, without regard to conflicts of law principles.

BY ENTERING INTO THESE TERMS OF SERVICE, YOU AGREE THAT WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY, AND SHALL, EXCEPT AS PROVIDED IN THIS PROVISION, SUBMIT ANY AND ALL CLAIMS OR DISPUTES TO MEDIATION AND BINDING ARBITRATION. IF YOU DO NOT WISH TO BE BOUND TO ARBITRATION, YOU MUST NOTIFY US IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU FIRST ACCEPT THESE TERMS OF SERVICE, OR AS REQUIRED BY APPLICABLE LAW.

You agree that you shall submit any claim, cause of action, or dispute you have with us arising out of or relating to these Terms of Service or your access to the Website exclusively to Judicial Dispute Resolution, Inc. ("JDR") in Minneapolis, Minnesota for non-binding mediation. If complete agreement cannot be reached within ten (10) days of submission to mediation, the remaining unresolved issues shall be submitted upon the demand of either party to JDR in Minneapolis, Minnesota for final and binding arbitration by a single arbitrator pursuant to JDR's rules and procedures. In that event, the parties will use their best efforts to agree to the selection of the arbitrator. If the parties cannot so agree, then (i) they will request JDR to supply them with a list of five (5) arbitrators; (ii) each party will have the right to strike two (2) names from the list; and (iii) the remaining arbitrator will decide the dispute.

Notwithstanding the terms of this provision, either of us may: (i) bring an action in small claims court; (ii) seek an preliminary injunction or temporary restraining order, pending arbitration, in any court that has jurisdiction; (iii) bring issues to the attention of federal, state, or local agencies, which may seek relief against us on your behalf; or (iv) seek injunctive or other equitable relief to protect trade secrets and intellectual property rights or to prevent loss or damage to services in any court with competent jurisdiction.

General Legal Provisions

These Terms of Service comprise the entire contract between you and us concerning our Website, and supersedes any prior contracts we may have. This contract does not confer any third-party beneficiary rights, nor does this contract prohibit us from complying with the law. If any portion of this contract is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms of Service, our failure will not be deemed a waiver. Instead, any waiver of these Terms of Service must be made in a writing that we sign. You may not transfer any of your rights or obligations under this contract without our consent. At the same time, however, we may freely assign all our rights and obligations under our contract with you in connection with a merger, acquisition, or sale of assets, or otherwise by operation of law.

Changes to the Terms of Service

We may modify these Terms of Service at any time and for any reason in our sole and absolute discretion. Any such change shall take effect on the later to occur of the date when you receive notice of such a change or the date we specify in such notice. Your access of our Website after the effective date of any such change shall be deemed as your acceptance of these Terms of Service as so modified.

Contact Information; Notices

You agree that any notices we send to you in relation to your use of the Service generally and to these Terms of Services specifically may be sent via email to the address we have on file for your Account. You further agree that, with respect to changes we may make to these Terms of Service, we may notify you either by sending an email or otherwise by posting a prominent notice on the home page of the Website for a period of time not less than ten (10) days before the date the change takes effect. You are responsible for keeping the contact information in your Account current, and for accessing the Website periodically to view any changes to these Terms of Service that we may make. Please add @sprowtlabs.com to your e-mail account to help ensure that you receive communications from us.

You, in turn, will direct questions you have to us about the Service or about this contract in the following manner:

For General Inquiries: contact@sprowtlabs.com

For Support Requests: contact@sprowtlabs.com

For Security Breaches: contact@sprowtlabs.com

For DMCA Notices: contact@sprowtlabs.com

Otherwise by postal to: 12651 Zenith Ave S #107, Burnsville, MN, 55337