

PRE-ORDERS Terms and conditions

Destiny Robotics Corporation

PRE-ORDER TERMS AND CONDITIONS

These Pre-Order Terms and Conditions (these “Terms”) govern the placing of a pre-order (“Pre-Order”) with Destiny Robotics Corporation, (“Destiny Robotics Corporation” or “we” or “us”) for a Robot Destiny (“Robot/Device”). Please read all these Terms carefully before submitting your Pre-Order. By submitting your Pre-Order, you agree to be legally bound by these Terms.

1. No Obligations.

Each Pre-Order you submit for a is a deposit for a future purchase of the Device. You are under no obligation to purchase a Device from us, and we are under no obligation to supply you with a Device.

These Terms do not constitute an agreement for the sale of a Device and do not lock in pricing, a firm production slot, a firm delivery date, or specific Device configuration. To complete the purchase of a Device, you will need to execute Destiny Robotics Corporation Standard Agreement to Purchase (“Final Sales Agreement”) which will include additional terms and conditions, including the final price sheet for the Device. Additional payment for the Device, including taxes and other governmental fees, will be required at that time.

We may decline Pre-Orders to avoid over-subscription or as we deem appropriate in our sole discretion. If your Pre-Order is declined, you will be notified, and your Pre-Order payment will be refunded.

2. Pre-Order Eligibility: Age and Residency; Entity Pre-Orders.

You must be at least 18 years of age. If you are pre-ordering a Device on behalf of a company, organization or entity (an “Entity”), you represent and warrant that (x) you have the authority to bind that Entity to these Terms and (y) such Entity agrees to be bound by these Terms.

3. Registration.

When placing a Pre-Order for a Device, you will be required to provide

certain information, such as your address and billing information. You represent and warrant that all such information is accurate, and you shall ensure that such information is kept current. Destiny Robotics C. Products shall have no responsibility or liability for inaccurate information or information that later becomes outdated and shall have no obligation to make efforts to determine the correct contact or shipping information. You can update your information at any time prior to your product being shipped by sending an email to : megan@destinyrobotics.io

4. Payment.

You will be charged a fee of \$12,- (the "Pre-Order Fee") when you place your Pre-Order with us. Placing a Pre-Order with us constitutes your express agreement to be charged the Pre-Order Fee using your provided payment method. Your payment will be held by Destiny Robotics C. and released for application towards the final sales price of the Device when you execute the Final Sales Agreement.

5. No Guarantee of Shipping Date.

You are pre-ordering a Device that will be produced for you in the future and your priority will be set by the date of payment on your Pre-Order. The actual date for shipping for any accepted Pre-Order will depend on a variety factor, including the date of payment on your Pre-Order, our manufacturing schedule, and the execution of the Final Sales Agreement. There is no guarantee as to shipping date based on your Pre-Order.

6. Cancellation/ Refund.

You can cancel your Pre-Order and receive a full refund at any time by sending an email to megan@destinyrobotics.io from the address you used to make the preorder. You will receive your refund within approximately 7-10 business days. Destiny Robotics C. promotional items, if any, received at the time of Pre-Order are yours to keep even after cancellation.

7. Device Configuration.

You understand that we may not have completed the development of the Device or begun manufacturing the Device at the time of your Pre-Order. You further understand that the Device's available features at the starting price have not yet been determined. By agreeing to these Terms, you represent

and warrant to us that you understand that the Device configuration may change prior to execution of the Final Sales Agreement.

8. Privacy Policy and Terms of Use.

The information you provide with your Pre-Order will be used in accordance with our Privacy Policy and Terms of Use, each of which is incorporated herein by reference and available on our website. Please read our Privacy Policy and Terms of Use carefully to understand Destiny Robotics C. practices regarding your information and how it will be treated. If you have questions regarding our Privacy Policy or Terms of Use, you should contact us by email at megan@destinyrobotics.io

9. Force Majeure.

Your Pre-Order does not create liability for Destiny Robotics Corporation Products or you for any failure to perform due to an event beyond our control, including, but not limited to, any Act of God, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, unavailability of materials, strike, earthquake, flood or any other natural or man-made eventuality outside of our control.

10. Entire Agreement, Modification and Severability.

We reserve the right, at our discretion, to change these Terms at any time. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of these Terms shall continue in full force and effect and the unenforceable provision shall be deemed to be modified solely to the extent necessary to make it enforceable. This Agreement represents the entire agreement governing your Pre-Order.

11. Assignment.

You may not assign your rights under these Terms (or your Pre-Order) without our express prior consent.

12. Limitation of Liability.

UNDER NO CIRCUMSTANCES WHATSOEVER, SUBJECT ONLY TO THE LIMITS OF APPLICABLE LAW, SHALL DESTINY ROBOTICS CORPORATION BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING LOST

PROFITS, LOSS OF BUSINESS OR LOSS OF OPPORTUNITY, REGARDLESS OF THE BASIS OR CIRCUMSTANCES OF ANY CLAIM, DAMAGE, LOSS OR EXPENSE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY CLAIMS, DAMAGES, LOSSES OR EXPENSES.

IN THE EVENT THAT WE ARE HELD LIABLE FOR ANY CLAIMS, DAMAGES, COSTS OR EXPENSES UNDER, ARISING OUT OF, OR WITH RESPECT TO THESE TERMS OR YOUR PRE-ORDER, OUR LIABILITY SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF YOUR PRE-ORDER FEE.

13. Applicable Law and Class Action Waiver

To the maximum extent permitted by law, this agreement is governed by the laws of the State of Delaware, and you hereby consent to the exclusive jurisdiction and venue of courts in Delaware in all disputes arising out of or relating to the use of the Site.

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE, AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and [Destiny Robotics](#) agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.