

Website, Webshop Terms and Conditions

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This web page represents a legal document containing the terms and conditions (“Agreement”) governing your use of our website www.airjector.com (“Website”). You agree to fully comply with and be bound by this Agreement each time you use our Website. Please review the following terms and conditions carefully. If you disagree with any of these terms and conditions, you must not use our Website.

Any questions regarding this Agreement should be directed to RespiDerm Corporation via email to info@airjector.com or by mail to:

RespiDerm Corporation
5 Office Park Drive #100
Little Rock, Arkansas 72211
USA

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Definitions

The terms “us”, “we”, and “our” refer to RespiDerm Corporation, the owner of this Website. A “Visitor” is someone who merely browses our Website. A “Member” is someone who has registered with our Website to use the services we provide (“Services”). The term “User” is a collective identifier that refers to either a Visitor or a Member. The term “Product” refers to any products we sell or give away.

All text, information, material, graphics, design, and data offered through our Website or Services, whether produced by our Members or by us, are collectively known as our “Content.” We distinguish content posted by our Members as “Member Content.”

Acceptance of Agreement

This Agreement is between you and RespiDerm Corporation.

THIS AGREEMENT CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT OUR LIABILITY TO YOU. PLEASE READ THE AGREEMENT CAREFULLY AND IN ITS ENTIRETY, AS USING, ACCESSING, AND/OR BROWSING OUR WEBSITE CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BEING BOUND TO EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, PLEASE CLIK “I DO NOT AGREE THE WEBSITE, WEBSHOP TERMS AND CONDITIONS”, EXIT OUR WEBSITE IMMEDIATELY AND DO NOT USE, ACCESS, OR BROWSE THE WEBSITE FURTHER.

Except as otherwise noted, this Agreement constitutes the entire and only agreement between you and RespiDerm Corporation and supersedes all other agreements, representations, warranties, and understandings with respect to our Website, Services, Products, Content, and the subject matter contained herein. However, in order for you to use our Website and/or Services you may also be required to agree to additional terms and conditions. Those additional terms and conditions will be incorporated into this Agreement unless otherwise stated.

Privacy Policy

Our Privacy Policy is considered part of this Agreement and is available on this Website. You must review our Privacy Policy by clicking on this www.airjector.com/privacypolicy. If you do not accept and agree to being bound by all of the terms and conditions of this Agreement, including the www.airjector.com Privacy Policy, do not use this Website or our Services.

Medical Disclaimer

You understand that any medical information as found within our Website is for general educational and informational purposes only and is not intended or otherwise implied to be medical advice.

You further understand that such information is by no means complete or exhaustive, and that as a result, such information does not encompass all conditions, disorders, health-related issues, or respective treatments. You should always consult your physician or other healthcare provider to determine the appropriateness of this information for your own situation or should you have any

questions regarding a medical condition or treatment plan. You should never delay seeking medical advice, disregard medical advice, or discontinue medical treatment because of information on our Website.

Medical information on our Website, including information regarding our Products and Services, has not been evaluated or approved by the Food and Drug Administration (FDA).

You agree not to use any information on our Website, including, but not limited to Product descriptions and customer testimonials for the diagnosis and treatment of any health issue or for the prescription of any medication or treatment.

You acknowledge that all customer testimonials as found on our Website are strictly the opinion of that person, and any results such person may have achieved are solely individual in nature; your results may vary.

In light of the foregoing, you understand and agree that we are not liable nor do we assume any liability for any information contained within our Website as well as your reliance on it. In no event shall we be liable for direct, indirect, consequential, special, exemplary, or other damages related to your use of the information contained within our Website.

Arbitration

Any legal controversy or claim arising from or relating to this Agreement and/or our Services, excluding legal action taken by us to collect or recover damages or obtain any injunction relating to Website operations, intellectual property, or our Services, will be settled solely by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party.

The arbitration will be conducted in Little Rock, Arkansas, USA and judgment on the arbitration award may be entered into any court having jurisdiction thereof. You or we may seek any interim or preliminary relief from a court of competent jurisdiction in Little Rock, Arkansas, USA necessary to protect the rights or property of you and us pending the completion of arbitration. Each party will bear one-half (1/2) of the arbitration fees and costs.

Any cause of action by you with respect to this Agreement or our Website or Services must be instituted within one (1) year after the cause of action arose or be forever waived and barred.

Choice of Law

This Agreement will be treated as if it were executed and performed in Little Rock, Arkansas, USA, and will be governed by and construed in accordance with the laws of the state of Arkansas without regard to conflict of laws provisions.

Limited License

RespiDerm Corporation grants you a worldwide, nonexclusive, nontransferable, royalty-free, revocable license to access and use our Website and Services strictly in accordance with this Agreement. Your use of our Website and Services is solely for internal, personal, noncommercial purposes, unless otherwise provided in this Agreement. No printout or electronic version of any

part of our Website or Services may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

You may:

view pages from our Website in a web browser; download pages from our Website for caching in a web browser; print pages from our Website; stream audio and video files from our Website; and use our Website services by means of a web browser, subject to the other provisions of this Agreement.

You may not:

edit or otherwise modify any Content on our Website; republish Content from our Website (including republication on another website); sell, rent, or sub-license Content from our Website; show any Content from our Website in public; exploit Content from our Website for a commercial purpose; or redistribute Content from our Website.

We reserve the right to restrict access to areas of our Website at our discretion. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our Website.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our Website, Content, Services, and any software provided therein.

Our Relationship to You

This Agreement in no way creates any agency, partnership, joint venture, employee-employer, or franchisee-franchisor relationship between you and RespiDerm Corporation.

Our Intellectual Property

Our Website may contain our service marks or trademarks as well as those of our affiliates or other companies in the form of words, graphics, and logos. Your use of our Website or Services does not constitute any right or license for you to use our service marks or trademarks without the prior written permission of RespiDerm Corporation.

Our Content, as found within our Website and Services, is protected under United States and foreign copyrights. The copying, redistribution, use, or publication by you of any such Content is strictly prohibited. Your use of our Website and Services does not grant you any ownership rights to our Content.

Copyright Notice

The copyright on material on this Website (including without limitation the text, computer code, artwork, photographs, images, music, audio material, video material, and audio-visual material) is owned by RespiDerm Corporation. You must not adapt, edit, change, transform, publish, republish, distribute, redistribute, broadcast, rebroadcast, or show or play in public this Website or the material on this Website without our prior written permission. You may request

permission to use the copyright materials on this Website by email to info@airjector.com or mail to RespiDerm Corporation, 5 Office Park Drive #100, Little Rock, Arkansas 72211 USA.

We take the protection of our copyright very seriously. If RespiDerm Corporation discovers that you have used its copyright materials in contravention of this Agreement, we may bring legal proceedings against you seeking monetary damages and an injunction to stop you from using those materials.

If you become aware of any use of RespiDerm Corporation's copyright materials that contravenes this Agreement, you should report such unauthorized use by email to info@airjector.com or by post to RespiDerm Corporation, 5 Office Park Drive #100, Little Rock, Arkansas 72211 USA.

Digital Millennium Copyright Act Compliance

RespiDerm Corporation will quickly respond to claims of copyright infringement as found in our Content according to the terms of the Digital Millennium Copyright Act of 1998 (DMCA) under United States law (17 USC § 512). If you believe that any of your copyrights are infringed by our Content, please provide us with a written notice by mail, fax, or email that contains the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on our Website;
- Your address, telephone number, and email address;
- Your statement that you have good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- Your statement, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

We are only required to respond to notices that substantially comply with the above requirements. We will investigate your claim and notify you by the method of contact you used to file your notice with us.

Eligibility and Registration for Membership

To use our Services, you must register with our Website to become a Member. Your Membership is not transferable or assignable and is void where prohibited. Our Services are intended solely for Users who are at least 18 years of age. Any registration for, use of, or access to our Services by anyone under that age is unauthorized, unlicensed, and in violation of this Agreement. By using our Services, you represent and warrant that you are 18 years of age or older and agree to abide by all the terms and conditions of this Agreement. RespiDerm Corporation has sole right and discretion to determine whether to accept you as a Member, and may reject your registration with or without explanation.

When you complete the registration process and are accepted as a Member, you will receive a password that will allow you to access our Services. You agree to maintain the confidentiality of your password and are fully responsible for all liability and damages resulting from your failure to maintain that confidentiality and all activities that occur through the use of your password. You must not allow any other person to use your password to access the Member's area of our Website.

You agree to immediately notify us of any unauthorized use of your password or any other breach of security. You agree that RespiDerm Corporation cannot and will not be liable for any loss or damage arising from your failure to comply with password security as discussed herein.

Content Disclaimer

The opinions expressed on our Website are not necessarily the opinions of RespiDerm Corporation.

Any blog Content provided by our bloggers is of the blogger's opinion, and is not intended to malign any religion, ethnic group, club, organization, company, individual, or anyone or anything. The Content may be changed without notice and is not guaranteed to be complete, correct, timely, current, or up to date. Similar to any printed materials, the Content may become out of date. We undertake no obligation to update any Content on our Website. Members are responsible for their own Member Content where applicable, and may update their Member Content at any time without notice and at their sole discretion. We reserve the right to make alterations or deletions to the Content at any time without notice.

The opinions expressed on our Website with regard to our Products and Services are our own and are not the opinions of the manufacturer or distributor of such Products and Services.

Video Disclaimer

The views and opinions expressed in videos on our Website do not necessarily reflect the official policies or positions of RespiDerm Corporation. The content and opinions contained in videos are not intended to malign any religion, ethnic group, organization, company, or individual.

We make no representations or warranties of any kind, express or implied, with regard to the completeness, accuracy, reliability, or suitability of any content contained within the videos on our Website.

RespiDerm Corporation is not responsible for any loss or damage, including without limitation indirect or consequential loss or damage, or any loss or damage whatsoever arising from viewing videos on our Website.

Errors, Corrections, and Changes

We do not represent or otherwise warrant that our Website will be error-free or free from viruses or other harmful components, or that we will correct any errors. We do not represent or otherwise warrant that the information available on or through our Website will be correct, accurate, timely, or otherwise reliable. We may make changes to the features, functionality, or

Content of our Website or Services at any time. We reserve the right in our sole discretion to edit or remove any documents, information, or other Content appearing on our Website or Services.

Financial, Legal, and Other Advice Disclaimer

You hereby acknowledge that nothing contained in our Website will constitute financial, investment, accounting, tax, legal, or other professional advice and that no professional relationship of any kind is created between you and RespiDerm Corporation or our Members. You hereby agree that you will not make any financial, investment, accounting, tax, legal, or other decisions based in whole or in part on anything contained in our Website or Services.

Advertisers and Sponsors Disclaimer

Our Website may contain advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on our Website is accurate and complies with applicable laws. We are not responsible for the illegality or any error, inaccuracy, or problem in advertisers' or sponsors' materials.

THE INCLUSION OF THIRD PARTY ADVERTISEMENTS DOES NOT CONSTITUTE AN ENDORSEMENT, GUARANTEE, WARRANTY, OR RECOMMENDATION BY RESPIDERM CORPORATION AND WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT ANY PRODUCT OR SERVICE CONTAINED THEREIN.

Merchant and Advertisement Disclaimer

We may allow access to or advertise certain third-party product or service providers ("Merchants") from which you may purchase certain goods or services. You understand that we do not operate or control the products or services offered by Merchants. Merchants are responsible for all aspects of order processing, fulfillment, delivery, billing, returns, refunds, and customer service. We are not a party to the transactions entered into between you and Merchants.

You agree that use or purchase of goods and services from such Merchants is AT YOUR SOLE RISK AND WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED, OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY, OR NONINFRINGEMENT. WE ARE NOT LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT WEBSITES OR ANY OTHER WEBSITE LINKED TO OUR WEBSITE.

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You understand that even though RespiDerm Corporation may be compensated for showing Merchants' ads or linking to Merchants' websites, receipt of any such compensation does not constitute our endorsement or recommendation of any products or services offered by Merchants.

Warranty Disclaimer

RespiDerm Corporation is not responsible or liable in any manner for any Content posted on our Website or in connection with our Services, whether posted or caused by Members of our Website or by us. Although we provide rules for Member conduct and postings, we do not control and are not responsible for what Members post, transmit, or share on our Website or Services, and are not responsible for any offensive, inappropriate, obscene, unlawful, or otherwise objectionable Content you may encounter using our Website or Services. RespiDerm Corporation is not responsible for the online or offline conduct of any User of our Website or Services.

Our Website and/or Services may be temporarily unavailable from time to time for maintenance or other reasons. RespiDerm Corporation assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of Member communications.

RespiDerm Corporation is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email on account of technical problems or traffic congestion on the Internet, or any combination thereof, including injury or damage to Members' or to any other person's computer, mobile phone, or other hardware or software related to or resulting from using or downloading materials in connection with our Website or Services, including without limitation any software provided through our Website or Services.

Under no circumstances will RespiDerm Corporation be responsible for any loss or damage, including any loss or damage or personal injury or death resulting from anyone's use of our Website or Services, or any interactions between Users of our Website or Services, whether online or offline.

RespiDerm Corporation reserves the right to change any Content, software, or other items used or contained in our Website or Services at any time without notice. Reference to any products, services, processes, or other information by trade name, trademark, brand, logo, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof, or any affiliation therewith by RespiDerm Corporation, by our Website, by third parties, or by any of the equipment or programming associated with or utilized by our Services.

THE INFORMATION, CONTENT, AND DOCUMENTS FROM OR THROUGH OUR WEBSITE ARE PROVIDED 'AS-IS', 'AS AVAILABLE', WITH 'ALL FAULTS', AND ALL EXPRESS OR IMPLIED WARRANTIES ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). OUR WEBSITE AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS, OR OTHER LIMITATIONS.

RESPIDERM CORPORATION, INCLUDING ALL OUR AFFILIATES, HAS NO LIABILITY

WHATSOEVER FOR YOUR USE OF OUR WEBSITE OR SERVICES. SUCH USE IS AT YOUR PERSONAL RISK. WE CANNOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM THE USE OF OUR WEBSITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, RELATED SOFTWARE. RESPIDERM CORPORATION DOES NOT REPRESENT OR WARRANT THAT OUR CONTENT, SERVICES, OR ANY SOFTWARE FOUND WITHIN ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY SUCH CONTENT OR SOFTWARE AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND REMOVE VIRUSES. ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES SOMEHOW ATTRIBUTED TO OUR CONTENT, SERVICES, OR RELATED SOFTWARE IS DISCLAIMED.

WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT AND RELATED SOFTWARE FROM OR THROUGH OUR WEBSITE OR SERVICES AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND FOR ANY DAMAGES TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM OF ANY KIND THAT MAY RESULT. NEITHER WE NOR ANY OF OUR AFFILIATES ARE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THIS AGREEMENT BETWEEN YOU AND RESPIDERM CORPORATION.

OUR WEBSITE AND SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH OUR WEBSITE OR SERVICES WILL CREATE ANY WARRANTY, REPRESENTATION, OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

RESPIDERM CORPORATION DOES NOT SEEK TO LIMIT YOUR WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW.

Limitation of Liability

RespiDerm Corporation, as well as all our affiliates, will not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from our Website or Services, (b) any product liability issues to the extent that we are not involved with the manufacturer of the product(s) giving rise to liability, (c) the unavailability or interruption of our Website or Services, (d) your use of our Website or Content, (e) the Content contained on our Website or Services, or (f) any delay or failure in performance of our Website or Services beyond our control.

IN NO EVENT WILL RESPIDERM CORPORATION OR ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF OUR WEBSITE, CONTENT, SERVICES, OR ANY RELATED SOFTWARE, ACCESSED THROUGH OR DOWNLOADED FROM OUR WEBSITE OR SERVICES, EVEN IF RESPIDERM CORPORATION IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, RESPIDERM CORPORATION'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US FOR WEBSITE AND/OR SERVICES ACCESSED DURING THE PREVIOUS MONTH OF YOUR MEMBERSHIP PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

Member Conduct

Members may post their content to our Website through our Services (Member Content). Members and Visitors understand that by using our Website or Services they may be exposed to content that is offensive, indecent, or objectionable. We have no control over Member Content and do not in any way guarantee its quality, accuracy, or integrity. RespiDerm Corporation is not responsible for the monitoring or filtering of any Member Content. Should any Member Content be found illegal, RespiDerm Corporation will submit all necessary information to relevant authorities.

If any Member Content is reported to RespiDerm Corporation as being offensive or inappropriate, we may ask the Member to retract or otherwise modify the questionable content within 24 hours of being notified by us. If the Member fails to meet such request, RespiDerm Corporation has full authority to restrict the Member's ability to post Member Content OR immediately terminate the Member's membership without further notice to the Member.

Without limiting the foregoing, we have sole discretion to remove any Member Content that violates this Agreement or is otherwise objectionable in our sole discretion. Members are responsible for complying with all applicable federal and state laws for their content, including copyright and trademark laws. Members will respect copyright and trademark laws.

You warrant that you will not use our Services to infringe the intellectual property rights of others in any way. In accordance with the DMCA and other applicable law, we have adopted a policy of terminating Members who we deem, in our sole discretion, to be infringers of others' intellectual property rights.

As a Member, you agree not to use our Website or Services to upload, post, or otherwise transmit any Member Content that:

violates any local, state, federal, or international laws;
infringes on any patent, trademark, trade secret, copyright, or other proprietary rights of any party; harms, threatens, defames, promotes violence or illegal activities, or is otherwise vulgar, obscene, abusive, harassing, tortuous, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; links directly or indirectly to any materials to which you do

not have a right to link; contains any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers; contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or extract information from our Website or Services; contains any unsolicited or unauthorized advertising, solicitations, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; or in the sole judgment of RespiDerm Corporation is objectionable or restricts or inhibits any other person from using or enjoying our Website or Services, or which may expose RespiDerm Corporation, our affiliates, or our Users to any harm or liability of any type.

Unacceptable Use

As a User of our Website, you agree not to:

Use our Content to: develop a competing website; create compilations or derivative works as defined under United States copyright laws; or redistribute in any manner, including, but not limited to, sale, license, lease, rental, subscription, or any other distribution mechanism; Decompile, disassemble, or reverse engineer our Website, Services, and any related software; Use our Website or Services in any manner that violates this Agreement or any local, state, federal, or international laws; Use our Website in any way or take any action that causes, or may cause, damage to the Website or impairment of the performance, availability, or accessibility of the Website; Use our Website in any way that is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity; Use our Website to copy, store, host, transmit, send, use, publish, or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software; Conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction, and data harvesting) on or in relation to our Website without our express written consent; Access or otherwise interact with our Website using any robot, spider, or other automated means, except for the purpose of search engine indexing; or Use data collected from our Website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing, and direct mailing) or to contact individuals, companies, or other persons or entities.

Anti-Spam Policy

RespiDerm Corporation has a zero-tolerance spam policy. Our messaging system provides a facility that enables Users to send email and private messages to others. You must not use this facility to send unsolicited, bulk, or indiscriminate messages, whether or not for commercial purposes.

In the unlikely event that you receive a message from RespiDerm Corporation or sent using our messaging system that may be considered to be spam, you should contact us with the details so that we may investigate the matter.

Cookies Policy

This Website uses cookies that allow our web server to identify and track web browsers. By using our Website, you consent to our use of cookies.

Some or all of the cookies listed below may be stored in your web browser:

Preferences – these cookies save choices made by Users of our Website to enable more customized functionality, or they remember Member logins to access a secure part of the Website. The information gathered does not allow Users' browsing activity to be monitored.

Security – security cookies are used to authenticate Members, prevent fraudulent use of Member login credentials, and protect User data from unauthorized parties.

Processes – these cookies help make the Website work by delivering services that enable Users to navigate around web pages and allow Members to access secure areas of the Website.

Advertising – advertising cookies may be saved on your computer and used by third parties when the displayed content comes from a third-party site. These cookies allow third parties to collect and store information, such as User preferences and pages visited for advertising purposes or to improve their services. Please note that we have no control over these cookies from third parties and that we are not responsible for their operation. You should visit the sites concerned to view their cookies policy.

You can view and manage cookies in your browser. Most browsers will allow you to refuse cookies; however, blocking cookies may have a negative impact upon the functionality of some websites, including this Website.

Online Behavioral Advertising

Online behavioral advertising (OBA) is the practice of collecting data from a particular computer or device regarding web viewing behaviors for the purpose of delivering targeted advertising to that computer or device based on the preferences or interests inferred from such web viewing behaviors.

As a User of our Website, you have the means to exercise choice regarding the collection and use of your data for online behavioral advertising purposes.

Click on the following link for more information and to exercise these choices:

<http://www.aboutads.info/choices>

Use of Information

We reserve the right, and you authorize us, to the use and assignment of all of your information regarding your use of our Website and Services in any manner consistent with our Privacy Policy.

All remarks, suggestions, ideas, graphics, or other information communicated by you to us (collectively "Submissions") are considered assigned to us and are our property. We will not be required to treat any Submission as confidential, nor be liable for any ideas (including without limitation product, service, or advertising ideas), and will not incur any liability as a result of any similarities that may appear in our future Products, Services, or operations.

Without limitation we will have exclusive ownership of all present and future rights to Submissions of every kind and nature everywhere. We will be entitled to use Submissions for any commercial or other purpose whatsoever without compensation to you or any other person sending a Submission. You acknowledge that you are responsible for whatever material you submit and have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses, and traffic information.

Linking to Our Website

You may provide links to our Website provided that (a) you do not remove or obscure any portion of our Website by framing or otherwise, (b) your website does not engage in illegal or pornographic activities, (c) links to our Website are not misleading, (d) you do not link to our Website using any inline linking technique, (e) you do not use our logo to link to our Website without the express written permission of RespiDerm Corporation, and (f) you discontinue providing links to our Website immediately upon our request.

Links to Other Websites

Our Website may from time to time contain links to third party websites. Inclusion of links for any website on our Website does not mean that we endorse, guarantee, warrant, or recommend the products, services, information, content, or data of such third party websites.

RespiDerm Corporation has no control over the legal documents and privacy practices of third party websites; you access any third party websites at your own risk. We recommend that you review the privacy policy and terms and conditions of those sites to fully understand what information is collected and how it is used.

Products

The sale and purchase of Products through our Website will be subject to terms and conditions of sale, and we will ask you to agree to those terms and conditions each time you make a purchase on our Website. We may periodically change the Products available on our Website, and we do not undertake to continue to supply any particular Product or type of Product. Additionally, Product prices listed on our Website may be stated incorrectly.

The products offered and sold on our website (the “Products”) are provided as is without any guarantees or warranty. In association with the Products, RespiDerm Corporation makes no warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, of title, or of non-infringement of third party rights. Use of the Products by a user is at the user’s risk.

NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, THE PRODUCTS TO WHICH THE INFORMATION MENTIONS MAY BE USED WITHOUT INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS, OR OF ANY OTHER NATURE ARE MADE WITH RESPECT TO INFORMATION OR THE PRODUCT TO WHICH INFORMATION MENTIONS. IN NO CASE SHALL THE INFORMATION BE CONSIDERED A PART OF OUR TERMS AND CONDITIONS OF SALE.

Our Products are designed for specific applications and should not be used for any purpose not expressly set forth in applicable Product literature or users' guides. In no event shall RespiDerm Corporation be liable for any direct, indirect, punitive, incidental, or special consequential damages, to property or life, whatsoever arising out of or connected with the misuse of our Products or to any claims or damages arising out of Products used in applications not expressly intended by RespiDerm Corporation as set forth in applicable Product literature or users' guides.

Payments

You represent and warrant that if you are purchasing something from us, (i) any credit information you supply is true and complete, (ii) charges incurred by you will be honored by your bank or credit card company, (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes, and by the posted due date, and (iv) if your initial payment method is dishonored, you will still pay the incurred charges, including any surcharge we may incur due to the dishonored payment.

Refund and Return Policy

We hope you are fully satisfied with the products you purchase from us. However, in the event you wish to return a product that qualifies for a refund or exchange under the conditions set out in this policy, please follow the returns procedure outlined below.

Damaged or Defective Product Returns

If the product you purchased is damaged or defective as of receipt of delivery, you must notify us immediately upon discovery of such damage or defect by calling +1 (844)-AIRJECT (247-5328) or emailing info@airjector.com with details of the damage or defect. A customer service representative will then contact you with instructions for returning the product.

The product must be returned within ten (10) working days after receiving the return instructions. You will be responsible for shipping charges associated with return of the product and for any loss or damages to the returned product in transit.

Upon receipt of the returned product, we will inspect it, and if the product is found by us to be damaged or defective as claimed, we will (i) send you a replacement product or refund the purchase price (not including original shipping charges) and (ii) reimburse the cost of the shipping charges incurred by you for return of the product.

Other Returns

If the product you purchased is not damaged or defective but you wish to return it and receive a refund, you may do so by calling +1 (844)-AIRJECT (247-5328) or emailing info@airjector.com within ten (10) working days of receipt of delivery. A customer service representative will provide return instructions. We cannot offer you a refund if you fail to notify us within the 10-day period.

The product should be returned to us unopened, unused and in its original packaging, when possible, within ten (10) working days after receiving the return instructions. You must also enclose a receipt or proof of purchase.

We will not be responsible for any loss or damage to returned products in transit, and you will be responsible for shipping charges.

You will be entitled to a refund of the purchase price less the original shipping charges if (i) you provide the required notification and return the product within the time limits specified above and (ii) the returned product is unused, in its original unopened packaging with any labels still attached, or otherwise in substantially the same condition as when purchased. You will not be entitled to reimbursement of the shipping charges incurred by you in returning the product. Any refunds to which you are entitled will be credited to your original method of payment within thirty (30) calendar days following our receipt of the returned product.

Improper returns

If you return a product in contravention of this policy:

- (a) we will not refund the purchase price or exchange the product;
- (b) we may retain the returned product until you pay such additional amount as we may charge for re-delivery of the returned product; and
- (c) if we do not receive payment of such additional amount within thirty (30) calendar days of issuing a request for payment, we may retain possession of the returned product in our sole discretion without any liability to you.

This Delivery Policy applies to orders for our products made through our website at www.airjector.com or by telephone or email. This policy is a legally binding document and shall form part of the contract of sale between you and us made under our terms and conditions of sale.

General Information

All orders are subject to product availability. We anticipate that products you purchase from us will be delivered within ninety (90) days from the date you place your order. Delivery time may vary based on product availability, the quantity of products ordered, method of delivery, and the requested delivery location. Products may also be delivered in separate shipments.

Pre-Order Terms & Conditions

These Pre-Order Terms and Conditions (these “Terms”) govern the placing of pre-orders (“Pre-Order”) with Respiderm Corporation, (the “Company”) for the Products (as defined below). Please read these Terms carefully before submitting your Pre-Order. By submitting your Pre-Order, you agree to be legally bound by these terms.

You may pre-order Products, separately or in combination with each other. The Company may also make other Respiderm products available for pre-order in its discretion (collectively, the “Products”).

When placing a Pre-Order, you will be required to provide certain information, such as your address, billing information, and payment. You represent and warrant that all such information is accurate, and you shall ensure that such information is kept current. The Company 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 logging into your online account, or at US Toll Free: +1 (844)-AIRJECT (247-5328) or info@airjector.com.

You will be charged at the time of placing a Pre-Order. If the Company is unable to commence shipping of a Pre-Order Product on or before the sixth month anniversary of your placing the Pre-Order for that Product, the Company shall process a full refund to you. Methods of payment accepted are Visa, Master Card, American Express, Discover, PayPal and others as made available from time to time by the payment gateway provider. Your placing of a Pre-Order constitutes your express agreement to the company charging of your provided payment method at such time. The purchase price does not include import duties, customs, and other government charges, which are your responsibility. Pre-Order can be cancelled any time for full refund prior to shipping the products pre-ordered.

The expected shipping date for Pre-Order Products will be subject to reasonable delays in manufacturing and/or delivery. Such date is only an estimate is subject to change, and Company does not represent or warrant that it will be able to ship the Product by the estimated date. As a result, in the event that a delay arises and the estimated shipment and/or release of the product is not met, Respiderm is not responsible for any damages that may occur due to the delay, nor shall it be obligated, except as set forth in these Terms, to provide any discounts, refunds or credits due to any such delays. The Products will be shipped in the order in which your Pre-Order is received by the Company. Shipments will be made Monday – Friday, excluding holidays, unless otherwise noted. The information you provide for the Pre-Order of Products will be subject to the Company's Privacy Policy.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Method of Delivery

We offer standard, express, and international delivery, usually through FedEx, but other carriers may be used as needed. Your choice of the method of delivery may be limited based on the place of delivery. We will deliver to any location worldwide, subject to geographical limitations of the carrier. *Please be advised, however, that our products are currently approved for medical indications in the European Union only.*

Shipping Charges

Shipping charges are non-refundable and are based on the delivery method you select, the location of the delivery address, and the size and weight of the products in your order. Applicable shipping charges will be calculated and displayed on our website during the checkout process, or alternatively quoted by us if ordering by telephone or email, and will be applied to your order.

You will also be responsible for all taxes applicable to the purchase and delivery of your order, including sales tax, value added tax (for shipments within the EU only), custom duties, and excise duties, if any. Applicable taxes will be applied to your order upon checkout.

Delivery Tracking

Delivery tracking is available on shipment of our products. When your order ships, you will receive an email notifying you of the carrier, the tracking number for your shipment, the date your order shipped, the delivery address, and the expected delivery date.

Receipt and Signature

The email notification that is sent to you when your order ships will contain information on any delivery obligations on your part, such as whether someone has to be present for the delivery and/or whether someone has to sign for the delivery, and re-delivery instructions in the event the initial delivery attempt is unsuccessful.

Delivery Problems

If you experience any problems with a delivery, please contact us using the contact details that we publish on our website or that are otherwise provided to you.

If our carrier is unable to deliver your products through no fault of its own, and you do not collect your products from our carrier within the relevant time limit set out in the carrier's re-delivery instructions, we may agree to arrange for re-delivery of the products; however, we reserve the right to charge you for the actual costs of re-delivery and additional handling.

Situations where a failure to deliver will not be the carrier's fault include:

- you provided the wrong address for delivery;
- there is a mistake in the address for delivery that was provided;
- the address for delivery is not reasonably accessible;
- the address for delivery cannot safely be accessed;

- if in-person receipt is not required, there is no easy and secure means of leaving the products at the address for delivery and there is no person available to accept delivery; or
- if in-person receipt is required, there is no person available at the address for delivery to accept delivery and provide a signature.

Damaged Products

If there is any damage to products you ordered on delivery, please follow the procedures for *Damaged or Defective Product Returns* in our **Returns and Refund Policy**.

Limited and Extended Warranty

This Limited and Extended Warranty (the “Warranty”) applies to physical products, and only to physical products, purchased from RespiDerm®, specifically the AirJector® product and its detachable components (the “Products”). In no event shall RespiDerm® be liable for consequential damages for breach of this Warranty.

When does this Warranty go into effect?

The Products must be registered to activate this Warranty, insurance, or any other available coverage purchased for the Products. The Product Registration must be filled out completely and returned within ten (10) days from the date your Product is delivered to you. To complete registration, you may either fill out a Product registration card (a sample of which is included below) that will be included with the owner’s manual you receive with your Product and mail it to the address on the card, or you may register your Product through our website by clicking on “Product Registration,” completing the required information, and hitting “Submit.” Whichever registration method you choose must be completed within 10 days of Product delivery. The Warranty will be valid from the date the registration is received in our office if you mail the registration card or from the date you submit the online registration if you register through our website.

What does this Limited Warranty cover?

RespiDerm® warrants to the original purchaser (the “Purchaser”) that Products will be free from defects in material and workmanship for a period of three hundred sixty-five (365) days from the date of Product registration (the “Warranty Period”).

During the Warranty Period, RespiDerm® will repair or replace, at no charge, Products or parts of a Product that prove defective because of improper material or workmanship, under normal use and maintenance.

If a warranted Product is repaired or replaced, the repaired or replacement Product will be covered under this Warranty for the one-year Warranty Period beginning on the date the repaired or replacement Product is delivered to you.

This Warranty is not transferable and does not cover normal wear and tear or damage caused by improper handling, installation, or use of the Product.

THIS WARRANTY IS AVAILABLE ONLY TO THE ORIGINAL PURCHASER OF THE PRODUCT AND IS VALID ONLY IN THE COUNTRY OF PURCHASE. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, RELATED TO EITHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.

What will we do to correct problems?

If during the Warranty Period any part of the Product is found by RespiDerm® to be defective in material or workmanship, RespiDerm® will, in its sole discretion, repair the Product, replace the Product with a new, equivalent or upgraded Product, replace the defective part(s), cause the original manufacturer of the Product to exchange the Product with a new, equivalent or upgraded Product, or partially or fully refund the original purchase price of the Product. RespiDerm® retains the right to make any design or technical modifications to the Product. The replacement Product may have different features, functions, or other usability characteristics than the original Product.

What is not covered under this Limited Warranty?

This Warranty does not cover:

- Conditions, malfunctions or damage not resulting from defects in material or workmanship;
- Conditions, malfunctions or damage resulting from negligence, improper maintenance, modification, accident, or improper use;
- Damage or destruction resulting from natural causes, including but not limited to lightning, flood, or other natural disaster;
- Theft or loss of the Products; and
- Products which are not returned in their original package and case, or in packaging of similar quality that protects the Products from further damage if the original package is not available.

Costs of carriage of faulty parts, visit by a technician, labor, and indemnities in cash or in kind for immobilization of the product during the warranty period.

This warranty is void if the product:

- is any way abused, damaged, or modified from its original state, or if used for other than authorized use;
- is damaged through improper usage, negligence, misuse, transportation damage, acts of nature, or accident (including failure to follow the instructions supplied with the Product);
- is returned with removed, damaged or tampered labels;
- is not registered within the time limit specified above; or
- is modified or repaired by anyone not authorized by RespiDerm®.

What do you have to do to file a claim?

To file a Warranty claim on a Product, please follow these steps:

- Contact our Customer Service Department at US Toll Free: +1 (844)-AIRJECT (247-5328) or info@airjector.com and notify RespiDerm® of the nature of the problem.
- After verifying that your Product is still within the Warranty Period as of the date you contact us and that the Product was properly registered within 10 days of receipt, we will ask you to either (a) return the Product to RespiDerm® so that we may inspect it to determine if the defect is covered under this Warranty, or (b) return the Product to a third party affiliate designated by RespiDerm® for servicing.
- Whether instructed to return the Product to RespiDerm® or to a third party affiliate, you should return the Product in its original packaging, if available. You must also include (1) a COPY OF THE ORIGINAL SALES RECEIPT, (2) a COPY OF THE DELIVERY RECEIPT SHOWING DATE OF DELIVERY, (3) your name, address and daytime telephone number, (4) the Product model and serial number, and (5) a description of the problem.

You will be responsible for shipping charges applicable to return of the Product, and you shall assume all risk of loss or damage to the Product while in transit. Consequently, if the original Product packaging is not available, you should use packaging that will protect the Product against further damage.

Are extended warranties available?

You may purchase a warranty that extends two (2) additional years beyond the standard one-year Warranty Period, or you may purchase a lifetime warranty on our Products. Please contact RespiDerm® at US Toll Free: +1 (844)-AIRJECT (247-5328) or info@airjector.com to get additional information and pricing on extended warranties.

Implied Warranties

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

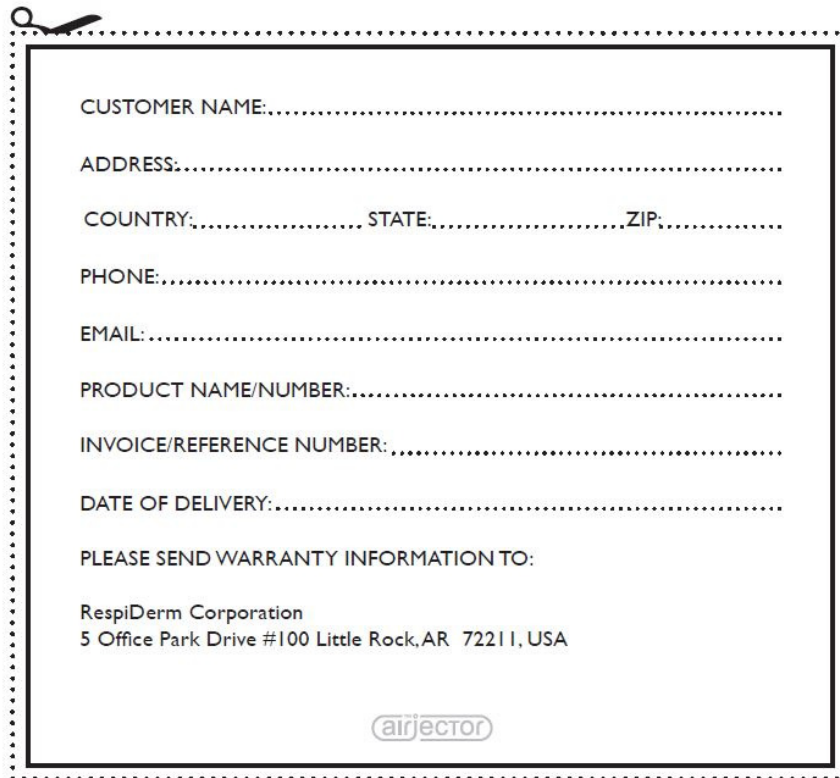
Limitation of Damages

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, RespiDerm® SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY.

Governing Law

This Limited Warranty shall be governed by the laws of the State of Arkansas, United States, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

Product Registration Card



CUSTOMER NAME:.....

ADDRESS:.....

COUNTRY:..... STATE:..... ZIP:.....

PHONE:.....

EMAIL:.....


PRODUCT NAME/NUMBER:.....

INVOICE/REFERENCE NUMBER:

DATE OF DELIVERY:.....

PLEASE SEND WARRANTY INFORMATION TO:

RespiDerm Corporation
5 Office Park Drive #100 Little Rock, AR 72211, USA



This registration card is available in the OWNER`S MANUAL as well as from <https://www.airjector.com/downloads>

Product Insurance Agreement

This Product Insurance Agreement (the “Agreement”) applies to physical products, and only to physical products, purchased from RespiDerm®, specifically the AirJector® product and its detachable components (collectively, the “Products”).

By purchasing insurance on the Products (the “Product Insurance”), you acknowledge that this Agreement is a legal contract and that you have read the Agreement and accept its terms and conditions.

What does this Product Insurance cover?

RespiDerm® provides a three hundred sixty-five (365) day Warranty on its Products to the original purchaser, and also offers both Extended and Lifetime Warranty options. However, these Warranties do not cover all circumstances under which the Products may become inoperable or not function properly. The Product Insurance is available to complement the Warranty by covering what the Warranty does not. Unlike the Warranty coverage, the Product Insurance will cover:

- Conditions, malfunctions or damage resulting from negligence, improper maintenance,

- modification, accident, or improper use;
- Damage or destruction resulting from natural causes, including but not limited to lightning, flood, or other natural disaster;
- Theft or loss of the Product; and
- Conditions or damage resulting from normal wear and tear.

If your Product is lost, stolen, or not operating properly due to one of the above causes and Product Insurance is in effect, RespiDerm® will repair or replace the Product at no additional cost to you.

Product Insurance does not cover:

- Intentional damage to the Product;
- Damage caused by abuse of the Product;
- Products under the care and control of a common carrier, including delivery service and postal service;
- Products with altered or missing serial numbers; and
- False or fraudulent claims.

How long does Product Insurance coverage last and what is the cost?

Product Insurance coverage lasts until the earlier of: (i) one (1) year from the date the coverage goes into effect; or (ii) the date your Product is determined to qualify for replacement as the result of a Product Insurance claim approved by RespiDerm®. If your Product is repaired instead of replaced under a Product Insurance claim within one year from the date the coverage on the original Product went into effect, the repaired Product will be covered for the remainder of the one-year period.

The cost of Product Insurance coverage can be found in the [Webshop](https://www.airjector.com/webshop) (<https://www.airjector.com/webshop>) on our website. Please be advised that the total premium will be due at the time of purchase of your Product. Payment of a monthly premium in lieu of the upfront total premium payment is not allowed.

Is there a deductible?

No. If you file a valid Product Insurance claim, your Product will be repaired or replaced at no cost to you.

When does Product Insurance coverage go into effect?

To activate Product Insurance coverage, your Product must be registered and the premium for the coverage must be paid in full.

The Product Registration must be filled out completely and returned within ten (10) days from the date your Product is delivered to you. To complete registration, you may either fill out a Product registration card that will be included with the owner's manual you receive with your Product and mail it to the address on the card, or you may register your Product through our website by clicking on "Product Registration," completing the required information, and hitting

“Submit.” Whichever registration method you choose must be completed within 10 days of Product delivery.

The premium for Product Insurance coverage must be paid in full at the time you purchase the Product. You will be given the option of selecting or declining the coverage at checkout. If selected, the premium for Product Insurance will be added to your purchase price.

If paid for in full at time of Product purchase, the Product Insurance will be valid once Product registration is properly completed within the time limit specified above. However, provided the Product is properly registered, Product Insurance coverage will be effective retroactive to the date your Product is delivered to you so that there will be no lapse in coverage during the period between Product delivery and Product registration.

In the event you pay the premium for Product Insurance at time of Product purchase but fail to properly register the Product, your Product will not be covered under Product Insurance and the full amount of your premium payment will be refunded to you.

Any additional Product Insurance that is purchased (see “**Can additional Product Insurance be purchased?**” below) will be effective from the date the premium for such additional coverage is paid in full.

What do you have to do to file a claim?

To file a Product Insurance claim, please follow these steps:

- Contact our Customer Service Department at US Toll Free: +1 (844)-AIRJECT (247-5328) or info@airjector.com and notify RespiDerm® of the nature of the problem.
- After verifying that your Product is covered by Product Insurance as of the date you contact us, we will ask you to either a) return the Product to RespiDerm® for repair or replacement, b) file a theft or loss claim for a replacement Product, or c) return the Product to a third party affiliate designated by RespiDerm®.
- Whether instructed to return the Product to RespiDerm® or to a third party affiliate, you should return the Product in its original packaging, if available. You must also include 1) a **COPY OF THE ORIGINAL SALES RECEIPT**, 2) a **COPY OF THE DELIVERY RECEIPT SHOWING DATE OF DELIVERY**, 3) your name, address, and daytime telephone number, 4) the Product model and serial number, and 5) a description of the problem. You may also be asked to provide any additional documentation deemed necessary to substantiate your claim.
- If your claim is due to loss of the Product, you may be asked to sign an affidavit to that effect.
- If your Product is stolen, in order for your Product Insurance claim to be valid, **you must**

file a police report within forty-eight (48) hours of the theft and furnish a copy of the police report when you file your claim.

You will be responsible for shipping charges applicable to return of the Product. RespiDerm® will determine whether the Product qualifies for repair or replacement under the terms of this Agreement. If the claim is determined to be valid, RespiDerm® will in its sole discretion determine whether the Product can be repaired or must be replaced with a new Product. If replaced, the Product Insurance you purchased on the original Product will no longer be in effect; however, you will be given the opportunity to purchase Product Insurance on the replacement Product.

When filing a claim, you agree that any representations regarding the claim will be accurate and complete. If it is determined that your claim is fraudulent or that you intentionally conceal or misrepresent material facts, your claim will be denied, your Product Insurance will be canceled and you will not be entitled to a refund of any portion of the premium you paid for Product Insurance.

Will Product Insurance purchased for a Product cover subsequent Products purchased within the one-year coverage period?

No, Product Insurance only covers the Product for which it was purchased, but each time you make a subsequent Product purchase you will have the option to purchase Product Insurance on that Product.

Will Product Insurance cover multiple Products purchased at the same time?

Only if you purchase Product Insurance separately, and pay the corresponding premium, for each of the Products you purchase that you want covered.

Can additional Product Insurance be purchased?

Yes. Product Insurance has an initial coverage term of one (1) year, but an additional two (2) years may be purchased upon expiration of the initial one-year coverage term. You should contact our Customer Service Department at US Toll Free: +1 (844)-AIRJECT (247-5328) or info@airjector.com prior to expiration of the initial one-year coverage term if you desire to purchase the additional coverage. Please note that the total premium will be due at the time of purchase of additional Product Insurance.

In no event shall Product Insurance coverage for a Product be extended beyond three (3) years from the effective date of the initial coverage.

Can I choose to get a refund instead of a repaired or replacement Product?

No. Product Insurance only covers repair or replacement of the Product.

Limitation of Damages

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, RESPIDERM® SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY OR INSURANCE OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY.

Governing Law

This Agreement shall be governed by the laws of the State of Arkansas, United States, without giving effect to any conflict of the laws principles that may provide the application of the law of another jurisdiction.

Termination of Membership

Your membership with us is effective until terminated by you or us. Your rights under this Agreement will terminate without our notice if you fail to comply with any of the terms and conditions herein. On termination, you will stop representing yourself as a registered Member. You must delete or destroy any information or Content (including all copies) obtained from our Website. Certain provisions of this Agreement, including but not limited to copyrights, indemnity, trademarks, limitation of liability, warranty, and jurisdictional issues will survive the termination of this Agreement.

Indemnification

You agree to indemnify, defend, and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates free from any liability, loss, claim, or expense, including reasonable attorney's fees, related to your violation of this Agreement or use of our Website or Services.

Severability and Survival

Should any part of this Agreement be held invalid or unenforceable, that portion will be construed consistent with applicable law and the remaining portions will remain in full force and effect. To the extent that any Content is in conflict or inconsistent with this Agreement, this Agreement will take precedence. Our failure to enforce any provision of this Agreement will not be deemed a waiver of such provision, nor of the right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

Changes to Our Terms and Conditions

We reserve the right to change this Agreement at any time by posting notice of the changes on our Website. No unilateral amendment will retroactively change agreed dispute-resolution provisions of this Agreement, if any, including, for example, arbitration provisions for then-pending disputes, unless the parties expressly agree otherwise. Your continued use of our Website, Services, and Products after any change to this Agreement is posted will constitute your acceptance of such change. If you do not agree with the changes to this Agreement, you can choose to discontinue the use of our Website, Services, and Products.

