

ASSURANCE OF DISCONTINUANCE

IN THE MATTER OF MEASURE, INC.

This Assurance of Discontinuance (“Assurance”) is entered into between the State of Colorado, *ex rel.* Philip J. Weiser, Attorney General for the State of Colorado (“the State”), and Measure, Inc. (“Measure”)¹ pursuant to the Attorney General’s powers under Colo. Rev. Stat. Section 6-1-110(2) and constitutes a complete settlement between the State and Measure (the “Parties”) regarding the State’s allegations that Measure’s refund practices for its crowdfunded “UVMask” product violated the Colorado Consumer Protection Act (“CCPA”).

I. INTRODUCTION

Refund guarantees provide an inducement to purchase for uncertain consumers: if a consumer is concerned that the product may not look, feel, or work as expected then the consumer may make a purchase with the understanding that they can return the product and receive their money back. These guarantees can be particularly persuasive in uncertain times or with new, and expensive, products.

The COVID-19 pandemic has brought tragedy and disruption to the lives of many Coloradans. Consumers in this state have faced new questions about how best to protect themselves from the disease, compounded by the economic uncertainty of

¹ For purposes of this Assurance, all references to “Measure, Inc.” include Measure’s subsidiaries, and d/b/as, including “UM Systems.”

a global pandemic. In the face of these changes, 425 Colorado residents chose to contribute \$89,000 to support two crowdfunding projects run by Measure for its “UVMask” product. Kickstarter and Indiegogo, the crowdfunding platforms that hosted the UVMask project, allow individuals to support new products and ideas by funding a project during the development stage. Though their product was still in development, Measure promised to deliver the “UVMask” to backers (as defined herein) and promised refunds if backers were not fully satisfied.

The State alleges that Measure did not stand by those promises. The State further alleges that many backers have not received the masks, and Measure later changed its “refund guarantee” to give itself sole discretion as to whether to provide refunds to consumers. Measure denies these allegations.

The Colorado Consumer Protection Act (“CCPA”) requires companies to stand by their promises. A seller may not make false representations about the benefits of the goods it sells, sell goods not as advertised, employ “bait-and-switch” advertising, and may not advertise “that goods or services are guaranteed without clearly and conspicuously disclosing the nature and extent of the guarantee.” C.R.S. § 6-1-105(e), (i), (n), (r). Measure denies that the CCPA applies to its crowdfunding activities.

This Assurance resolves the dispute between the State and Measure regarding Measure’s refund practices for its two “UVMask” crowdfunding projects.

II. PARTIES

1. Philip J. Weiser is the duly elected Attorney General for the State of Colorado and has express jurisdiction to investigate and prosecute violations of the

Colorado Consumer Protection Act (“CCPA”), C.R.S. Sections 6-1-101 through 6-1-1121.

2. Measure is a Colorado corporation with the registered principal office address of 1130 7th Ave, Greeley, CO 80631.

III. DEFINITIONS

3. The term “Effective Date” means the first date upon which both Parties have executed and delivered this Assurance.

4. Unless otherwise specified, all definitions found in C.R.S. Sections 6-1-105(1), 6-1-713(2), and 6-1-716(1) are incorporated herein, and any term defined in those Sections shall have the same meaning when used in this Assurance.

IV. STATE’S ALLEGATIONS

A. Measure’s “UVMask” Crowdfunding Project

5. After the start of the COVID-19 pandemic, Measure—under the business name “UM Systems”—started raising money to develop a “UVMask” product that would “eliminate 99% of pathogens.”

6. Measure raised this money through Kickstarter and Indiegogo, two platforms that facilitate crowdfunding. Individuals who contribute to crowdfunding campaigns are referred to as “backers” on Kickstarter and Indiegogo.

7. The crowdfunding campaigns offered different sponsorship levels of the UVMask project. A backer at each level would receive, in exchange for his or her contribution, at least a mask, filter, and charging cable. Higher contribution levels

meant more UV Masks, such that backers could receive different quantities of masks by “funding” the project at different levels.

8. The funding levels ranged from \$89 up to \$8,900+.

9. At each level, Measure guaranteed delivery of the “UV Mask” product or a backer could receive a refund. Measure also backed its “UV Mask” product with a “30-days satisfaction guarantee”, which provided that if a backer was not “100% satisfied with your purchase, you have 30 calendar days from the date of delivery to request a refund and return the mask (return shipping costs not included).”

10. The crowdfunding campaign for the UV Mask project began on June 25, 2020 and, per Measure’s own statements, was one of the most funded campaigns in the history of Kickstarter or Indiegogo. As of October 16, 2021, the company had 34,065 backers who pledged \$4,194,731 across both crowdfunding sites; \$3,019,833 from 14,404 backers on Kickstarter and \$1,174,898 from 19,661 backers on Indiegogo. A total of 425, or 1.2%, of those backers were Coloradans, who pledged a total of \$89,000.

B. Measure’s Failure to Deliver Perks and Rewards and Provide Refunds

11. Measure was unable to meet the development or shipping estimates that it made on UV Mask project pages on the crowdfunding sites.

12. Then, in February 2021, the company changed its refund and satisfaction guarantee, stating that “[d]ue to COVID-19 restrictions, we no longer offer refunds for items purchased on or after February 10th, 2021 due to the health

and safety risks posed by the ongoing COVID-19 pandemic, and the nature of the products sold.”

13. The company stated, however, that “for backers who pledged prior” to the February date, that “our original return policy stands, as stated in the FAQ dated July 29th, 2020: ‘If you are not 100% satisfied with your purchase, you have 30 calendar days from the date of delivery to request a refund and return the mask (return shipping costs not included).’”

14. When backers later tried to return their masks, however, Measure changed the terms of the original shipping and satisfaction guarantee, stating, among other restrictions, that “No requests for refunds, store credits, product exchange or discounts may be made until the products have been delivered” and that “We reserve the right to provide store credit or discount in place of a refund or to reject, in full or in part, any request for a refund, store credit, product exchange, or discount entirely.”

C. Legal Allegations.

15. The terms of a guarantee are part of the advertising, representations, and offer made by a business to a consumer.

16. The CCPA, C.R.S. § 6-1-105(1)(e), prohibits a person in the course of the person’s business, vocation, or occupation from “knowingly or recklessly mak[ing] a false representation as to the characteristics, ingredients, uses, benefits, alterations, or quantities of goods, food, services, or property...[.]”

17. The CCPA, C.R.S. § 6-1-105(1)(i), prohibits a person in the course of the person’s business, vocation, or occupation from “[a]dvertis[ing] goods, services, or property with intent not to sell them as advertised.”

18. The CCPA, C.R.S. § 6-1-105(1)(n)(VII), prohibits a person in the course of the person’s business, vocation, or occupation from “[e]mploy[ing] ‘bait and switch’ advertising, which is advertising accompanied by an effort to sell goods, services, or property other than those advertised or on terms other than those advertised and which is also accompanied by” a “[f]ailure to make deliveries of the goods, property, or services within a reasonable time or to make a refund therefor...[.]”

19. The CCPA, C.R.S. § 6-1-105(1)(r), prohibits a person in the course of the person’s business, vocation, or occupation from “[a]dvertis[ing] or otherwise represent[ing] that goods or services are guaranteed without clearly and conspicuously disclosing the nature and extent of the guarantee...[.]”

20. The CCPA, C.R.S. § 6-1-105(1)(kkk) prohibits a person in the course of the person’s business, vocation, or occupation from “knowingly or recklessly engag[ing] in any unfair, unconscionable, deceptive, deliberately misleading, false, or fraudulent act or practice.”

21. The State alleges that Measure’s conduct here violated at least these subsections of the CCPA.

22. Measure denies that its conduct is covered by the CCPA and/or that it violated the CCPA.

V. LEGAL AUTHORITY

23. C.R.S. Section 6-1-110(2) authorizes the Attorney General to accept an assurance of discontinuance of any deceptive trade practice listed in Part 7 of the CCPA. Section 6-1-110(2) also allows the Attorney General to accept a voluntary payment from Measure of the costs of the State's investigation and any action or proceeding by the Attorney General.

VI. CONSIDERATION

24. The Parties enter into this Assurance for the purpose of compromising and resolving all disputed claims and to avoid further expense of protracted litigation. This Assurance does not constitute an admission by Measure of any violation of the CCPA, nor shall it be construed as an abandonment by the State of its claim that Measure has violated the CCPA.

VII. REFUNDS TO CLAIMANTS

25. Measure agrees to provide a monetary refund to all Claimants who request a refund through the process described herein ("the Settlement Amount").

26. A "Claimant" is an individual who:

- a. Contributed to Measure's UVMask crowdfunding campaigns (under the business name "UM Systems") on either of two crowdfunding platforms: (a) Kickstarter or (b) Indiegogo (each individually referred to as a "Crowdfunding Campaign" and jointly the "Crowdfunding Campaigns");
- b. Has not already received a complete refund from Measure; and

c. Was a Colorado resident at the time of the contribution to a Crowdfunding Campaign.

27. **NOTICE OF REFUND PROCESS.** Within thirty (30) days of the Effective Date of this Agreement, Measure shall notify potential Claimants by e-mail (in a form set forth in Exhibit A hereto) to their last known e-mail addresses of their right to request a refund for a payment equal to the amount of a Claimant's total contribution(s) made to the Crowdfunding Campaign ("the Claims Email"). The Claims Email will include the claims package attached hereto as Exhibits B and C.

28. **CLAIM FORM.** Measure shall accept claims submitted on the form attached as Exhibit C ("Claim Form") received by Measure within ninety (90) days from the date the Claims Email was sent to the Claimant. The Claim Form provides two options for individuals making a claim. For each "Option One" Claim Form submitted, Measure shall accept the following documents as *prima facie* proof of a Claimant's claim: (a) a copy of each credit card receipt evidencing that the Claimant made a contribution or (b) a copy of a receipt evidencing that the Claimant made a contribution.

29. If Measure determines that the documents providing proof of the Claimant's payment of his or her contribution fee are insufficient because they fail to provide a Claimant's name, address, a required receipt, or other necessary information, Measure shall treat the claim as being made under Option Two of Exhibit B, and proceed according to the procedures for Option Two claims set out below.

30. For each Claim Form received by Measure where the Claimant selected Option Two, as described in Exhibit B, Measure shall make a good faith effort through a search of its records to determine if and when the Claimant made his or her contribution.

31. Upon receipt of the completed Claim Form, Measure will initiate a refund request with the crowdfunding platform where the Claimant made his or her contribution to the development of the UVMask. Depending upon where a Claimant made his or her contribution, the refund will come from Kickstarter or Indiegogo.

32. **UVMASK RETURN.** A Claimant is not required to return the UVMask or any associated products (e.g., charging cables) he or she purchased in order to be eligible for a refund.

33. **TIME FOR REVIEW OF CLAIMS FORMS.** Measure will complete its review of each Claim Form within fourteen (14) calendar days of the date upon which such Claim Form is received by Measure and will initiate a refund request with either Kickstarter or Indiegogo to issue payment to the Claimant within a reasonable time, but not to exceed forty-five (45) calendar days from the receipt of the Claim Form.

34. **FORM OF REFUND.** Payment will take the form of a cash refund issued through either Indiegogo or Kickstarter, depending upon where the Claimant made his or her contribution, in the total amount of the Claimant's contribution issued directly to the Claimant's credit card used to make the contribution. At the

time Measure initiates the refund request on Kickstarter or Indiegogo it will notify the Claimant of the refund by a Notice of Refund in the form attached as Exhibit D.

35. For any cash refund that could not be returned to the Claimant's credit card, Measure agrees to provide a cash refund through PayPal or check, at the option of the Claimant. However, as Measure does not maintain any Claimant credit card information because Kickstarter and/or Indiegogo facilitates all transactions on their respective sites, a Claimant must provide notice to Measure if a refund was unsuccessful. Claimants may also provide notice to Measure by notifying the State and the State will notify Measure. Within 15 days of Measure's receipt of notification of an unsuccessful refund, Measure shall send the Claimant's cash refund through PayPal or check (at the option of the Claimant).

36. If Measure has previously refunded part of a Claimant's contribution, if the Claimant responds with the information required herein then Measure shall refund the remaining portion of Claimant's contribution.

37. **REPORTING OBLIGATIONS.** No later than sixty (60) days after execution of this Assurance, Measure must submit to the Attorney General a report regarding the refund program described herein. The report shall include, at a minimum, the following information for each Claimant:

- a. Name and address;
- b. The total contribution amount;
- c. The amount of any refund paid to the Claimant;
- d. The date any refund was issued and

- e. In the event a claim is denied, the basis for the denial.
- f. Any adjustments in the method of payment as provided by paragraph 35 herein.

38. Measure must submit a report with updated information in the same categories as listed in Paragraph 36 on the hundred and twentieth (120) day after the Claims Email or the nearest business day thereafter.

39. Measure further agrees to cooperate with any proceedings or investigations arising out of this Assurance. This includes submission of additional compliance reports the State may reasonably request, promptly responding to reasonable requests for information made by the State, responding to consumer inquiries forwarded from the State related to compliance with this Assurance, and accepting service of Civil Investigative Demands related to compliance with this Assurance.

40. **DENIAL OF CLAIM.** If Measure determines in good faith that a Claimant selecting either Option One or Two does not qualify for a payment or has already received a complete refund or payment from Measure, Measure shall send the Claimant the Notice of Denial of Claim letter attached as Exhibit E, identifying the reason for the denial. Measure shall mail all claim denial letters during the period described above for mailing claim payments.

41. In the event Measure (i) materially defaults on the payment of valid claims or payments as set forth in this Assurance; or (ii) files a petition for relief under the United States Bankruptcy Code 11 U.S.C. §101 et seq. prior to completion

of Measure's financial obligations described in this Assurance, the parties agree that the State shall have the right on written notice to Measure to assume control of the claims administration process, and Measure will reasonably cooperate in the transition of the claims process to the State.

42. Measure reaffirms and attests to the truthfulness, accuracy, and completeness in all material respects of all of the information Measure provides and has provided to the Attorney General in response to queries in connection with entry of this Assurance to the best of its knowledge.

VIII. PAYMENT TO THE STATE

43. Measure shall pay a total of \$150,000 as set forth below. Specifically, Measure shall pay to the State \$100,000 within ten (10) days of the Effective Date of this Assurance plus an additional \$50,000 should it, as set forth below, not materially comply with the Refund Process. Payment shall be in the form of a certified check, cashier's check, or money order made payable to the "Colorado Department of Law," shall reference "In the Matter of Measure, Inc." and shall be delivered to:

Ruth Seminara, Administrative Assistant
Consumer Protection Section
Colorado Department of Law
1300 Broadway, 7th Floor
Denver, Colorado 80203

All payments under this paragraph are to be held, along with any interest thereon, in trust by the Attorney General to be used in the Attorney General's sole discretion for reimbursement of the State's actual costs and attorneys' fees, the payment of

restitution, if any, and for future consumer fraud or antitrust enforcement, consumer education, or public welfare purposes.

44. In the event the Attorney General believes that Measure has not materially complied with the Refund Process requirements set forth at Paragraphs 24 through 42, the Attorney General shall provide written notice to Measure of the specifics regarding such material non-compliance so that the Attorney General and Measure may confer in good faith to resolve the dispute. If Measure does not materially comply with the Refund Process within thirty (30) calendar days of the notice, Measure shall also be obligated to pay the Attorney General the above referenced additional \$50,000.

IX. RELEASE

45. The State acknowledges by its execution hereof that this Assurance constitutes a complete settlement and release of all claims under the CCPA on behalf of the State against Measure with respect to all claims, causes of action, damages, fines, costs, and penalties which were asserted or could have been asserted under the CCPA for the conduct described in this Assurance, that arose prior to the Effective Date. The State agrees that, except as provided in the following paragraph, it shall not proceed with or institute any civil action or proceeding under the CCPA against Measure for any conduct or practice prior to the Effective Date which relates to the subject matter of this Assurance.

46. Nothing herein precludes the State from enforcing this Assurance, or from pursuing any law enforcement action under the CCPA with respect to the acts

or practices of Measure not covered by this Assurance or any acts or practices of Measure conducted after the Effective Date. Nothing herein shall be construed to be a waiver or limitation of Measure's legal rights, remedies, or defenses in connection with any claim, matter, or suit related to the subject matter of this Assurance other than an action by the State to enforce the provisions of this Assurance.

X. ENFORCEMENT

47. The obligations set forth in this Assurance are continuing.

48. The Parties consent to venue and jurisdiction for any proceeding necessary to enforce the terms of this Assurance within the District Court, Denver County, Colorado.

49. A violation of any of the terms of this Assurance shall constitute a *prima facie* violation of the CCPA under C.R.S. Section 6-1-110(2). If the State believes that Measure has violated any term of this Assurance, the State shall be entitled to file a civil action under the CCPA and to seek an injunction or other appropriate order from such court to enforce the provisions of this Assurance. In any such action, Measure agrees to waive any counterclaims that it may have had with respect to the subject matter of this Assurance and agrees to limit any defenses to (1) whether a violation has occurred; (2) the remedies for the violation.

XI. MISCELLANEOUS PROVISIONS

50. The State and Measure agree that this is a compromise of a disputed claim and that this Assurance is entered into without admitting any liability, which liability is expressly denied, and without agreement by any party to any of the

allegations or defenses made by another party. Nothing contained herein shall be deemed an admission of liability or wrongdoing of any kind.

51. This Assurance is the final, complete, and exclusive statement of the Parties' agreement on the matters contained herein, and it supersedes, terminates, and replaces any and all previous negotiations, agreements, and instruments as may exist between the Parties. Other than any representation expressly stated in this Assurance, the Parties have not made any representations or warranties to each other, and no Party's decision to enter into this Assurance is based upon any statements by any other Party outside of those in this Assurance. No change or modification of this Assurance shall be valid unless in writing and signed by all Parties. If any provision(s) of this Assurance is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

52. This Assurance shall neither create nor waive or otherwise affect any private rights or remedies in any third parties nor waive any rights, remedies, or defenses of the Parties in respect to any third parties. Under no circumstances shall this Assurance or the name of the Attorney General or any of the State's employees or representatives be used by Measure or any person under their direction or control to suggest the State's endorsement of Measure's past, present, or future conduct. Nor shall the Attorney General or any of the State's employees or representatives suggest that by entering into this Assurance that Measure admits any violation of law.

53. Nothing herein relieves Measure of its duty to comply with all applicable laws, regulations, or rules of the State of Colorado nor constitutes authorization by the State for Measure to engage in acts and practices prohibited by such laws.

54. Measure acknowledges that it is the State's customary position that an agreement restraining certain conduct by a party does not prevent the State from addressing later conduct that could have been prohibited, but was not, in the earlier agreement, unless the earlier agreement expressly limited the State's enforcement options in that manner. Therefore, nothing herein shall be interpreted to prevent the State from taking enforcement action to address conduct occurring after the Effective Date that the State believes to be in violation of the law. The fact that such conduct was not expressly prohibited by the terms of this Assurance shall not be a defense to any such enforcement action.

55. The terms and provisions of this Assurance may be enforced by the current Colorado Attorney General, and by any of his duly authorized agents or representatives, as well as by any of his successors in interest, and by any of his successors in interest's agents or representatives.

56. Pursuant to C.R.S. Section 6-1-110(2), this Assurance shall be a matter of public record.

57. The State and Measure acknowledge that they had a full opportunity to review this Assurance and consult with legal counsel regarding it. The undersigned representatives of the State and Measure agree and represent that they have read and understood this Assurance, accept the legal consequences involved in signing it,

and that there are no other representations, agreements, or understandings between the State and Measure that are not stated in writing herein.

58. This Assurance may be signed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the Assurance. Electronic copies of this Assurance and the signatures hereto may be used with the same force and effect as an original.

XII. Notice

59. All notices regarding this Assurance shall be sent by certified mail, return receipt requested or reputable overnight delivery service (e.g., FedEx, UPS) at the addresses set forth below or by email unless any Party notifies the other Parties in writing of another address to which notices should be provided:

If to Measure, Inc.

1575 South State Street
Dover, DE 19901
Email: hello@umsystems

With copies to legal counsel by Regular U.S Mail and e-mail:

Lauren P. Carboni
Foley & Lardner LLP
600 17th Street, Suite 2020S
Denver, CO 80202
Email: lcarboni@foley.com

If to the State:

Colorado Attorney General
1300 Broadway, 7th Floor
Denver, Colorado 80203
Attn.: Abigail Hinchcliff, First Assistant Attorney General,
abigail.hinchcliff@coag.gov

[Signatures appear on the following page(s)]

STATE OF COLORADO:

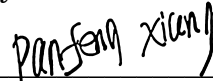
MEASURE, INC.

**PHILIP J. WEISER,
ATTORNEY GENERAL**

By:

Abigail Hinchcliff
First Assistant Attorney General
Attorney Reg. No. 47942

By:



Patrick Xiang
Founder and Chairman of Measure,
Inc.

EXHIBIT A

Dear [Name],

You contributed to a crowdfunding campaign run by UM Systems for the development of a UVMask product. As a result of a settlement with Colorado Attorney General Phil Weiser, UM Systems (also referred to as Measure, Inc.) has agreed to provide a complete refund for your contribution to this campaign. You are **not** required to return the UVMask or any associated products (for example, charging cables) in order to be eligible for a refund.

To claim your refund, you must complete the attached Claim Form and submit it to Measure within ninety (90) days of receipt of this email. Measure will complete its review of each Claim Form within fourteen (14) calendar days of the date upon which such Claim Form is received by Measure and will initiate a refund request with either Kickstarter or Indiegogo to issue payment to you within forty-five (45) calendar days from the receipt of the Claim Form. The refund will come directly from either Kickstarter or Indiegogo and not Measure.

Further details regarding this settlement are included in the attached Notice of Settlement and Claim Procedures.

EXHIBIT B

NOTICE OF SETTLEMENT AND CLAIM PROCEDURES

MEASURE, INC. (“Measure”) and the State of Colorado through Colorado Attorney General Phil Weiser (the “State” or “Attorney General”) have recently reached an agreement entitled Assurance of Discontinuance (“Assurance”) regarding allegations arising from the State’s investigation of Measure. Measure denies any and all allegations. However, in an effort to avoid the time and expense of litigation, Measure and the Attorney General have agreed on a procedure for certain Coloradoans to receive a monetary refund for the total amount of the contribution made to Measure as full settlement of the claims that the Attorney General may have against Measure relating to refunds for its UVMask crowdfunding campaign, and which accrue before February 9, 2022 (the Effective Date of the Assurance).

You may be eligible if you were a Colorado resident who made a monetary contribution toward Measure’s development of its UVMask product through fundraising campaigns on one of two reward-based crowdfunding platforms: (i) Kickstarter or (ii) Indiegogo. You are not eligible if you previously have obtained a complete refund from Measure.

If you believe that you are eligible, you must print, fill out, sign, and send the Claim Form, set forth at Exhibit C, and required attachments to Measure care of the address on the Claim Form within ninety (90) calendar days from the date Measure sent you an email advising you of your right to a submit a Claim. You must attach to your Claim Form: a) a copy of the credit card receipt or (b) a copy of a receipt evidencing your payment of your contribution to Measure. If you do not have these documents, please see Option 2 on the Claim Form.

If you have any questions concerning the settlement and the claim procedure described above, please contact Measure at support@uvmask.com.

EXHIBIT C
CLAIM FORM

Read the following options and check the one that applies to your circumstances.

I wish to receive a refund as specified below pursuant to the Assurance of Discontinuance between the Colorado Attorney General and Measure, Inc.

OPTION ONE

_____ I attach to my claim form (a) a copy of a credit card receipt or (b) a copy of a receipt evidencing my payment of my contribution to Measure's development of its UV Mask. I agree that that if Measure determines that the documentation I have provided is insufficient, I request that Measure perform the research described in Option Two.

OPTION TWO

_____ I believe that I made a contribution to Measure's development of its UVMask but do not have any documents in my possession evidencing my contribution. I am thus requesting that Measure make a good faith effort through a search of its records to identify my payment of my contribution.

NOTE: For any cash refund that cannot be returned to your credit card, Measure agrees to provide a cash refund through PayPal or check at your option. However, as Measure does not maintain any Claimant credit card information because Kickstarter and/or Indiegogo facilitates all transactions on their respective sites, a Claimant must provide notice to Measure if a refund was unsuccessful. Claimant may also provide notice to Measure by notifying the State and the State will notify Measure. Within 15 days of Measure's receipt of notification of an unsuccessful refund, Measure shall send the Claimant's cash refund through PayPal or check (at the option of the Claimant).

[Signature Page Follows]

Claimant's
Name: _____

Date of Payment of Contribution:

Claimant's Current Address:

Claimant's Address at Time of
Contribution:

Total Amount of Contribution:
\$ _____

Claimant's Telephone Number:

Claimant's E-Mail Address:

I accept all terms of the Exhibit A Notice of Settlement and Claim Procedures.

Claimant's
Signature _____

Signed this
DATE: _____

EXHIBIT D

Issuance Date: _____

NOTICE OF REFUND

You recently filed a claim in connection with the agreement between Measure, Inc. (“Measure”) and the State of Colorado through Colorado Attorney General Phil Weiser (“Attorney General”) as described in the Exhibit A - Notice of Settlement and Claim Procedures. This will confirm that on _____, Measure requested a refund in the amount of \$ _____ representing your contribution to Measure’s development of the UVMask through a crowdfunding campaign (“Contribution”). The refund will be issued by the crowdfunding campaign in which you made your contribution (i.e., Kickstarter or Indiegogo) to the credit card on file that was used to make the Contribution. If you do not receive a refund from Kickstarter or Indiegogo within thirty (30) days please contact Measure at the email address below to arrange for a refund through PayPal.

If you have any questions about this payment, please contact UM at support@uvmask.com.

NOTE: Measure will complete its review of each Claim Form within fourteen (14) calendar days of the date upon which such Claim Form is received by Measure and will initiate a refund request with either Kickstarter or Indiegogo to issue payment to you within forty-five (45) calendar days from the receipt of the Claim Form.

If you have any concerns about your refund not being properly processed you can contact the Colorado Attorney General’s Office at UVMaskSettlement@coag.gov.

EXHIBIT E

NOTICE OF DENIAL OF CLAIM

Date: _____

You recently filed a claim in connection with the agreement between Company and the State of Colorado through Colorado Attorney General Phil Weiser (“Attorney General”) as described in the Notice of Settlement and Claim Procedures. This will serve as confirmation that you will NOT receive a payment because of one of the reasons listed below:

You selected Claim Form Option One but failed to timely submit:

1. A copy of each credit card receipt evidencing your payment of your contribution to Measure; or
2. A copy of a receipt evidencing your payment of your contribution to Measure; and
3. After a good faith effort through a search of its records, Measure has been unable to determine that you paid a contribution to Measure.

You selected Claim Form Option Two but after a good faith effort through a search of its records, Measure has been unable to determine that you paid a contribution to Measure.

Other: _____

If you have any questions about the claim, please contact Measure at support@uvmask.com.