

## **LIFEPLUS LIMITED WARRANTY**

Thank you ("Purchaser") for purchasing a LifePlus smartwatch product (including ancillary components, hereinafter referred to as "Product") from LifePlus, Inc. ("LifePlus"). Purchaser agrees and acknowledges that the Product is subject in all respects to the warranties and limitations set forth herein.

### **Limited Warranty.**

a. Limited Warranty. LifePlus warrants only to Purchaser that for one (1) year from the date of delivery of the Product to Purchaser, the Product shall be substantially free of material defects in materials and workmanship.

b. Exclusions. Notwithstanding the foregoing, this limited warranty shall not apply to: (a) any Product that has been customized, altered or repaired by any person or entity other than personnel of LifePlus and/or any distributor of the Product licensed by LifePlus ("Seller"); (b) any Product that has been subjected to abuse, misuse, damage, neglect, or accident beyond LifePlus' published limitations for the Product (including, without limitation, environmental conditions and power requirements); (c) any use or operation of the Product other than in accordance with LifePlus' then-current published specifications and instructions for the Product; (d) breakdowns, fluctuation or interruptions in electric power or the telecommunications network, (e) any non-LifePlus products, even if packaged or sold with LifePlus hardware, (f) any non-conformities or defects notified by Purchaser to Seller after the expiration of the applicable warranty period for such Product or (g) any software embedded in the Product, which is warranted (if at all) under LifePlus' terms of service.

c. Warranty Disclaimers. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, WRITTEN OR ORAL (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT) WITH RESPECT TO THE PRODUCT, THE MANUFACTURE, SALE, SUPPLYING OR FAILURE OR DELAY IN SUPPLYING OF THE PRODUCT OR THE USE, RESULTS OR DISPOSITION OF THE PRODUCT. LIFEPLUS ALSO LIMITS THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES OR CONDITIONS TO THE DURATION OF THIS LIMITED WARRANTY. ANY AND ALL INFORMATION PROVIDED TO PURCHASER BY LIFEPLUS AND RELATED TO THE PRODUCT ("PRODUCT INFORMATION") MAY CHANGE FROM TIME TO TIME. WITHOUT LIMITATION, ALL PRODUCT INFORMATION IS PROVIDED "AS-IS" AND "AS-AVAILABLE." LIFEPLUS DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT PRODUCT INFORMATION WILL BE AVAILABLE, ACCURATE OR RELIABLE. YOU USE ALL PRODUCT INFORMATION, LIFEPLUS SERVICES AND THE PRODUCT AT YOUR OWN DISCRETION AND RISK. LIFEPLUS DISCLAIMS, AND YOU WILL BE SOLELY RESPONSIBLE FOR, ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR PRODUCT, PRODUCT PERIPHERALS, COMPUTER, MOBILE DEVICE AND ALL OTHER ITEMS RESULTING FROM YOUR USE OF THE PRODUCT INFORMATION, LIFEPLUS SERVICES OR PRODUCT. FURTHER, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL OR STATE LAWS IN CONNECTION WITH YOUR INSTALLATION AND USE OF THE PRODUCT; LIFEPLUS DOES NOT WARRANT THAT THE PRODUCT COMPLIES WITH ANY LOCAL OR STATE REQUIREMENTS.

**YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCT IS NOT A MEDICAL DEVICE AND SHOULD NOT BE USED AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL JUDGMENT. THE PRODUCT IS NOT DESIGNED OR INTENDED FOR USE IN THE DIAGNOSIS OF DISEASE OR OTHER CONDITIONS, OR IN THE CURE, MITIGATION, TREATMENT, OR PREVENTION OF ANY**

**CONDITION OR DISEASE. PLEASE CONSULT YOUR HEALTHCARE PROVIDER PRIOR TO MAKING ANY DECISIONS RELATED TO YOUR HEALTH. LIFEPLUS MAKES NO WARRANTY OR REPRESENTATION THAT USE OF THE PRODUCT WILL AFFECT OR INCREASE ANY LEVEL OF SAFETY. YOU UNDERSTAND THAT THE PRODUCT IS NOT A MONITORED EMERGENCY SYSTEM -- LIFEPLUS WILL NOT DISPATCH EMERGENCY AUTHORITIES TO YOU IN THE EVENT OF AN EMERGENCY.**

d. Remedies. Purchaser's sole and exclusive remedy and LifePlus' and/or Seller's (and their suppliers' and licensors') sole and exclusive liability for a breach of this limited warranty shall be, at LifePlus' and/or Seller's sole discretion, commercially reasonable efforts to repair or replace the non-conforming Product or a refund of the purchase price for that Product. Repair or replacement may be made with a new or refurbished product or components, at LifePlus' sole discretion. If the Product or a component within it is no longer available, LifePlus may, at its sole discretion, replace the Product with a similar product of similar function. Any Product that has been repaired or replaced under this limited warranty will be covered by the terms of this limited warranty for the longer of (a) ninety (90) days from the date of the delivery or the repaired Product or its replacement, or (b) the remainder of the original [\_\_\_\_\_] limited warranty period.

**How to Get Service Under this Limited Warranty.**

Before making a claim under this limited warranty, Purchaser must (a) contact LifePlus or Seller for a return merchandise authorization; and (b) comply with all LifePlus return shipping instructions. LifePlus will have no warranty obligations with respect to a returned Product if it determines, in its reasonable discretion after examination of the returned Product, that the Product falls under an exclusion as defined above. LifePlus will bear all costs of return shipping to Purchaser and will reimburse any shipping costs incurred by Purchaser, except with respect to any Product falling into the exclusions defined above.

**Limitation of Liability.**

a. No Indirect Damages. IN NO EVENT SHALL LIFEPLUS AND/OR SELLER (OR ANY OF THEIR SUPPLIERS OR LICENSORS) BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES, ARISING OUT OF THE PRODUCT, MANUFACTURE, SALE, SUPPLYING OR FAILURE OR DELAY IN SUPPLYING OF THE PRODUCT, SERVICES RELATED THERETO OR THE USE, RESULTS OR DISPOSITION OF THE PRODUCT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF LIFEPLUS AND/OR SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

b. Limited Direct Damages. LIFEPLUS AND/OR SELLER'S (AND THEIR SUPPLIERS' AND LICENSORS') TOTAL CUMULATIVE LIABILITY ARISING OUT OF PRODUCT, THE MANUFACTURE, SALE, SUPPLYING OR FAILURE OR DELAY IN SUPPLYING OF THE PRODUCT, SERVICES RELATED THERETO OR THE USE, RESULTS OR DISPOSITION OF THE PRODUCT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE APPLICABLE PURCHASE PRICE PAID BY PURCHASER FOR THE APPLICABLE PRODUCT.

c. Legal Limits. The limitations on liability set forth herein may be restricted by applicable law and may not apply to Purchaser.

**Intellectual Property.** No sale of any Product, and nothing in this Limited Warranty, shall be construed as granting to Purchaser any license or other proprietary or intellectual property right applicable to the Product. Purchaser may not alter or remove, and shall abide by, any patent, trademark, copyright, trade secret, proprietary or other notices contained on or in the Product. Purchaser shall not (a) modify, copy, enhance, make derivative works of the Product, (b) disassemble or otherwise reverse engineer the Product nor (c) remove or obscure any copyright, patent, trademark, trade secret, restricted or limited rights, export restriction or similar notice affixed to any Product.

**LifePlus.** Purchaser expressly agrees and acknowledges that this Agreement inures to the benefit of LifePlus, Inc., its affiliates, successors and assigns, and that LifePlus, Inc., its affiliates, successors and assigns may directly enforce the terms of this Agreement.

**Miscellaneous.** This Limited Warranty shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions. Purchaser shall not assign this Limited Warranty without LifePlus' and/or Seller's prior written consent. If any provision of this Limited Warranty shall be held illegal, unenforceable, or in conflict with any law of any authority having jurisdiction over this Limited Warranty, the validity of the remaining portions or provisions hereof shall remain in full force and affect. LifePlus and/or Seller shall not be liable for failure to perform any of its obligations hereunder by reasons that are beyond its reasonable control, including, without limitation, fire, flood, earthquake, interruptions in supply, other natural disaster, war, embargo, riot or acts of terrorism.