

Loop[®]

 myfox

MYFOX PRODUCT & SERVICES WARRANTY & SAFETY WARNINGS

These Myfox Product & Services Warranty and Safety Warnings set forth certain legal terms applicable to your use of the products and services provided by Myfox Inc. or any of its subsidiaries, parents, and affiliates ("Myfox").

The terms below form one part of the master commercial agreement between you ("Customer" or "you") and Myfox (the "Master Agreement"), which includes the following (each, a "Myfox Agreement"), found at www.getmyfox.com/legal/:

- Myfox Sales Terms & Conditions Agreement
- Myfox Hardware, Applications, and Embedded Software Agreement
- Myfox Services Agreement
- Myfox Product & Services Warranty and Safety Warnings
- Myfox Standard Legal Terms
- Myfox Additional Terms Applicable to Specific Territories

By establishing an account with Myfox or purchasing or using a Myfox Product or Myfox Services, you agree to be bound by all terms of the Master Agreement and any Sub-Agreement that are applicable in the territory where you are located. Myfox retains the right to modify and change the Master Agreement or any of the Sub-Agreements, subject to applicable law, and your continued use of the Myfox Product and/or Myfox Services indicates your continued acceptance of the Master Agreement and/or the applicable Sub-Agreement.

For the avoidance of doubt, the Myfox Product & Services Warranty and Safety Warnings incorporate and are subject to the Myfox Standard Legal Terms, and also includes and incorporate by reference the Requirements for Proper Use of the Myfox Products.

MYFOX LIMITED WARRANTY

Myfox ("Seller") warrants that all Seller hardware ("Hardware") will be free of material defects in materials and workmanship (the "Warranty") for a period of two (2) years from the date of purchase ("Warranty Period"). Third party products packaged or shipped with the Hardware are not covered by this Warranty, and are instead covered by the warranty provided by their manufacturer, if any.

You must provide Seller with an invoice addressed to you or other valid proof of purchase for your Product in order to be covered under this Warranty, and it is your responsibility to retain such proof. Except where prohibited by applicable law, the Warranty is nontransferable and is limited to the original purchaser. The Warranty gives you specific legal rights, and you may also have other rights that vary under local laws.

In order to receive Warranty service, you must submit a claim to Seller by contacting Seller's warranty hotline at www.getmyfox.com/support/. If Seller determines that you and the Hardware are covered by this Warranty, you will be provided an RMA authorization number and further instructions you must follow to obtain Warranty service or replacement Hardware.

This Warranty does not apply to any Hardware that has been misused, abused, disassembled, or altered, as determined in Seller's sole discretion upon Seller's inspection of the Hardware. In addition, this Warranty shall not cover: (a) any Hardware whose serial or batch number has been damaged, amended or erased, (b) damage caused by breach of the installation or maintenance instructions provided by Seller, (c) failures linked to the power supply, or (d) Hardware with a microprocessor showing signs of impact, overvoltage, or even slight overheating. If Seller determines in its sole discretion that any defect in material or workmanship has occurred during the applicable Warranty Period in any of the Hardware, your sole and exclusive remedy shall be repair or replacement of the defective Hardware at Seller's option.

Seller reserves the right to clarify, amend, restate or otherwise modify the terms of the Warranty in its sole discretion. Prior to submitting a Warranty claim, Seller recommends you visit the support section at www.getmyfox.com for technical support.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS WARRANTY, SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND RELATING TO THE HARDWARE, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, SELLER HEREBY DISCLAIMS ALL LIABILITY FOR ANY DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE HARDWARE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE HARDWARE.

WHEN YOU INSTALL, SET UP, OR USE THE HARDWARE, YOU ARE GIVEN THE OPPORTUNITY TO ALTER DEFAULTS OR CHOOSE PARTICULAR SETTINGS. THE CHOICES YOU MAKE CAN LEAD TO NON-RECOMMENDED OPERATION OF THE HARDWARE AND/OR YOUR OTHER EQUIPMENT. YOU ASSUME ALL LIABILITY FOR ANY LOSS OR OTHER DAMAGE OR LIABILITY RELATING TO YOUR FAILURE TO MEET THE REQUIREMENTS FOR PROPER USE OF THE PRODUCTS AND YOUR CHOICE OF PARTICULAR SETTINGS AND SELECTION OR ADJUSTMENT DEFAULTS.

MYFOX WARNINGS

Please ensure that you read the warnings below before using the products provided by Myfox, including without limitation Myfox Loop, Myfox LoopCam, and Myfox HC2 (the "Products").

Limitations of the Products: The Products are not constantly monitored by Myfox personnel and are inherently subject to failure for a variety of reasons, including insufficient WiFi signal, third party service outages, and others. The Products are not a lifesaving solution for people or property at risk in the home, and are no substitute for a monitored emergency notification and response system or trained emergency response professionals.

Before Using the System: Read and follow all setup and operating instructions provided with the Products, and test the Products after setup to make sure they are functioning properly. Failure to follow all instructions relating to the Products may compromise their effectiveness.

WiFi and radio Interference: The Products are only effective if your home WiFi network functions properly and the radio connections between the Products are working properly. The size, thickness, and materials of the walls, wallpaper, and other materials in your home or the surrounding environment can interfere with wireless signals and affect the range and functioning of the Products.

Children: This product should not be used by children under the age of 13.

Alarm Sound: Sound at high volumes can cause irreparable damage to your hearing. Do not stand close to the Products while the alarm is sounding.

Usage Environment: Do not use the Products outside unless the user manual indicates the Product may be used outdoors. Do not place the Products in humid areas or other areas where the Products are likely to get wet, such as a bathroom, as the Products may be damaged by moisture. Outdoor use of Products that are not designed to function outdoors may damage the Products and impair the functioning of the Product, as well as the functioning of any system of which the Product is a part.

Radio Frequency Interference: The Products can emit radio waves that can affect the operation of nearby electronics, including cardiac pacemakers. If you have a pacemaker or other implanted medical device, do not use the headset without first consulting your doctor or the manufacturer of your medical device.

Electrical Shock:

To reduce risk of electric shock:

- Do not modify or disassemble any of the components provided
- Do not use the Product if any cable is damaged or any wires are exposed
- Use only the types of batteries specified in the manual, and do not use any batteries that appear to be damaged

If a power adapter is provided:

- Do not expose the power adapter to water or moisture
- Unplug the power adapter before cleaning, and clean only with a dry cloth.
- Keep the power adapter away from open flames and other heat sources
- Use only the power adapter provided with the Product

Sunlight Damage: Do not leave the Products in direct sunlight for more than several hours at a time. Exposure to direct sunlight can damage the Products.

These warnings are periodically updated for completeness. Check getmyfox.com/warnings for the latest version.

In the event you have any question or problem with your Myfox Product, please contact our support on www.getmyfox.com/support/

FCC Statement

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/television technician for help."

FCC Radiation Exposure Statement

This equipment complies with FCC RF radiation exposure limits set forth for an uncontrolled environment. This transmitter should be installed and operated with a minimum distance of 20 centimeters between the radiator and your body and must not be collocated or operating in conjunction with any other antenna or transmitter.

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions:

1. This device may not cause harmful interference.
2. This device must accept any interference received, including interference that may cause undesired operation.

Caution!

The manufacturer is not responsible for any radio or TV interference caused by unauthorized modifications to this equipment. Such modifications could void the user authority to operate the equipment.

IC Statement

This device complies with Industry Canada licence-exempt RSS standard(s). Operation is subject to the following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference, including interference that may cause undesired operation of the device.

This class B digital apparatus complies with Canadian ICES-003.

Cet appareil est conforme à la norme RSS-210 d'Industrie Canada et aux réglementations de la FCC. Son utilisation est soumise aux deux conditions suivantes : (1) cet appareil ne doit pas provoquer d'interférence nuisible et (2) cet appareil doit être capable de recevoir différentes interférences, y compris les interférences susceptibles de provoquer un dysfonctionnement.

Cet appareil numérique de classe B est conforme à la norme NMB-003 du Canada.

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