

Apex HR (CHR-3) Warranty

Scale 1:1, millimeters, 1 color black

FRONT

FCC Statement

Model: TOCHGM0009
FCC ID: Z00-TOCHGM0009



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/TV technician for help.

Modifications not expressly approved by the manufacturer could void the user's authority to operate the equipment under FCC Rules. 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, and (2) this device must accept any interference received, including interference that may cause undesired operation of the device. FCC RF Radiation Exposure Statement: This equipment complies with FCC radiation exposure limits set forth for an uncontrolled environment. End users must follow the specific operating instructions for satisfying RF exposure compliance. This device must not be co-located or operated in conjunction with any other antenna or transmitter instructions for satisfying RF exposure compliance.

NOTE: Operating temperature ranges from -4°F to 149°F (-20°C to 65°C). Relative humidity ranges from 0% to 93% RH.

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Responsible Party

Striiv, Inc., 570 El Camino Real, Suite 200, Redwood City, CA 94063
Software Licensing Agreement
Last updated 08/08/13

Compliant with the standard R&TTE 99/CE/05
Limited Hardware Warranty



Last updated 9/15/2016. For future updates, go to www.striiv.com/legal

1. Limited Warranty. Striiv, Inc. ("Striiv") warrants to the end user customer ("Customer") of the Striiv electronic device ("Product") that the Product hardware components ("Product Hardware"), when used in accordance with the documentation furnished by Striiv ("Documentation"), will be free in all material respects of defects in materials and workmanship ("Limited Warranty"), for a period of one (1) year after the date of purchase by Customer of the applicable Product from Striiv or Striiv authorized reseller (the "Warranty Period"). If the Product Hardware (or any component or portion thereof) fails to conform to the Limited Warranty, Striiv, at its own expense and as its sole obligation, and Customer's sole and exclusive remedy, for breach of this warranty will either (at Striiv sole discretion) (a) repair or replace any defective Product Hardware; or (b) accept the return of the Product incorporating the defective Product Hardware and refund to Customer the fees actually paid by Customer to Striiv or Striiv authorized reseller for such Product. Replacement

Products and Product Hardware may be refurbished and/or different models will be supplied, but will be functionally equivalent to the Products or Product Hardware being replaced. When a Product or Product Hardware is replaced, any replacement item becomes Customer's property and the replaced Product or Product Hardware becomes Striiv property. Any Product that has either been repaired or replaced under this Limited Warranty will have warranty coverage for the longer of ninety (90) days or the remaining Warranty Period. This Limited Warranty is transferable from Customer to subsequent Product owners, but the Warranty Period will not be extended for any such transfer.

2. Process. Striiv warranty obligations are conditioned on Customer (a) notifying Striiv using the customer care contact information available at Striiv website (www.striiv.com/customer-care), during the Warranty Period, of any failure of the Product to meet the Limited Warranty, including a detailed description of such alleged failure and proof of purchase information as requested by Striiv, (b) otherwise complying with Striiv then-current return merchandise authorization guidelines (if any), and (c) shipping the affected Product, at Customer's cost, to Striiv or Striiv designated third-party facility for repair or replacement. Before Customer ships Customer's Product to Striiv for warranty service, Customer is responsible for making a separate backup copy of the contents of the Product. THE CONTENTS OF THE PRODUCT MAY BE DELETED AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF WARRANTY SERVICE. Customer's Product will be returned to Customer configured as originally purchased, subject to applicable updates. Customer will be responsible for reinstalling all other software programs, data and passwords. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty. Striiv will have no warranty obligations with respect to a returned Product, if it determines, in its reasonable discretion, after analysis of that returned Product, that the Product is subject to an Exclusion (defined below). Striiv will bear all costs of return shipping to Customer, except, if (i) the Product is subject to an Exclusion, or (ii) Customer's return shipping address is not located in a country in which Striiv, or Striiv authorized reseller(s), distributes Products, then Customer will bear all shipping costs.

3. Exclusions. Striiv will have no warranty obligation with respect to the following

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circumstances ("Exclusions"): (a) Product Hardware that has no defects in materials or workmanship; (b) Product nonconformities that Striiv is unable to reproduce; (c) Products sold as "samples" or "AS IS"; (d) Products that have been subject to: (i) any modifications, alterations, repair, or servicing by any party other than Striiv or Striiv authorized representatives; (ii) handling, storage, installation, testing, maintenance, or use not in accordance with the applicable Documentation; (iii) abuse, negligence, neglect, accidents or misuse; (e) hardware not manufactured or supplied by Striiv; (f) cosmetic damage; (g) normal wear and tear; (h) any breakdowns, fluctuations, or interruptions in electric power or the telecommunications network; (i) performance of the Product Hardware in combination with other items not manufactured, approved, or supplied by Striiv; or (j) any acts of God, including fire, flood, tornado, earthquake, hurricane, excessive snow, lightning; or (k) other disasters such as war, riot or insurrection.

4. Disclaimers. EXCEPT TO THE EXTENT SET FORTH ABOVE IN THIS LIMITED WARRANTY, THE PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND STRIIV DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCTS, WHETHER IMPLIED, EXPRESS, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, QUIET ENJOYMENT, AND ACCURACY. STRIIV DOES NOT WARRANT THAT OPERATION OF THE PRODUCTS WILL BE ERROR-FREE OR UNINTERRUPTED. STRIIV RESELLERS HAVE NO AUTHORITY TO MAKE ANY REPRESENTATIONS OR COMMITMENTS ON BEHALF OF STRIIV. No Striiv reseller, agent, employee, or representative is authorized to make any modification, extension, or addition to this Limited Warranty.

5. Limitation of Liability. IN NO EVENT WILL STRIIV BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCTS, EVEN IF STRIIV KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

6. Consumer Protection. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR

CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATION OF LIABILITY UNDER THIS LIMITED WARRANTY WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

7. Severability. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

8. Governing Law. This Limited Warranty shall be governed by the laws of the State of California without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

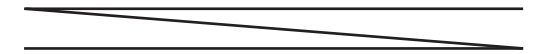
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FOLDS LIKE THIS
(VIEW FROM TOP)

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