

NES Care miHealth Device Replacement Plan

Thank you for enrolling in the NES Care miHealth Device Replacement Plan.

The cost of the NES Care miHealth Device Replacement Plan is \$35.00 per month for each miHealth Device, which includes:

- Full feature and application updates for the NES miHealth Device
- NES miHealth Device replacement coverage*
- Per claim deductible of \$100.00
- Enrollment in the NES Care miHealth Device Replacement Plan is auto-renewed, unless enrollment is cancelled for any reason
- If three (3) or more miHealth devices are covered under the NES Care Plan, the Plan price per each miHealth device is \$20.00

TERMS AND CONDITIONS

Please read the NES Care miHealth Device Replacement Plan (the “Plan”) Terms and Conditions carefully and completely. By enrolling in the Plan, you acknowledge that you have had the opportunity to read the terms and conditions set forth herein.

*The following terms and conditions apply to claims for replacement for damage to your miHealth Device(s).

The NES Care Replacement Plan covers “Damage”, as defined below, to the NES miHealth Device. To be eligible for replacement under the NES Care miHealth Device Replacement Plan, the monthly cost must be paid in full up through the month in which a claim is made.

“Damage” outside of the manufacturer’s equipment warranty that came with your miHealth Device(s) refers to the mechanical or electrical failure of the device caused by (a) normal wear and tear, and (b) unintentional and accidental damage from handling as a result of normal use of the miHealth Device. “miHealth Device” is defined as the NES miHealth Device, which you purchased or leased and is covered by the Plan.

To file a claim, you must first obtain a Return Merchandise Authorization (RMA) number from NES Health customer support, by calling toll-free, (888) 242-5933. Instructions on returning the miHealth Device will be provided along with the RMA number.

You are responsible for the non-refundable deductible of \$100.00 for each approved claim, along with shipping costs of the damaged miHealth Device(s). A replacement miHealth Device will be shipped to you immediately upon receipt by NES Health LLC of the damaged miHealth Device(s)

covered under this Plan. Replacement miHealth Devices may be refurbished or reconditioned, and will be comparable in quality in features to the original miHealth Device. miHealth Device replacement is limited to three (3) claims per calendar year.

Devices not covered under the NES Care miHealth Device Replacement Plan are subject to full refurbishment cost of \$800.00, if the device can be repaired or, in the event of internal and/or external damage rendering the device irreparable, the full replacement cost for a new miHealth device.

Term of Coverage: The Plan coverage commences one (1) calendar month from the date of enrollment in the Plan and is effective until cancelled. The Plan will automatically renew on a month to month basis, or year to year basis if Plan enrollment is pre-paid, unless the Plan is cancelled as per the "Cancellation" provision.

Plan Payment Terms: You will be billed for enrollment in the Plan in equal monthly installments. You may opt out of the monthly installments by pre-paying for Plan enrollment one calendar year in advance. If your monthly Plan price is subject to change during the term of this Plan, you will be notified in advance of any price increase. In the event the Plan enrollment date coincides with an authorized claim, a one-month back-charge of \$35.00 per device (or \$20.00 per device, if more than three (3) devices are enrolled in the Plan) will be due and payable upon Plan enrollment, along with the required deductible of \$100.00.

What is Not Covered: (1) intentional acts or criminal acts by you; (2) damage from abuse, misuse, introduction of foreign objects or substances into the device, unauthorized device modifications or alterations, failure to follow the manufacturer's instructions, third-party actions (fire, collision, vandalism, loss, theft, etc.); (3) preventative maintenance; (4) damage which is not reported within thirty (30) days after expiration of this Plan; (5) any failures, or parts and/or labor costs incurred as a result of a manufacturer's recall.

Cancellation: You may cancel this Plan, without cost to you, within the first 30 days after purchase or any time after the first 12 months of coverage. You may also cancel this Plan during the term of coverage by calling (888) 242-5933, or providing written notice with a copy of the Plan to the following address: 5615 Scotts Valley Drive, Suite 103, Scotts Valley, CA 95066, Attn: Customer Support. You will receive a refund equal to the unearned pro rata premium, less any claims which have been paid. This Plan may be canceled by you for any reason. This Plan may not be cancelled by NES Health LLC except for fraud, material misrepresentation or nonpayment by you; or for violation of any of the terms and conditions of this Plan. If the Plan is cancelled by NES Health LLC, you shall receive a refund of 100% of the unearned pro rata premium less any claims which have been paid.

Transferability: This Plan is not transferable.

CREDIT CARD AUTHORIZATION

I authorize NES Health, LLC and its merchant service processor, to charge my credit card in the amount of \$35 per month per miHealth device covered by this plan, or \$20 per month if covering three or more miHealth devices per this plan. If I wish exercise the replacement of my miHealth device under this plan, I will be charged a \$100 deductible per replacement.

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| Name | CC# |
| Street Address | Expiration Date |
| City, State, Zip Code | CVC |

Plan Purchaser:

Date:

Signature

Printed Name

NES Health LLC Representative

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| FOR NES HEALTH USE ONLY: | | | |
| Active Unit(s) Serial #: | Enrollment Date: | Replacement Date: | |
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