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NES Health miHealth One (1) Year Limited Warranty

Revision 2 | Feb 2015

NES Health's warranty obligations for this hardware product are limited to the terms set forth below:

NES Health Limited ("NES Health") warrants this NES Health branded hardware product against defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of retail purchase by the original end-user purchaser ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, NES Health will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product.

NES Health may request that you replace defective parts with new or refurbished user-installable parts that NES Health provides in fulfilment of its warranty obligation. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by NES Health, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes NES Health's property. Parts provided by NES Health in fulfilment of its warranty obligation must be used in products for which warranty service is claimed.

THIS WARRANTY DOES NOT AFFECT YOUR STATUTORY RIGHTS EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to hardware products manufactured by or for NES Health that can be identified by the "NES Health" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-NES Health hardware products or any software, even if packaged or sold with NES Health hardware. Manufacturers, suppliers, or publishers, other than NES Health, may provide their own warranties to the end user purchaser, but NES Health, in so far as permitted by law, provides their products "as is". Software distributed by NES Health with or without the NES Health brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use. NES Health does not warrant that the operation of the product will be uninterrupted or error-free. NES Health is not responsible for damage arising from failure to follow instructions relating to the product's use.

This warranty does not apply: (a) to damage caused by use with non-NES Health products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) to damage caused by operating the product outside the permitted or intended uses described by NES Health; (d) to damage caused by service (including upgrades and

expansions) performed by anyone who is not a representative of NES Health; (e) to a product or part that has been modified to alter functionality or capability without the written permission of NES Health; (f) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (g) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; or (h) if any NES Health serial number has been removed or defaced.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER STATUTORY RIGHTS, WHICH VARY FROM COUNTRY TO COUNTRY. NES HEALTH'S RESPONSIBILITY FOR HARDWARE DEFECTS IS LIMITED TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY NES HEALTH. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED WARRANTY. SAVE TO THE EXTENT PERMITTED BY LAW NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD.

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SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

OBTAINING WARRANTY SERVICE

Please access and review the online help resources referred to in the documentation accompanying this hardware product before requesting warranty service. If the product is still not functioning properly after making use of these resources, please contact the NES Health representatives using the information provided in the documentation. When calling, a NES Health representative will help determine whether your product requires service and, if it does, will inform you how NES Health will provide it. You must assist in diagnosing issues with your product and follow NES Health's warranty processes. NES Health may restrict service to the country where NES Health or its authorized distributors originally sold the hardware product and provide warranty service (i) by sending you prepaid way bills (and if you no longer have the original packaging, NES Health may send you packaging material) to

enable you to ship the product to NES Health's repair service location for service, or (ii) by sending you new or refurbished customer-installable replacement product or parts to enable you to service or exchange your own product ("DIY Service"). Upon receipt of the replacement product or part, the original product or part becomes the property of NES Health and you agree to follow instructions, including, if required, arranging the return of original product or part to NES Health in a timely manner. When providing DIY Service requiring the return of the original product or part, NES Health may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you follow instructions, NES Health will cancel the credit card authorization, so you will not be charged for the product or part and shipping costs. If you fail to return the replaced product or part as instructed, NES Health will charge the credit card for the authorized amount.

Service options, parts availability and response times may vary. Service options are subject to change at any time. In accordance with applicable law, NES Health may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. Please refer to the accompanying documentation for more details on this and other matters on obtaining warranty service.

NES Health will maintain and use customer information in accordance with the NES Health Customer Privacy Policy accessible at <http://www.neshealth.com/privacy-policy/>.

If your product is capable of storing software programs, data and other information, you should protect its contents against possible operational failures. Before you deliver your product for warranty service it is your responsibility to keep a separate backup copy of the contents and disable any security passwords. **THE CONTENTS OF YOUR PRODUCT WILL BE DELETED AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF WARRANTY SERVICE.** Your product will be returned to you configured as originally purchased, subject to applicable updates. You 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.

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In no event shall NES Health's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00).

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RETURNS POLICY

Any returns can only be made after prior agreement with the NES Health. No return of product can be made without prior agreement with the NES Health

Product returns due to faults must be proven and agreed with and by NES Health before any return can be made. If a product is proven to be faulty as the result of a complaint and a product recall is required, then the product concerned must be returned to NES Health on the request of NES Health.

In order to return goods and in all instances, the customer/distributor must get in touch with NES Health. Any claim that goods have been delivered damaged, or are not of the correct quality according to their description must be notified by the customer/distributor to NES Health within 28 days of receipt of the goods. Any claim that the order is incorrect in product type, quantity or quality, must be notified by the customer/distributor to NES Health within 28 days of receipt of the goods. In the event of a customer complaint, the customer must notify NES Health immediately and NES Health will decide what action will be taken and will instruct the customer/distributor how to proceed.

Should NES Health agree to goods being returned, it is the customer/distributor's responsibility to package them appropriately to avoid damage in transit. Where possible the device should be returned in the original box. Relevant postage insurance is also recommended. The package should also contain all required labelling and documents outlining the return reason. Please contact NES Health should you require any further information. NES Health will not refund incoming postage costs.

When returning a device, please remove the battery prior to sending.