

LogicMark Disclaimer and Limited Warranty

COMMUNICATION AND RESPONSE LIMITATIONS: Purchaser acknowledges that signals which are transmitted over telephone lines, or other modes of communication pass through communication networks wholly beyond the control of LogicMark LLC and are not maintained by LogicMark LLC, and, therefore, LogicMark LLC shall not be responsible for any equipment or communication failure which prevents transmission signals from reaching police emergency 911 operators or damages arising therefrom. Purchaser acknowledges that LogicMark LLC provides no response to its Guardian Alert 911 equipment. The equipment is designed to communicate with police emergency 911 operators and LogicMark LLC is not and shall not be responsible for police or other emergency response time or that any response will be provided by the police emergency 911 response center.

ELECTRIC AND TELEPHONE SERVICE IS NECESSARY AND PURCHASER'S RESPONSIBILITY: Purchaser acknowledges that the Guardian Alert 911 equipment (including optional Battery Back-up accessory) plugs into a standard telephone jack and communicates over standard telephone lines using two way voice communication. You must use a special adaptor (not supplied) for the equipment to work with VOIP Internet transmission. VOIP Internet will not work when your electricity service is interrupted unless you have battery back up for your computer and Guardian Alert 911 system. Purchaser acknowledges that the Guardian Alert 911 equipment (and the optional Battery Back-up accessory) requires 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups, RJ11 Block or equivalent, all of which is Purchaser's responsibility to obtain and maintain.

TESTING AND SERVICE OF Guardian Alert 911 Equipment: The Guardian Alert 911 equipment (and optional Battery Back-up accessory), once installed, are in the exclusive possession and control of the Purchaser, and it is Purchaser's sole responsibility to test the operation of equipment and request warranty service if the equipment is under warranty.

LIMITED WARRANTIES OR REPRESENTATIONS. LogicMark LLC does not represent nor warrant that the Guardian Alert 911 system will prevent any loss, damage or injury to person or property, or that the personal emergency alert system will in all cases provide the protection for which it is installed or intended. Purchaser acknowledges that LogicMark LLC is not an insurer, and that Purchaser assumes all risk for loss or injury to Purchaser's property or person. LogicMark LLC has made no representation or warranties, except those expressed herein and hereby disclaims any warranty of merchantability or fitness for any particular use.

PURCHASER'S EXCLUSIVE REMEDY: Purchaser's exclusive remedy for LogicMark LLC's default hereunder is to require LogicMark LLC to repair or replace, at LogicMark LLC's option, any equipment or part of the personal emergency alert system which is non-operational during LogicMark LLC's warranty period.

LIMITATION OF LIABILITY: The Guardian Alert 911 equipment is not designed or guaranteed to prevent any loss or injury. This Limited Warranty and Disclaimer of Liability constitutes the terms of sale and use of the Guardian Alert 911 (and accessory) equipment, and if, notwithstanding these terms of sale and use of the product, there should arise any liability on the part of LogicMark LLC as a result of any cause whatsoever, regardless of whether or not such loss, damage, or personal injury was caused by or contributed to by LogicMark LLC's negligence to any degree or failure to perform any obligation or strict

products liability, such liability will be limited to an amount paid by the Purchaser to LogicMark LLC for the product, or to the sum of \$150.00, whichever is greater.

Disclaimer: LogicMark, LLC will not be responsible for the improper use of the Guardian Alert 911, nor will it be responsible for failure resulting from the use of other equipment connected to the same phone line. We will not be responsible for the quality of the phone line or the reliability or quality of the phone service with which the Guardian Alert 911 is used. LogicMark, LLC will not be responsible for the installation of the Guardian Alert 911 product. It will not be responsible for the improper use or abuse of this unit.

ONE YEAR LIMITED WARRANTY

LogicMark, LLC warrants to the original consumer/purchaser that this product shall be free of defects in material and workmanship under normal use and circumstances for a period of one (1) year from the date of original purchase for use. When the original consumer/purchaser returns the product pre-paid to LogicMark, LLC; 8625 Hampton Way; Fairfax Station, Virginia 22039, USA within the warranty period, and if the product is defective, LogicMark, LLC will at its option repair or replace such.

This warranty shall constitute the sole liability of LogicMark, LLC concerning the product. LogicMark, LLC expressly disclaims all other warranties INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO PERSON, FIRM, OR CORPORATION IS AUTHORIZED TO ASSUME FOR LogicMark, LLC. ANY OTHER LIABILITY IN CONNECTION WITH THE SALE AND USE OF THE PRODUCT. LogicMark, LLC & agents & distributors will bear no liability whatsoever for incidental or consequential damages or charges of any kind.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above disclaimer regarding incidental or consequential damages may not apply to you.

This warranty is void if the product has been damaged or tampered with or if the product or any such parts have been opened. In all cases of damage during shipment, a claim must be filed with the shipping carrier and not with LogicMark, LLC.

This warranty gives you specific legal rights; you may also have other rights which vary from state to state.

OUT OF WARRANTY REPAIRS

If the warranty period has expired or if you are not the original owner of the product, LogicMark, LLC will at its option either (1) replace this product with a functionally similar (but not necessarily identical) refurbished product or (2) repair the original product and return it to the original consumer/purchaser after payment of repair/replacement charges has been received.