

## WARRANTY

### HOW CONSUMER LAW RELATES TO THIS WARRANTY

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR BY COUNTRY OR PROVINCE). OTHER THAN AS PERMITTED BY LAW, SYMPTOMSENSE DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR COUNTRY, PROVINCE OR STATE.

### WARRANTY LIMITATIONS SUBJECT TO CONSUMER LAW

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. SYMPTOMSENSE DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, SYMPTOMSENSE LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT SYMPTOMSENSE'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

### WARRANTY COVERAGE

SYMPTOMSENSE WARRANTS THE SYMPTOMSENSE™-BRANDED PRODUCTS CONTAINED IN THE ORIGINAL PACKAGING AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP WHEN USED NORMALLY IN ACCORDANCE WITH PUBLISHED GUIDELINES FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF ORIGINAL RETAIL PURCHASE BY THE END-USER PURCHASER ("WARRANTY PERIOD"). PUBLISHED GUIDELINES INCLUDE BUT ARE NOT LIMITED TO INFORMATION CONTAINED IN TECHNICAL SPECIFICATIONS, USER MANUALS AND SERVICE COMMUNICATIONS.

**THIS WARRANTY DOES NOT APPLY: (A) TO CONSUMABLE PARTS, SUCH AS BATTERIES OR PROTECTIVE COATINGS THAT ARE DESIGNED TO DIMINISH OVER TIME, UNLESS FAILURE HAS OCCURRED DUE TO A DEFECT IN MATERIALS OR WORKMANSHIP; (B) TO COSMETIC DAMAGE, INCLUDING BUT NOT LIMITED TO SCRATCHES, DENTS AND BROKEN PLASTIC ON PORTS UNLESS FAILURE HAS OCCURRED DUE TO A DEFECT IN MATERIALS OR WORKMANSHIP; (C) TO DAMAGE CAUSED BY USE WITH A THIRD PARTY COMPONENT OR PRODUCT THAT DOES NOT MEET THE SYMPTOMSENSE PRODUCT'S SPECIFICATIONS. (D) TO DAMAGE CAUSED BY ACCIDENT, ABUSE, MISUSE, FIRE, LIQUID CONTACT, EARTHQUAKE OR OTHER EXTERNAL CAUSE.**

**IMPORTANT: DO NOT OPEN THE SYMPTOMSENSE PRODUCT. OPENING THE SYMPTOMSENSE PRODUCT MAY CAUSE DAMAGE THAT IS NOT COVERED BY THIS WARRANTY.**

## **LIMITATION OF LIABILITY**

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SYMPTOMSENSE IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE SYMPTOMSENSE PRODUCT OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED ON THE SYMPTOMSENSE PRODUCT.

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. SYMPTOMSENSE DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY SYMPTOMSENSE PRODUCT UNDER THIS WARRANTY OR REPLACE THE SYMPTOMSENSE PRODUCT WITHOUT RISK TO OR LOSS OF INFORMATION STORED IN THE SYMPTOMSENSE PRODUCT.

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

## **GENERAL**

NO SYMPTOMSENSE™ RESELLER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS WARRANTY. IF ANY TERM IS HELD TO BE ILLEGAL OR UNENFORCEABLE, THE LEGALITY OR ENFORCEABILITY OF THE REMAINING TERMS SHALL NOT BE AFFECTED OR IMPAIRED. THIS WARRANTY IS GOVERNED BY AND CONSTRUED UNDER THE LAWS OF NEW YORK STATE IN WHICH THE SYMPTOMSENSE PRODUCT PURCHASE TOOK PLACE. SYMPTOMSENSE OR ITS SUCCESSOR IN TITLE IS THE WARRANTOR UNDER THIS WARRANTY.

## DISCLAIMER

END USER ACKNOWLEDGES AND AGREES THAT COVID-19 IS NOT FULLY UNDERSTOOD BY THE MEDICAL AND SCIENTIFIC COMMUNITIES AND THERE IS NO DEFINITIVE UNDERSTANDING OF SYMPTOMS AND SPREAD. PRODUCT'S OBJECTIVE IS TO MEASURE CERTAIN FACTORS WHICH THE MEDICAL AND SCIENTIFIC COMMUNITIES CURRENTLY BELIEVE ARE RELEVANT TO THE DETECTION OF COVID-19. IT IS FURTHER ACKNOWLEDGED AND AGREED THAT PEOPLE MAY HAVE COVID-19 WHILE BEING ASYMPTOMATIC. ACCORDINGLY AND FOR THE AVOIDANCE OF DOUBT, UNDER NO CIRCUMSTANCES SHALL SYMPTOMSENSE OR SOTER TECHNOLOGIES BE LIABLE IN ANY RESPECT, WHETHER TO RESELLER, RESELLER END USER, OR TO ANY THIRD PARTY, FOR FAILURE TO IDENTIFY AN INDIVIDUAL(S) AS BEING AT RISK FOR COVID-19 OR ANY OTHER CONDITION. HIPAA COMPLIANCE IS THE RESPONSIBILITY OF THE USER. THIS IS NOT AN FDA-APPROVED DEVICE. THIS IS NOT A MEDICAL DEVICE.

**Pandemic Solutions**

**888-588-4079 | [pandemicsolutions.net](https://pandemicsolutions.net) | [info@pandemicsolutions.net](mailto:info@pandemicsolutions.net)**