

## **Warranty**

Revised: July 10, 2018

This Limited Warranty and Returns Policy (“Limited Warranty”) applies to any AliveCor product (the “Product”) and is given by AliveCor, Inc., to the individual or entity (the “Owner”) who uses the Product which has been obtained from AliveCor or an AliveCor authorized dealer. This Limited Warranty applies only within countries where the Kardia app is available for customers to download and for customers located in such countries, and is not transferable.

### **30-Day Return Policy**

If you purchased the Product directly from AliveCor, then you may return the Product within 30 days of receiving it. In order for a refund under this Returns Policy to be granted, you must request a Return Merchandise Authorization (RMA) number from AliveCor during the 30-day period following the date you received the Product from AliveCor. You may request an RMA number by submitting a request at [AliveCor Customer Support](#). The Product must be received by AliveCor within 3 weeks from the date on which the RMA was issued in order for you to receive a refund.

If the Product is returned to AliveCor in accordance with this Returns Policy, AliveCor will credit the account you used to make the original purchase with the full purchase price you paid for the Product and any applicable taxes minus any shipping and handling charges you paid when you purchased the Product. You are responsible for and must prepay all return shipping charges and you assume all risk of loss or damage to the Product while in transit back to AliveCor.

The time to credit your account may vary, depending on processing time. Please allow up to seven business days for AliveCor to credit the account used to make the original purchase. If you received a damaged Product directly from AliveCor, please contact [AliveCor Customer Support](#).

**Purchases through an Authorized Dealer:** If you purchased the Product from an AliveCor authorized retailer or distributor, please contact that retailer or distributor. You must follow the return policy of that authorized retailer or distributor.

### **Manufacturer’s Limited Warranty**

AliveCor warrants to the Owner that the Product will materially conform to its published specifications and be free from defects in materials and workmanship under normal use for a period that complies with applicable consumer regulations associated in the country of purchase and commencing on the date of delivery (the “Warranty Period”).

If the Product proves defective during the Warranty Period, you must follow the instructions set out below for returning the Product, and AliveCor will replace the Product with a product that is the same or equivalent to the Product you purchased.

A replacement Product assumes the remaining warranty of the original Product, or 30 days from the date of replacement, whichever is longer. AliveCor reserves the right to replace any discontinued Product with a new product of comparable value and function.

### **How to Obtain Warranty Service**

To obtain warranty service on a Product purchased directly from AliveCor, contact [AliveCor Customer Support](#).

If AliveCor determines that a Product is eligible for warranty replacement, AliveCor shall bear the costs associated with returning a Product under warranty. AliveCor is not responsible for items damaged or lost in transit. Replaced Products are the property of AliveCor.

A replacement Product provided under this Limited Warranty will only be dispatched to addresses within countries where the Kardia Phone app is available for customers to download and for customers located in such countries, and is not transferable.

Purchases through an Authorized Dealer: To obtain warranty service on Product purchased from an AliveCor authorized distributor, please contact that authorized distributor.

AliveCor covers the product for the Warranty Period as long as proof of purchase can be provided, please contact [AliveCor Customer Support](#).

### **What is Not Covered?**

This Limited Warranty will be void if the Product: (a) is used in any manner that is inconsistent with the intended purpose or design of the Product as described in AliveCor's published documentation for the Product, (b) is altered in any way, (c) the Product is used or maintained in any manner that is inconsistent with AliveCor's instructions or warnings included with the Product or (d) the Product is subjected to any other misuse, abuse, neglect, accident, or external forces.

This Limited Warranty does not cover normal wear and tear.

AliveCor does not warrant that the operation of the Product will be uninterrupted or error-free.

**WARRANTY DISCLAIMER:** This Limited Warranty replaces all other AliveCor warranties and liabilities whether oral, written, (non-mandatory) statutory, contractual, in

tort or otherwise, including without limitation, and where permitted by applicable law, any implied conditions, warranties or other terms as to satisfactory quality or fitness for purpose.

To the greatest extent permitted by applicable law, the warranties set forth in this limited warranty are exclusive and no other warranty, whether written or oral, expressed or implied, applies with respect to THE PRODUCT AND ANY SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF DESIGN, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF ALIVECOR HAS BEEN INFORMED OF SUCH PURPOSE) OR AGAINST INFRINGEMENT.

IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN SUCH IMPLIED WARRANTY SHALL BE LIMITED IN DURATION TO THE WARRANTY PERIOD set forth ABOVE.

### **Limitation of Remedies**

THE REMEDIES IN THIS LIMITED WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES.

Resellers, agents, or employees of AliveCor are not authorized to make any modification, extension, or addition to this Limited Warranty.

To the greatest extent permitted by applicable law, AliveCor does not assume any liability for loss of or damage to or corruption of data, for any loss of profit, loss of use of Products or functionality, loss of business, loss of contracts, loss of revenues or loss of anticipated savings, increased costs or expenses or for any indirect loss or damage, consequential loss or damage or special loss or damage.

To the greatest extent permitted by applicable law, AliveCor's liability shall be limited to the purchase value of the Product.

THE LIMITATIONS SET FORTH IN THIS LIMITED WARRANTY ARE INTENDED TO LIMIT THE LIABILITY OF ALIVECOR AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

### **Other Important Notices**

The rights provided to you under this Limited Warranty are provided in addition to all rights and remedies conveyed to you by applicable consumer protection laws and do not affect your legal (statutory) rights under your applicable national law.

The jurisdiction applicable to you may not allow the limitations of liability or damages set forth in this Limited Warranty, in which case such limitations shall only apply to you to the extent permitted in such jurisdiction.

This Limited Warranty is offered subject to AliveCor's Terms of Service, which may change from time to time. You can find the latest version on our website at: <https://www.alivecor.com/tos>. In the case of any inconsistencies between the Terms of Service and this Limited Warranty, this Limited Warranty will prevail.

This Limited Warranty does not apply to any mobile device or the cellular and/or other network or system on which the Product operates. Therefore, AliveCor will not accept any responsibility under this Limited Warranty for the operation, availability, coverage, services or range of the cellular or other network or system.

Always completely follow safety, use, operation, and maintenance instructions for the Product or any other AliveCor product.

Please remember to make back-up copies or keep written records of all important content and data stored in your Product, because content and data may be lost during replacement of the Product. AliveCor shall not under any circumstance be liable either expressly or impliedly, for any damages or losses of any kind whatsoever resulting from loss of, damage to, or corruption of, content or data during repair or replacement of the Product.

This Limited Warranty is governed by and will be construed in accordance with the laws of the State of California, U.S.A., exclusive of its conflict of laws principles. The United Nations' Convention on Contracts for the International Sale of Goods shall not apply.

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