

Fever Scout Warranty

Limited Product Warranty

VivaLnk Inc. ("VivaLnk") provides limited product warranty to original purchasers of its products. For Feverscout, VivaLnk warrants to the original purchaser that your Feverscout (the "Product") shall be free of defects in materials and workmanship under normal use for the intended purpose for a period of twelve (12) months from the date of purchase (the "Warranty Period"). VivaLnk is not responsible for damage arising out of failure to follow user instructions of the Product's use. VivaLnk does not warrant that the operation of the Product will be uninterrupted or error-free.

VivaLnk does not provide any warranty for the mobile app or device that runs the app, nor for any services provided by VivaLnk to users of the Product.

Remedies

Within the Warranty Period, for hardware defect, upon receiving a valid claim from an original purchaser, VivaLnk will, at its option and to the extent permitted by law, at no charge to the original purchaser, either (1) using new or refurbished parts to repair the Product, (2) replace the Product with a new or refurbished Product, or (3) refund the original purchase price. Shipping and handling charges may apply except where prohibited by applicable law. This Limited Warranty is valid only in the jurisdictions where the Products are sold by VivaLnk itself or through its authorized reseller or agent, and is valid to the extent permitted by the applicable laws of such jurisdictions. The limited warranty will continue to cover the repaired or replaced product for the remaining time of the original Warranty Period. All returned parts for which you have received a refund or replacement will become the property of VivaLnk, Inc.

How to Obtain Warranty Service

How to obtain warranty service, you must submit a completed warranty claim form (<https://feverscout.com/pages/submit-a-request>) with the following information and record to make a warranty claim: (i) product model; (ii) your full address and contact information; and (iii) your purchase receipt or other proof of the date purchased.

A warranty claim form is enclosed, you can also obtain the warranty claim form at <https://feverscout.com/pages/warranty>

Exclusions and Limitations

This Limited Warranty applies only to the Product manufactured by or for VivaLnk. The Limited Warranty does not apply to any software, even if the software is packaged or sold with the Product or embedded in the Product.

This warranty does not apply to a Product or part of the Product that has been altered or modified in terms of functionality or capability by anyone without VivaLnk's permission. In addition, this Limited Warranty does not apply: (a) to damage caused by use with non-VivaLnk products; (b) to damage caused by accident, abuse, misuse, natural disaster or other external causes; (c) to damage caused by operating the Product outside the permitted or intended uses described by VivaLnk; or (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not an authorized representative of VivaLnk.

No employee or representative of VivaLnk or any third party is authorized to modify, extend, or add to this Limited Warranty. If any term of this Limited Warranty is held to be illegal or unenforceable, the remaining terms of this Limited Warranty will remain in full force and effect.

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

Implied Warranties

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) SHALL BE LIMITED IN DURATION TO THE WARRANTY PERIOD. Some jurisdictions do not allow limitations on the duration of an implied warranty, so the above limitation may not apply to you.

Limitation of Damages

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, VIVALNK SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE OR DATA, RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, EVEN IF VIVALNK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Governing Law

This Limited Warranty shall be governed by the laws of the State of California, USA, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.