

spencer™ Limited Warranty

IMPORTANT: BY USING YOUR **spencer™** PRODUCT (THE “PRODUCT”), YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE (1) YEAR LIMITED WARRANTY AS SET OUT BELOW.

DO NOT USE YOUR PRODUCT UNTIL YOU HAVE READ THE TERMS OF THIS LIMITED WARRANTY. IF YOU DO NOT AGREE TO THE TERMS OF THIS LIMITED WARRANTY, DO NOT USE THE PRODUCT AND RETURN IT WITHIN THE RETURN PERIOD STATED IN OUR RETURN POLICY (FOUND AT <https://www.helloimspencer.com>) OR TO THE AUTHORIZED DISTRIBUTOR WHERE YOU PURCHASED IT FOR A REFUND.

THIS LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT <https://www.helloimspencer.com> OR IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCT.

HOW CONSUMER LAW RELATES TO THIS LIMITED WARRANTY

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE (OR BY COUNTRY OR PROVINCE). OTHER THAN AS PERMITTED BY LAW, WE DO 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. SHS 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, SHS LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT SHS’S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME COUNTRIES, PROVINCES, AND STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

WHO MAY USE THIS WARRANTY?

Spencer Health Solutions, LLC, located at 2501 Aerial Center Parkway #100, Morrisville, NC 27560 (“**we**” or “**sHS**”), extend this limited warranty only to the original end user of the Product (“**you**”). It does not extend to any subsequent owner or other transferee of the Product.

WHAT DOES THIS WARRANTY COVER?

This limited warranty covers any defects or malfunctions in the Product for the Warranty Period.

WHAT DOES THIS WARRANTY NOT COVER?

This limited warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper use; (d) failure to follow the product instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; (h) external causes such as accidents, abuse, or other

actions or events beyond our reasonable control; or (i) use with a third-party component or product that does not meet the Product's specifications (product specifications are available at <https://www.helloimspencer.com>). This limited warranty does not apply if (i) any serial number has been removed or defaced from the Product; or (ii) if sHS receives information from relevant public authorities that the Product has been stolen or if you are unable to deactivate passcode-enabled or other security measures designed to prevent unauthorized access to the Product, and you cannot prove in any way that you are the authorized user of the Product (e.g., by presenting proof of purchase). This limited warranty also does not cover any data breach or damages resulting from the access or use of information transmitted or received using your username and password for use with the Product, with or without your knowledge or consent.

IMPORTANT RESTRICTION FOR SERVICE

sHS may restrict warranty service for the Product to the country where sHS or its authorized distributor originally sold the Product.

YOUR RESPONSIBILITIES

Before receiving warranty service, sHS or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues, and follow sHS's procedures for obtaining warranty service. Before submitting the Product for warranty service, you should disable all security passwords.

Following warranty service, the Product or a replacement device will be returned to you as the Product was configured when originally purchased, subject to applicable updates. sHS may install system software updates as part of warranty service that will prevent the Product from reverting to an earlier version of the system software.

Important: Do not access the internal components of the Product. Opening the Product may cause damage that is not covered by this limited warranty. Only sHS or an sHS-authorized service provider should perform service on the Product.

This limited warranty does not apply to any non-sHS branded hardware products or any software, even if packaged or sold with sHS hardware. Manufacturers, suppliers, or publishers, other than sHS, may provide their own warranties to you – please contact them for further information. Software distributed by sHS with or without the Product is not covered by this limited warranty. Please refer to the licensing agreement accompanying the software for details of your rights with respect to its use. sHS does not warrant that the operation of the Product will be uninterrupted or error-free. sHS is not responsible for damage arising from failure to follow instructions relating to the Product's use.

WHAT IS THE PERIOD OF COVERAGE?

This limited warranty starts on the date of your purchase and lasts for one year (the "**Warranty Period**"). The Warranty Period is not extended if we repair or replace the Product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

With respect to any defective Product during the Warranty Period, we will, in our sole discretion, either: (a) repair or replace such Product (or the defective part) free of charge, or (b) refund the purchase price of the Product. We will also pay for shipping and handling fees to return the repaired or replacement Product to you if we elect to repair or replace the defective Product.

sHS may request that you replace certain user-installable parts on the Product. A replacement part or Product, including a user-installable part that has been installed in accordance with instructions provided by sHS, assumes the remaining term of this limited warranty. When the Product or part is replaced or a refund provided, any replacement item becomes your property and the replaced or refunded item becomes sHS property.

HOW DO YOU OBTAIN WARRANTY SERVICE?

To obtain warranty service, you must call Customer Service during the Warranty Period to obtain a Return Merchandise Authorization ("RMA") number. No warranty service will be provided without an RMA number.

LIMITATION OF WARRANTIES AND LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. SHS 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, SHS LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT SHS'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME COUNTRIES, PROVINCES, AND STATES DO NOT ALLOW CERTAIN EXCLUSIONS OR LIMITATIONS OF STATUTORY AND IMPLIED WARRANTIES OR INCIDENTAL AND CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

GENERAL

No sHS reseller, agent, or employee is authorized to make any modification, extension, or addition to this limited 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 limited warranty is governed by and construed under the laws of the country in which the Product purchase took place. sHS or its successor in title is the warrantor under this limited warranty.