

LIMITED WARRANTY RELATING TO ESSENCE MOBILE PERSONAL EMERGENCY RESPONSE SYSTEM AND RELATED PRODUCTS

IMPORTANT: BY USING THE MOBILE PERSONAL EMERGENCY RESPONSE SYSTEM ("mPERS"), OR ANY OTHER EQUIPMENT MANUFACTURED BY ESSENCE INTENDED TO BE USED WITH AND CONNECTED TO THE mPERS (COLLECTIVELY, "PRODUCT"), YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LIMITED WARRANTY.

DO NOT USE THIS PRODUCT UNTIL YOU HAVE READ THE TERMS BELOW. IF YOU DO NOT AGREE TO THE BELOW TERMS, DO NOT USE THE PRODUCT. CALL THE CUSTOMER SERVICE NUMBER OF YOUR DEALER OR RESELLER FROM WHOM YOU PURCHASED THE PRODUCT TO OBTAIN FURTHER INFORMATION ABOUT THEIR RETURN AND REFUND POLICY.

This limited warranty can also be found online at <https://www.essencesmartcare.com/limited-warranty-mpers-essenceusa/>.

EXPLANATION OF TERMS USED IN LIMITED WARRANTY

- 1) The term "Essence" refers to Essence SmartCare Ltd., the manufacturer of the Product, and/or Essence USA Inc, the manufacturer's representative in the United States of America and Canada.
- 2) The terms "you" or "your" refer to the original consumer purchaser of the Product.
- 3) The term "User Guidelines" refers to the User Guide, a form of which is available from your dealer or reseller or online at <https://www.essencesmartcare.com/mpers-getting-started-guide-essenceusa/>, the materials accompanying the Product, and the terms of this Warranty.

HOW DOES CONSUMER LAW RELATE TO THIS LIMITED 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, ESSENCE DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE. FOR A FULL UNDERSTANDING OF YOUR RIGHTS, YOU SHOULD CONSULT THE LAWS OF YOUR STATE, COUNTRY, OR PROVINCE.

TO THE EXTENT NOT PROHIBITED BY LAW, THIS IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SOME STATES, COUNTRIES OR PROVINCES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR STATE, COUNTRY, OR PROVINCE, ESSENCE LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. AS SOME STATES, COUNTRIES, OR PROVINCES DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, THE ABOVE LIMITATION ON DURATION MAY NOT APPLY TO YOU.

WHAT IS COVERED BY THIS LIMITED WARRANTY?

Essence warrants the Product against defects in material and workmanship for a period of NINETY (90) DAYS from the date you purchased the product ("Warranty Period") provided that (i) the Product was purchased and used in the United States or Canada, and (ii) the Product was installed, used and maintained in accordance with the User Guidelines. **DO NOT USE THE PRODUCT WITHOUT FIRST REVIEWING THE USER GUIDELINES.**

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

This warranty does not cover batteries, or any problem that is caused by accident, vandalism, negligence or mistake, flood, water, lightning, fire, abuse, misuse, acts of god, and casualty or electrical surges. Essence is not responsible for damage arising from failure to install, use and maintain the Product in accordance with the User Guidelines.

YOUR RESPONSIBILITIES FOR PRODUCT OPERATION

Essence is the manufacturer of the Product, it is not responsible for installation, services or monitoring of the Product and makes no recommendation regarding those who do provide such services, all of whom are not affiliated with Essence. It is entirely your decision as to from whom you purchase the Product and who you have install and/or monitor the Product.

Your mPERS requires an active SIM card; Without an active SIM card your mPERS will not, for example, be able to connect to a cellular network, communicate with a monitoring service or register your location. In addition, You can connect Your mPERS to a Wi-Fi network that has an ISP router. The latter option is additional to and does not replace the need for cellular connectivity. To connect Your mPERS to a Wi-Fi network, please contact your dealer or reseller with the Wi-Fi credentials (e.g., network name and password).

It is solely your responsibility to provide or ensure an active communication pathway(s) for the mPERS to communicate with a monitoring service. Essence does not provide cellular service, a Wi-Fi network, broadband, or any other type of communication pathway. Essence is not responsible for the Product's continuous communication with a monitoring service, including any interruption of service in the communication pathway with the monitoring service. Essence is not responsible for the security or privacy of any communication pathway, including, but not limited to wireless communication pathways. You agree that (i) Essence does not control or maintain the communication networks or pathways, such as the cellular connection, required for the Product to communicate with the monitoring service; (ii) Essence shall not be responsible for any failure which prevents transmission signals from communicating with a monitoring service, including, but not limited to a weak cellular signal.

The mPERS is powered by a battery. A depleted battery may prevent your mPERS from operating and communicating with the monitoring service, including communicating your emergency. It is your sole responsibility to recharge the battery daily. To charge your battery, the mPERS cradle requires 110 Volt AC power. **THE mPERS'S BATTERY IS NOT DESIGNED TO BE REMOVED OR REPLACED BY YOU. DO NOT ATTEMPT TO OPEN THE BATTERY COMPARTMENT OR REMOVE, REPLACE OR MANIPULATE THE BATTERY.** Essence is not responsible for maintaining or monitoring the battery in the mPERS; that is your responsibility. For further details regarding the mPERS battery, consult the dealer from whom you purchased the product.

The fall detection feature is an optional add-on. You should consult your dealer or reseller to determine whether the fall detection in your mPERS has been activated. **FALL DETECTION IS NOT INTENDED TO AND CANNOT PREVENT FALLS. IN ADDITION, FALL DETECTION TECHNOLOGY CANNOT DETECT ALL FALLS, AND ESSENCE DOES NOT GUARANTY THAT FALL DETECTION WILL DETECT EVERY FALL. THUS, IN CASE OF**

A FALL, IF ABLE, MANUALLY PRESS THE EMERGENCY CALL BUTTON ON THE mPERS.

Furthermore, the Product may provide location services. Since the location feature in your product depends on satellites, cell phone towers or Wi-Fi access points that communicate over air or radio waves, Internet, VoIP, cellular, or other modes of communication, **THE LOCATION FEATURE IN YOUR PRODUCT MAY NOT OPERATE OR DETERMINE YOUR LOCATION AT ALL TIMES, IN ALL AREAS OR WEATHER CONDITIONS.** FOR EXAMPLE, STRUCTURES OR UNDERGROUND AREAS MAY MAKE IT DIFFICULT FOR THE LOCATION FEATURE TO DETERMINE YOUR LOCATION. **THEREFORE, IN CASE OF AN EMERGENCY, ALWAYS PROVIDE THE MONITORING SERVICE WITH AS MUCH INFORMATION AS YOU CAN ABOUT YOUR LOCATION.**

You acknowledge and understand that by activating your Product, the mPERS will collect your geolocation data on behalf of the dealer or reseller you have contracted with and communicate your data to the associated monitoring service (the "Data Collection"). Unless and until you activate your Product with a dealer or reseller, the mPERS will not function. Any and all Data Collection, including via the Essence cloud-based servers, is done on behalf of that dealer or reseller. For information on the Data Collection and the use of your data, as well as any rights you may have pertaining to your data, contact your dealer or reseller and/or review their privacy policy.

THE PRODUCT IS NOT A MEDICAL DEVICE AND IS NOT INTENDED TO REPLACE YOUR KEEPING IN REGULAR CONTACT WITH YOUR HEALTHCARE PROVIDER[S], CAREGIVER[S], OR MAINTAINING ACCESS TO AN ALTERNATIVE MEANS OF PLACING AN EMERGENCY CALL.

The Product must be used as intended and for no other purpose. The Product is not intended for use by children or anyone who is not capable of (i) understanding the Product's purpose and how to use the Product and monitoring services or (ii) operating it. The Product may have attachments which can cause strangulation if not used properly. Essence has no responsibility for misuse of the Product.

OPTIONS IN THE EVENT THE LIMITED WARRANTY IS BREACHED

If during the Warranty Period, you submit a claim to Essence consistent with this Limited Warranty, Essence will, at its option, (i) repair the Product, or (ii) replace the Product. Essence will not reimburse you for repairs made by third parties. Any unauthorized, improper, or incorrectly performed maintenance, modification or repair by anyone other than Essence voids this Limited Warranty.

To receive service for the Product under this Limited Warranty, please send the Product, postage paid, with the original receipt and a brief written description of the problem to Essence USA Inc, 70 Hudson St. Suite 6A, Hoboken, NJ 07030 USA. Essence shall not be liable for any damage or loss to the Product that occurs while the Product is in transit for warranty service.

LIMITATION OF LIABILITY

Although the Product is designed to reduce certain risks of loss, you agree that Essence is not an insurer and does not guarantee that the Product will prevent any loss, personal injury or death. Nor does Essence guarantee that any communication from the Product will reach or cause a response by an appropriate party, such as a monitoring service.

THE REMEDIES DESCRIBED IN THE ABOVE SECTION ADDRESSING "OPTIONS IN THE EVENT THE LIMITED WARRANTY IS BREACHED" ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND DEFINE OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. ESSENCE'S LIABILITY UNDER THIS LIMITED WARRANTY SHALL UNDER NO CIRCUMSTANCES

EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCT. NOR SHALL ESSENCE, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY OF LIABILITY. THE TOTAL LIABILITY OF ESSENCE FOR DAMAGES CAUSED BY ITS NEGLIGENT PERFORMANCE OF, OR FAILURE TO PERFORM, TO ANY DEGREE ANY OF ITS OBLIGATIONS TO YOU OR ANY OTHER LEGAL DUTY; EQUIPMENT FAILURE; OR STRICT PRODUCTS LIABILITY SHALL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCT OR \$5,000 US DOLLARS, WHICHEVER IS GREATER.

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

WHAT IS THE PROCEDURE FOR RESOLVING DISPUTES?

YOU AND ESSENCE EACH HAVE THE OPTION TO RESOLVE ANY DISPUTE ARISING IN ANY WAY FROM THIS LIMITED WARRANTY OR THE SALE, CONDITION, PERFORMANCE OR USE OF THE PRODUCT THROUGH BINDING ARBITRATION INSTEAD OF BY A COURT OF LAW. UNLIKE A TYPICAL LAWSUIT, ARBITRATION DOES NOT INVOLVE A JUDGE OR JURY, AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF, AND MUST APPLY THE SAME LIMITATIONS STATED IN THIS WARRANTY AS A COURT WOULD.

ANY SUCH DISPUTE SHALL NOT BE COMBINED OR CONSOLIDATED WITH A DISPUTE INVOLVING ANY OTHER PERSON'S OR ENTITY'S PRODUCT OR CLAIM, AND SPECIFICALLY, WITHOUT LIMITATION OF THE FOREGOING, SHALL NOT UNDER ANY CIRCUMSTANCES PROCEED AS PART OF A CLASS ACTION.

To the extent either you or Essence opt for arbitration, it shall be administered by Arbitration Services Inc., pursuant to its Consumer Arbitration Rules, which are available at www.ArbitrationServicesInc.com. In addition, the arbitrator shall decide all issues of interpretation and application of this arbitration provision and this Limited Warranty. To the extent neither party opts for arbitration, the parties agree to waive trial by jury, unless such waiver is prohibited by law in your state, country, or province. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address.

You and Essence submit to the exclusive jurisdiction and laws of New York, without reference to its choice of law principles, and agree that any litigation or arbitration between us must be commenced and maintained in the County of Nassau, State of New York, unless such jurisdiction and venue is prohibited by law in your state, country, or province. You agree that any action or arbitration by you against Essence must be commenced within one year of the accrual of the cause of action or shall be barred. Any action or arbitration you bring against Essence must be based on the provisions of this Limited Warranty.



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