For a full set of device instructions, please visit: <u>www.wearchronos.com</u>

MANUFACTURER Chronos Fitness Inc., dba Chronos Wearables Headquarters: 99 Shotwell St. San Francisco, CA 94080 Internet Address: www.wearchronos.com

Regulatory and Safety Notices:

WARNING! This product contains chemicals known to the State of California to cause cancer and reproductive toxicity.

FCC STATEMENT (USA)

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment to an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio or television technician for help.

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation. WARNING! Exposure to Radio Frequency Radiation The radiated output power of this device is below the FCC and Industry Canada radio frequency exposure limits.

This device must not be co-located or operating in conjunction with any other antenna or transmitter.

FCC requires the user to be notified that any changes or modifications made to this device that are not expressly approved by manufacturer, may void the user's authority to use the device.

This device meets the FCC and IC requirements for RF exposure in public or uncontrolled environments.

Warranty Information

STANDARD LIMITED WARRANTY

What is covered and for how long?

Chronos Wearables ("Chronos") warrants that this Chronos product and accessories included in the packaging with the product (the "Product") are free from defects in material and workmanship

under normal use for the period commencing upon the date of purchase and continuing for one year.

What is not covered?

Uninterrupted or Error-Free. Chronos does not warrant that the operation of the Product will be uninterrupted or error-free. Chronos is not responsible for damage arising from failure to follow instructions relating to the Product's use.

Normal Wear and Tear. Periodic maintenance, repair and replacement of parts due to normal wear and tear are excluded from coverage.

Batteries. Only rechargeable batteries whose fully charged capacity falls below 80% of their rated capacity and batteries that leak are covered by this Limited Warranty.

Software. This Limited Warranty does not cover software embedded in the product and the services provided by Chronos to owners of the Product. Refer to the license agreement accompanying the software and the Chronos services terms of use for details of your rights with respect to their use.

Abuse & Misuse. Defects or damages that result from:

- a) Improper operation, storage, misuse or abuse, accident or neglect, such as physical damage (cracks or scratches, etc.) to the surface of the Product resulting from misuse;
- b) Contact with liquid, water, rain, extreme humidity or heavy perspiration, sand, dirt or the like, extreme heat, or food;
- c) Use of the Product for commercial purposes or subjecting the Product to abnormal usage or conditions; or
- d) Other acts which are not the fault of Chronos,

are excluded from coverage.

Use of Non-Chronos Products. Defects or damage that result from the use of non-Chronos branded or certified products, accessories or software or other peripheral equipment are excluded from coverage.

Altered Products. Product with:

a) serial numbers or production date codes or other tracking marks that have been removed, altered or obliterated;

b) broken seals or that show evidence of tampering or access by non-authorized dealers or repair centers;

are excluded from coverage.

Products from Unauthorized sellers. Products that are not purchased from an authorized Chronos retailer are excluded from coverage.

Communications Services. Defects, damages, or the failure of Products due to any communication service or signal you may subscribe to or use with the Products is excluded from coverage.

What are Chronos' obligations?

During the applicable warranty period, provided the Product is sent in for service in accordance with the terms of this Limited Warranty, Chronos will repair, replace, or refund the purchase price of the Product, at Chronos's sole option, without charge. Chronos may, at its sole option, use rebuilt, reconditioned, or new parts or components when repairing any Product, or may replace the Product with a rebuilt, reconditioned or new Product. All replaced Products will be warranted for a period equal to the remainder of the original Limited Warranty on the original Product or for ninety (90) days, whichever is longer. All replaced Products, parts, components, boards and equipment shall become the property of Chronos. Except to the extent expressly allowed by applicable law, transfer or assignment of this Limited Warranty is prohibited.

What must you do to obtain warranty service?

To obtain service under this Limited Warranty, you must return the Product to an authorized service facility in an adequate container for shipping, accompanied by the sales receipt or comparable proof of sale showing the original date of purchase, the serial number of the Product and the seller's name and address. If Chronos determines that any Product is not covered by this Limited Warranty, you must pay for all parts, shipping, and labor charges for the repair or return of such Product. To find the nearest authorized international service center, please visit www.wearchronos.com.

No data, software or applications added to your Product will be reinstalled. You should keep a separate backup copy of any contents of the Product before delivering the Product to Chronos for warranty service, as some or all of the contents may be deleted or reformatted during the warranty service.

What are the limits on Chronos' liability?

THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS PARTICULAR PURPOSE. FOR Α ACCURACY, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY CHRONOS. CHRONOS SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR LIABILITIES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF THIS PRODUCT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR ANY OTHER THEORY, EVEN IF CHRONOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. CHRONOS'S ENTIRE LIABILITY SHALL BE LIMITED TO REPLACEMENT OR REPAIR OR RETURN OF THE PURCHASE PRICE PAID, AT CHRONOS'S SOLE OPTION.

SOME COUNTRIES, STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY BE LIMITED IN THEIR APPLICATION TO YOU. WHEN IMPLIED WARRANTIES MAY NOT BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO THE DURATION OF THE APPLICABLE WRITTEN LIMITED WARRANTY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, YOU MAY HAVE OTHER RIGHTS THAT MAY VARY DEPENDING ON THE LOCAL LAW. YOUR STATUTORY RIGHTS ARE NOT AFFECTED.

CHRONOS MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD-PARTY SOFTWARE OR EQUIPMENT USED IN CONJUNCTION WITH THE PRODUCT, OR THE ABILITY TO INTEGRATE ANY SUCH SOFTWARE OR EQUIPMENT WITH THE PRODUCT, WHETHER SUCH THIRDPARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH THE PRODUCT OR DISTRIBUTED BY CHRONOS OR OTHERWISE. RESPONSIBILITY FOR THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND SUITABILITY OF ANY SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT RESTS SOLELY WITH THE USER AND THE DIRECT VENDOR, OWNER OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT.

Nothing in the Product instructions or information shall be construed to create an express warranty of any kind with respect to the Products. No agent, employee, dealer, representative or reseller

is authorized to modify or extend this Limited Warranty or to make binding representations or claims, whether in advertising, presentations or otherwise, on behalf of Chronos regarding the Products or this Limited Warranty. This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state or country to country.

Modification of Software

CHRONOS IS NOT LIABLE FOR PERFORMANCE ISSUES OR INCOMPATIBILITIES CAUSED BY YOUR EDITING OF REGISTRY SETTINGS, OR YOUR MODIFICATION OF OPERATING SYSTEM SOFTWARE. USING CUSTOM OPERATING SYSTEM SOFTWARE MAY CAUSE YOUR PRODUCT TO WORK IMPROPERLY.

Important Safety Instructions

- Read these instructions.
- Keep these instructions.
- Heed all warnings.
- Follow all instructions.
- Do not attempt to open, disassemble or tamper with the Product. Substances contained in this Product and/or its battery may damage the environment and/or human health if handled and disposed of improperly.
- Do not use the Product in circumstances that could cause a dangerous situation, such as using the Product while operating heavy machinery or driving a moving vehicle in a manner that might cause you to take your eyes off the road or become so absorbed in the activity that your ability to concentrate on the act of driving becomes impaired.
- Do not wear or clean your Product while you are charging it. Always unplug the charger first before cleaning the Product.
- Do not use abrasive cleaners to clean your Product.
- Do not place your Product in a dishwasher, washing machine, microwave oven, oven or dryer.
- Do not expose your Product to extremely high or low temperatures.
- Do not use your Product in a sauna or steam room.
- Do not expose your Product to water at high pressure, such as ocean waves or a waterfall.
- Do not leave your Product in direct sunlight for an extended period of time.
- Do not leave or use your Product near open flames.
- Never allow children to play with the product; the small components may be a choking hazard!
- The Product is not intended for use where the failure of the Product could lead to death, personal injury, or severe environmental damage.

Important Health Precautions

The Product, including any included software, is not a medical device and is intended for fitness purposes only. It is not designed or intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease. Always seek the advice of a qualified medical professional before making any changes to your exercise, sleep, or nutrition, as doing so may cause severe harm or death.

Persons with implanted medical devices should:

- Keep the Product more than 20 centimeters away from their medical device when the Product is turned on.
- Never carry the Product in their breast pocket.
- Use the wrist opposite the implanted medical device to minimize potential for RF interference.

• Turn the Product off if you notice any interference.

Built-in battery precautions

- Do not dispose of your Product in a fire. The battery could explode.
- Do not attempt to replace your Product's battery. It is built-in and not changeable. The battery should be serviced only by Chronos authorized service centers.
- Charge the battery in accordance with the instructions.
- Recharge your battery only with Chronos-approved chargers that are specifically designed for your Product.
- Do not attempt to force open the built-in battery.
- Your Product uses a California Energy Commission battery charger.
- Batteries (and all electronic equipment) must be recycled or disposed of separately from household waste.

WARNING! Use of non-Chronos approved battery or charger may present a risk of fire, explosion, leakage or other hazard. Chronos' warranty does not cover damage to the device caused by non-Chronos approved batteries and/or chargers.

WARNING! Certain items are fitted with lithium batteries that may contain perchlorate material – special handling may apply. See www.dtsc.ca.gov/hazardouswaste/perchlorate for more information.

Intellectual Property

All Intellectual Property, as defined below, owned by or which is otherwise the property of Chronos or its respective suppliers relating to this product, including but not limited to, accessories, parts, or software relating there to (the "Product System"), is proprietary to Chronos or its licensors and protected under Federal laws, state laws, and international treaty provisions. Intellectual Property includes, but is not limited to, inventions (patentable or un-patentable), patents, trade secrets, copyrights, software, computer programs, and related documentation and other works of authorship. You may not infringe or otherwise violate the rights secured by the Intellectual Property. Moreover, you agree that you will not (and will not attempt to) modify, prepare derivative works of, reverse engineer, decompile, disassemble, or otherwise attempt to create source code from the software. No title to or ownership in the Intellectual Property is transferred to you. All applicable rights of the Intellectual Property shall remain with Chronos and its licensors and suppliers.