

## **iHear Hearing Device Loss & Damage Protection Plan**

Version February 1, 2017

### **1. The Plan**

This contract governs the hardware service provided to you by iHear under the Hearing Device Loss & Damage Protection Plan (referred to herein as the “Plan”) for iHear Hearing Device(s) listed on your proof of coverage document (“Plan Confirmation”).

### **2. When Coverage Begins and Ends**

Coverage begins on the shipment date of qualified iHear Hearing Device(s). Coverage ends one year from shipment of the iHear Hearing Device(s) (the “Plan Term”). You may purchase the Plan along with purchase of iHear Hearing Device(s) or within 14 days of the shipment date of iHear Hearing Device(s). The terms of this Plan, the original sales receipt for your Plan and the Plan Confirmation are each part of your contract. Coverage under this Plan is in addition to the coverage provided by the warranty.

If you purchase the Plan concurrent with purchase of the iHear Hearing Device(s), the iHear Hearing Device(s) will be pre-approved for the Plan. If you purchase the Plan after purchase of the iHear Hearing Device(s), iHear may require a verification and approval of the iHear Hearing Device(s) prior to the Plan becoming effective. The Plan may not be approved if iHear is unable to verify the iHear Hearing Device(s) within 7 days. If the Plan is not approved, you will be issued a refund for the purchase price. Eligibility for the Plan after shipment of the iHear Hearing Device(s) may be subject to limitation.

### **3. What is Covered?**

#### **3.1 Hardware Service**

All replacement products provided under this Plan will be at a minimum functionally equivalent to the original product. If iHear exchanges the iHear Hearing Device(s), the original iHear Hearing Device(s) become iHear’s property and the replacement iHear Hearing Device(s) are your property.

#### **3.2 Accidental Damage or Loss**

If during the Plan Term you submit a valid claim notifying iHear that the iHear Hearing Device(s) have failed due to accidental damage from handling (“ADH”), iHear will either (a) repair the defect using new or refurbished parts that are equivalent to new in performance and reliability, or (b) exchange the iHear Hearing Device(s) with a replacement product that is new or equivalent to new in performance and reliability (both individually known as a “Service Event”). If during the Plan Term you submit a valid claim notifying iHear that the iHear Hearing Device(s) have been lost, iHear will replace the iHear Hearing Device(s) with a replacement product that is new or equivalent to new in performance and reliability (also known as a “Service Event”). Each Service Event is subject to a nonrefundable Service Fee of \$50 per device, which must be satisfied before iHear will authorize a replacement or repair. iHear’s obligations to you under this section 3.2 will be fulfilled in its entirety before the end

of the Plan Term when iHear, as a result of an ADH claim or a loss claim, has provided to you one (1) Service Event.

(i) ADH coverage only applies to an operational or mechanical failure caused by an accident from handling that is the result of an unexpected and unintentional external event (e.g., drops and liquid contact) that arises from your normal daily usage of the iHear Hearing Device(s) as intended for such iHear Hearing Device(s). ADH coverage does not include (a) protection against normal wear and tear (failure due to defects are covered under the device warranty), reckless, abusive, willful or intentional conduct associated with handling and use of the iHear Hearing Device(s), (b) protection against any other act or result not covered by the Plan, as described in Section 4.2 below, (c) malfunctions caused by medical changes, such as changes to the ear, or changes in the ear canal, or (d) any resultant damage to the iHear Hearing Device(s) that arises from one or more conditions described in Section 3.2 (i) (a), (b), or (c). iHear may ask you to provide an explanation of where and when the accident occurred with a detailed description of the actual event. iHear will deny your claim if you fail to provide information relating to the accident when asked.

(ii) Loss coverage only applies to the involuntary loss of possession of the iHear Hearing Device(s) by theft, accident or forgetfulness and when its whereabouts are not known, cannot be recovered, and it is not likely that the iHear Hearing Device(s) will be recovered or found. Loss coverage does not include (a) protection against fraudulent, dishonest, or criminal acts committed alone or in collusion with others by you, (b) protection against deliberate, negligent or intentional acts committed by you, (c) any resultant loss while in the care, custody, or control of a third party, or (d) any resultant loss to the iHear Hearing Device(s) that arises from one or more conditions described in 3.2 (ii) (a), (b) or (c). iHear may ask you to provide an explanation of where and when the loss occurred with a detailed description, a police report if the loss was caused by or resulting from theft, or any other documentation that may be reasonably requested to validate a claim. iHear will deny your claim if you fail to provide information relating to the loss when asked.

(iii) If iHear exchanges the iHear Hearing Device(s) pursuant to a valid ADH or loss claim, the original iHear Hearing Device(s) become iHear's property and the replacement iHear Hearing Device(s) are your property. Original iHear Hearing Device(s) that were accidentally damaged from handling must be returned to iHear. If original iHear Hearing Device(s) that were lost are subsequently found, you must return the found devices to iHear or reactivate the found devices by calling iHear Customer Support. The reactivation of a found device may be subject to a service fee.

#### **4. What is not Covered?**

##### 4.1 Coverage Area

Under the Plan, iHear may restrict coverage to the country where the iHear Hearing Device(s) were originally purchased.

##### 4.2 ADH and Loss Coverage

(1) The Plan does not apply to damage caused by (a) a product that is not the iHear Hearing Device(s), (b) abuse, misuse, illegal acts, fire, earthquake or other external causes as described in section 3.2 above, (c) operating the iHear Hearing Device(s) outside the permitted or intended uses, or (d) service performed by anyone who is not a representative of iHear.

(2) The Plan does not apply to a product with a serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability without the written permission of iHear.

(3) The Plan does not apply to cosmetic damage to the iHear Hearing Device(s), including but not limited to scratches and dents that do not otherwise affect the functionality of the iHear Hearing Device(s).

(4) The Plan does not apply to preventative maintenance on the iHear Hearing Device(s).

(5) The Plan does not apply to defects caused by normal wear and tear or which is otherwise due to normal aging of the product.

(6) The Plan does not apply to a pre-existing condition on any iHear Hearing Device(s) if you purchased the Plan after you purchased the iHear Hearing Device(s).

## **5. How to File a Claim**

You may obtain service by calling the telephone number listed below. You will need to give the iHear representative who answers your call your order number and iHear Hearing Device(s) serial number(s) before you can receive assistance. You need to keep your Plan Confirmation document and the original sales receipt for your iHear Hearing Device(s) and your Plan for verification of your iHear Hearing Device(s)'s eligibility for coverage.

## **6. Service Options**

6.1 iHear will provide hardware services to you through a mail-in service. If iHear determines that your iHear Hearing Device(s) are eligible for mail-in service, iHear will send you an authorization number and you will ship the iHear Hearing Device(s) to iHear along with a Loss or Damage Claim Form. Once service is complete, iHear will ship repaired or replacement iHear Hearing Device(s) to you within 10 days. You will pay for shipping to and from your location.

6.2 iHear reserves the right to change the method by which iHear may provide repair or replacement service to you, and your iHear Hearing Device(s)'s eligibility to receive a particular method of service.

## **7. Your Responsibilities**

To receive service under the Plan, you agree to comply with each of the terms listed below.

(1) You will provide your Plan Confirmation Number and a copy of your Plan's original proof of purchase, if requested.

(2) You will provide information about the issues with the iHear Hearing Device(s).

(3) You will respond to requests for information, including but not limited to the iHear Hearing Device(s) serial number(s) and model(s).

(4) You will follow instructions iHear gives you, including but not limited to refraining from sending iHear products and accessories that are not subject to repair or replacement service and packing the iHear Hearing Device(s) in accordance with shipping instructions.

(5) You will protect the iHear Hearing Device(s) from further loss and take all reasonable steps to minimize the loss.

(6) You will notify the police and make a report, when warranted, such as in cases of theft, attempted theft, vandalism, or malicious mischief.

(7) You will report the loss promptly to iHear, but no later than thirty (30) days from the date of loss.

## **8. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IHEAR AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER OF THE COVERED EQUIPMENT FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA, RESULTING FROM IHEAR'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF IHEAR AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. IHEAR SPECIFICALLY DOES NOT WARRANT THAT IT WILL BE ABLE TO REPAIR OR REPLACE COVERED EQUIPMENT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA.

FOR CONSUMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, IHEAR'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACE OR REPAIR OF THE COVERED EQUIPMENT OR SUPPLY OF THE SERVICE. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **9. Cancellation**

You may cancel this Plan for any reason within thirty (30) days of shipment of the iHear Hearing Device(s) associated with your Plan's purchase (the "Cancellation Period"). The Plan can only be canceled along with the return of the associated iHear Hearing Device(s). If you

decide to cancel this Plan, you may call iHear Customer Support to do so. Unless local law provides otherwise, if you cancel within the Cancellation Period, or receipt of this Plan, whichever occurs later, you will receive a full refund less the value of any service provided under the Plan. iHear will not accept any cancellation requests received after the Cancellation Period. Unless applicable local law provides otherwise, iHear may cancel this Plan for fraud or material misrepresentation.

## 10. General Terms

(1) iHear may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.

(2) iHear is not responsible for any failures or delays in performing under the Plan that are due to events outside iHear's reasonable control.

(3) This Plan is offered and valid only in the United States of America. Persons who have not reached the age of majority may not purchase this Plan. This Plan is not available where prohibited by law.

(4) In carrying out its obligations iHear may, at its discretion and solely for the purposes of monitoring the quality of iHear's response, record part or all of the calls between you and iHear.

(5) iHear will protect your information in accordance with the iHear [Privacy Policy](#).

(6) The terms of the Plan, including the original sales receipt of the Plan and the Plan Confirmation, shall prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and iHear's entire understanding with respect to the Plan.

(7) iHear is not obligated to renew this Plan. If iHear does offer to renew this Plan, it will determine the price and terms.

(8) "iHear" is **iHear Medical, Inc.**, a Delaware corporation with its registered office at 15250 Hesperian Blvd. Suite #102, San Leandro, CA 94578 for Plans sold in the United States.

(9) Except where prohibited by law, the laws of the State of California govern Plans purchased in the United States. If these terms are inconsistent with the laws of any jurisdiction where you purchase this Plan, then the laws of that jurisdiction will control.

(10) iHear may designate iHear Hearing Device(s) as inactive after an ADH or loss claim has been filed, and may remotely disable these devices and/or limit their access to online services.

## Telephone Numbers:

iHear Customer Support:  
1-844-IHEAR44 (1-844-443-2744)