

Anelto Limited Warranty

Effective December 1, 2018

“Anelto Products” covered under this limited warranty may include Personal Emergency Response Systems (PERS), Mobile Personal Emergency Response Systems (MPERS), Remote Patient Monitoring Systems, and Telehealth Equipment; and any other hardware or accessories sold by Anelto.

General Disclaimers

1. For proper operation, the Anelto Products require adequate cellular coverage. Poor cellular coverage may result in the inability to place a call.
2. In an emergency, User should provide the response team with as much information as possible about User's location.
3. The Anelto Products are not a replacement for User's regular contact with caregivers or access to an alternative means of placing an emergency call.
4. While the fall detection system performs well, if available and enabled, no such system is 100% reliable. If User experiences a fall that causes actual or potential injury, do not wait for the automatic call. User should always press the call button manually if able.
5. The Anelto Products require adequate battery charge for proper operation. Low battery may result in the inability to place a call, automatically detect a fall, and/or properly locate User automatically during an emergency.
6. The Anelto Products utilize Global Positioning System (GPS), WIFI Location (WIFI) and network Location Based Services (LBS) in order to find User's current location. By activating an Anelto Product, User agrees to allow Anelto and its affiliates to use this information to provide services to them in the case of an emergency response.
7. The Anelto Products provide User's location to a response center in order to respond to an event requiring assistance. By activating an Anelto Product, User agrees to allow such Anelto Product to provide the response center with User's location.
8. The Anelto Products may use GPS technology to identify User's location. In good conditions, this technology should provide a location that is accurate within 30 feet or less. However, performance of GPS can be affected by a wide range of factors, including obstructions, metal objects in the vicinity, structures that block the signal from satellites, weather, and other factors outside of Anelto's control.
9. By activating an Anelto Product, User consents to the use of his or her personally identifiable information as described in Anelto's privacy policy and notice, located at www.anelto.com at the bottom of each page.
10. The Anelto Product lanyards are designed to break apart under certain conditions; however, any cord worn around the neck can pose a risk of strangulation, including the possibility of serious injury or death.
11. Anelto Products do not provide medical advice. User should always consult his or her physician or other healthcare professional with any questions regarding any medical or mental health condition, or for specific guidance regarding nutrition or physical activity.

Anelto Product Warranty

Anelto warrants to the User (“User” or “you”) that the Anelto Products will be free from defects in workmanship and materials, under normal use and service, for 12 months from the date of original sale (the “Warranty Period”).

Anelto's sole obligation under this express warranty shall be, at Anelto's option and expense, to repair the defective product or part, or deliver to the User an equivalent product or part to replace the defective item. All returned products will become the property of Anelto.

This warranty does not cover:

1. Defects or damage as the result of use of any Anelto Product in other than its customary purpose;

2. Defects or damage from misuse, accident, water or neglect;
3. Anelto Products that have been subjected to unauthorized modifications;
4. Anelto Products that have had their serial numbers removed or made illegible;
5. Shipping costs to send any such product to Anelto's repair center(s);
6. Devices that, due to illegal or unauthorized alteration of the software/firmware in the product, does not function in accordance with Anelto's published specifications of the FCC type acceptance labeling in effect for the device at the time the new device was initially distributed by Anelto;
7. Scratches or cosmetic damage to the Anelto Product's surface that do not affect operation of the device;
8. Normal and customary wear and tear; and/or
9. Devices that have been previously used or remanufactured.

Warranties Exclusive

TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. NEITHER ANELTO NOR ITS AFFILIATES ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT OR THEM ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, OR USE OF IT PRODUCTS.

Anelto and its affiliates shall not be liable under this warranty if Anelto's testing and examination disclose that the alleged defect or malfunction in the Anelto Product does not exist or was caused by User's or any third party's misuse, neglect, improper installation or testing, unauthorized attempts to open, repair, or modify the Anelto Product beyond the range of its intended use, or by accident, fire, lightning, or other acts of God.

Disclaimer

Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to you. When the implied warranties cannot be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives you specific legal rights, which may vary depending on local law.

Governing Law

This limited warranty shall be governed by the laws of the State of Texas, USA, excluding its conflicts of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods.

Obtaining Warranty Service U.S.

You must call your response center before the end of the Warranty Period to obtain warranty service authorization.

You may need to furnish the IMEI number found on the back of the device and date of activation.

Note: Anelto and its affiliates shall not be responsible for any software, firmware, information, or memory data of the User contained in, stored on, or integrated with any products returned to Anelto for repair, whether under warranty or not.

[End of Anelto Limited Warranty]