

GENERAL CARE AND USE OF K8E BAND

Thank you for your purchase of a K8E Band. The following terms and conditions govern your use of the product.

PRODUCT FEATURES

The child band has a set "safe zone" from the parent band. If the child band is outside of the safe zone, the adult band will be alerted. The alert may be a vibration, light, sound, or some combination of the three. Some versions of the product permit setting a near, medium, and far safe zone.

The child band includes a water sensor. If the child band is submerged in water, the parent band will be alerted. The alert may be turned off or silenced by the adult if, for example, the child is bathing or swimming.

The child band is tamper-resistant and may not easily be removed without the special key that accompanies the band.

The child band includes a "breakaway" feature that allows the band to breakaway in the event of an entrapment.

The bands include a low battery indicator.

Our limited warranty may be found at WWW.K8EBANDS.COM/LIMITED WARRANTY.

WARNING

CHILDREN, AND ADULTS WITH SPECIAL NEEDS, SHOULD NEVER BE LEFT UNATTENDED EVEN WHEN WEARING THE PRODUCT.

THE PRODUCT IS NOT A REPLACEMENT FOR RESPONSIBLE SUPERVISION OF A CHILD OR AN ADULT WITH SPECIAL NEEDS BY A PARENT, CAREGIVER, OR OTHER SUPERVISING PARTY.

THE PRODUCT IS NOT A TRACKING DEVICE OR TRACKING SYSTEM, NOR SHOULD IT BE RELIED UPON AS SUCH.

THE EXACT LOCATION OF A WEARER, EVEN IN VERSIONS OF THE CHILD BAND THAT MAY CONTAIN WIFI, CANNOT BE DETERMINED OTHER THAN THE BAND IS NOT WITHIN THE SAFE ZONE.

CARE AND USE

Each adult and child band is synchronized when first used and placed next to one another. Communication between the synchronized bands should not be interfered with by other signals or bands.

The child band works best when in contact with the skin. Articles of clothing between the band and the skin may erode signal quality.

The battery inside the child band should last one-year under normal usage.

The adult band has an approximate charge time of 18 hours before it needs to be charged again. For proper operation, the band should be charged daily.

The bands should be regularly tested to determine whether each is in proper working order

The bands must not be modified in any way. Any modification to the hardware or software voids the limited warranty.

UPDATES TO SOFTWARE

We may, at our discretion, upgrade or supplement the software or software application associated with the product.

PERSONAL IDENTIFIABLE INFORMATION.

We may use personally identifiable information only for the purpose of providing warranty and replacement security key services. We may use may use aggregated non-personally identifiable information for the purpose of improving the product or product offerings. OUR PRIVACY POLICY CAN BE FOUND ONLINE AT WWW.K8EBANDS.COM/PRIVACY-POLICY.

LIMITED WARRANTY FOR K8E BAND

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

KB, LLC WARRANTS THAT DURING THE WARRANTY PERIOD (DEFINED BELOW), THE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR, REPLACEMENT, OR REFUND AS DESCRIBED BELOW IN THIS LIMITED WARRANTY.

THE REMEDIES DESCRIBED HEREIN ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. 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 STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

1. Who may use this warranty?

KB, LLC (“we” or “us”) extend this limited warranty only to the consumer who originally purchased the product (“you”). We do not extend this limited warranty to any subsequent owner or other transferee of the product.

2. What does this warranty cover?

This limited warranty covers defects in materials and workmanship of the K8E Band (the “product”) you purchased from us. This limited warranty covers defects in materials and workmanship of the product for the Warranty Period.

3. 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) the unsupervised use of the product by children; or (i) external causes such as accidents, abuse, or other actions or events beyond our reasonable control.

LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IS EXCLUDED TO THE EXTENT PERMITTED BY LAW. While every attempt is made to embody the highest degree of safety in all products that we sell, freedom from injury cannot be guaranteed. You assume all risk

of injury resulting from the use of the product. All products are sold on this condition, and none of our representatives may waive or change this policy.

4. *What is the period of coverage?*

This limited warranty starts on the date of your purchase and lasts for one (1) 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.

5. *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 such product (or the defective part) free of charge, (b) replace such product (or the defective part) free of charge, or (c) refund the purchase price of such product. Shipping charges to and from us for the repair or replacement of the defective product or part(s) are not covered by this limited warranty and are your responsibility.

6. *How do you obtain warranty service?*

To obtain warranty service, you must call (918) 344-8060 or email us at info@k8ebands.com during the Warranty Period to obtain a defective merchandise authorization ("DMA") number. No warranty service will be provided without a DMA number.

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