

LIMITED WARRANTY

Nimb Inc., and its affiliated companies worldwide (“Nimb”), warrants each Nimb device and any other product (“Product”) against defects in material or workmanship for a period of one (1) year from the original date of purchase of the Product by a consumer (the “Warranty Period”). If a material or workmanship defect arises with regard to any Product, and a valid claim is received within the Warranty Period, Nimb will (i) repair the Product using new or refurbished parts or (ii) replace the Product with a new or refurbished Product. For purposes of this limited warranty, “refurbished” means a Product or part that has been substantially returned to its original specifications.

This Limited Warranty is your sole and exclusive remedy for any breach by Nimb of this Limited Warranty, and Nimb’s sole and entire liability for such breach, is either, at Nimb’s option, to repair or replace the defective Product or, if the warranty claim is submitted during the first forty-five (45) calendar days of the Warranty Period, refund the purchase price of the defective Product. Nimb reserves the right to send you a

replacement Product that is the same or of a similar style to the Product you returned under this Limited Warranty or a substitute equivalent to your original Product that may not be of like kind (depending on availability). Replacement Products will be furnished only on an exchange basis. Replacement or repaired Products are warranted as above only for the remainder of the original applicable Warranty Period.

CLAIM PROCESS

To obtain warranty service for any Product that is subject to the foregoing warranty, Consumer must notify Nimb by sending an email to support@nimb.com and returning the defective Product, in either its original packaging or packaging providing an equal degree of protection, to the address specified by Nimb. When requesting a warranty replacement, we will require proof that the claim is valid. In this regard, we may ask you, for example and not by way of limitation, to send a photograph of your damaged Product, return your Product to us for warranty coverage verification, send a photograph of your receipt for the purchase of the Product, or provide such other proof as we may request to allow us to determine the validity of warranty coverage on your claim.

ACKNOWLEDGMENT OF REQUIREMENTS FOR NIMB PRODUCTS TO PROPERLY FUNCTION

You understand and agree that, to function properly, your Product must meet the following requirements:

- 1 Each Nimb device must be paired with a qualifying smartphone (Bluetooth® 4.0 or later and iOS™ 9 or later or Android™ 4.1 or later). There is a 1:1 phone to Nimb device relationship, meaning you can't pair more than one Nimb device to a single phone, or a single Nimb device to multiple phones.
- 2 The Nimb user must download the Nimb application and fully complete the account setup process on the qualifying smartphone.
- 3 The qualifying smartphone must be running the Nimb application at the time an alert is sent by the paired Nimb device, and the application must not be disabled or "killed."
- 4 The qualifying smartphone must have GPS enabled in order to use the "active GPS" functionality of alerts. Nimb's location services are only as accurate as your phone's GPS capabilities.
- 5 Nimb must be paired by Bluetooth® with a smartphone or tablet to be able to send alerts. The paired Nimb device must be within Bluetooth® range of the qualifying smartphone.
- 6 The qualifying smartphone must have a data plan and be within a coverage area provided by the user's qualifying smartphone carrier. Coverage is defined as having a true internet connection (cellular or Wi-Fi.)
- 7 Cellular or Wi-Fi data and GPS and Bluetooth® services must be enabled for the qualifying smartphone AND for the Nimb application (for example purposes only, not in airplane mode or otherwise disabled, and all permissions must be granted to the Nimb application).
- 8 The Nimb device user must have set up at least one contact for alert purposes as part of the Nimb application setup process.
- 9 The contacts entered in the application must accept the Nimb device user's invitation to receive alerts. Nimb users & alert contacts should discuss the actions that the contacts should take in the event an alert is received. Alert can only be received if alert contacts have an active cellular and data connection.

PLEASE NOTE: Neither 911 nor any other emergency service should be listed as one of the Nimb device user's contacts for alert purposes of any kind.

You acknowledge and agree that Nimb shall have no liability whatsoever (under this limited warranty or any theory of law, equity or tort) for any failures resulting from any condition where these requirements for proper functioning are not met, or not fully met during any period of time, including but not limited to during the initiation, continuation or termination of any Nimb alert. You acknowledge and agree that if you rely on any Product, any Nimb content or any Nimb service, you will be doing so at your own risk.

EXCLUSIONS AND LIMITATIONS

EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PRODUCT, EACH NIMB APP, THE NIMB SERVICE, AND THE NIMB WEB SITE IS PROVIDED SOLELY ON AN "AS IS" BASIS AND NIMB MAKES NO OTHER WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTY THAT ANY PRODUCT, ANY NIMB APP, THE NIMB SERVICE OR ANY USE OF THE NIMB WEB SITE WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS, OR THAT THE RESULTS THAT MAY

BE OBTAINED FROM USE OF ANY PRODUCT, ANY NIMB APP, THE NIMB SERVICE OR THE WEB SITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NIMB SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. IF SUCH DISCLAIMER OF ANY IMPLIED OR STATUTORY WARRANTY IS NOT PERMITTED BY LAW, THE DURATION OF ANY SUCH IMPLIED OR STATUTORY WARRANTY IS LIMITED TO THE DURATION OF THE WARRANTY PERIOD OF THE LIMITED WARRANTY AS SET FORTH ABOVE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED OR STATUTORY WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IF APPLICABLE LAW SPECIFIES A MINIMUM WARRANTY PERIOD THAT IS LONGER THAN THE WARRANTY PERIOD SET FORTH IN THIS LIMITED WARRANTY, THEN THE WARRANTY PERIOD FOR ANY PRODUCT SUBJECT TO SUCH APPLICABLE LAW SHALL BE CONFORMED TO THE MINIMUM PERIOD SO REQUIRED. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH

VARY FROM JURISDICTION TO JURISDICTION.

IN NO EVENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, SHALL NIMB, ITS SUBSIDIARIES, PARENTS, AFFILIATES, THIRD-PARTY CONTENT PROVIDERS, VENDORS, DISTRIBUTORS, OR SUPPLIERS AND/OR OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OF ANY NATURE WHATSOEVER, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE ANY PRODUCT OR NIMB SERVICE, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF VALUE OF THE PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED WITH THE PRODUCT, OR LOSS OF USE OF THE PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED WITH THE PRODUCT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF NIMB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON

WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE), THE ENTIRE AGGREGATE LIABILITY OF NIMB AND ANY OF ITS DISTRIBUTORS AND/OR SUPPLIERS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCT OR NIMB SERVICE GIVING RISE TO LIABILITY. SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

For end users who are covered by an applicable consumer protection law or regulation in their jurisdiction of purchase or residence, the benefits to the end user under this limited warranty are in addition to other rights and remedies of the end user under such laws or regulations. Such benefits may include additional warranties or rights relating to the performance of the Product and remedies applicable in the event of a defect. This limited warranty will be interpreted under the laws or regulations that apply to the end user in any state, province or country and any provision of

this limited warranty that conflicts with any such end user rights or benefits is not applicable to end users covered by such law or regulation, so the exclusions and limitations set out in this limited warranty may not apply, or may not fully apply, to you.

**FURTHER EXCLUSIONS AND LIMITATIONS;
NIMB IS NOT AN INSURER**

YOU AGREE THAT NIMB IS NOT AN INSURER OF YOUR PROPERTY OR THE PERSONAL SAFETY OF PERSONS USING ANY PRODUCT, THEIR PERSONAL NIMB CONTACTS, OR THOSE AROUND ANY SUCH PERSON. THE PRICE NIMB CHARGES FOR EACH PRODUCT AND/OR ANY ASSOCIATED NIMB SERVICES REFLECT THE VALUE OF THE GOODS AND/OR SERVICES WE PROVIDE AND NOT THE VALUE OF YOUR PREMISES OR ANY OTHER PROPERTY, OR ITS CONTENTS, OR ANY LOSSES ASSOCIATED WITH PERSONAL INJURY OR DEATH. YOU ARE HEREBY ADVISED AND PUT ON NOTICE THAT YOU ARE SOLELY RESPONSIBLE TO OBTAIN FROM AN INDEPENDENT INSURANCE PROVIDER ANY INSURANCE COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE TO THE PERSON OR PREMISES OR ANY OTHER PERSON OR PROPERTY. YOU FURTHER AGREE THAT YOU ARE RESPONSIBLE FOR THE COSTS, EXPENSES AND OTHER DAMAGES OR CONSEQUENCES RESULTING FROM

FALSE OR MISTAKEN ALARMS, AS WELL AS THE FAILURE OF THE DEVICE TO OPERATE, AS EXPLAINED ABOVE.

This Limited Warranty specifically excludes: (a) consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship in the product; (b) normal wear and tear and cosmetic damage, including scratches, dents and broken housing/case; (c) defects or damage caused by misuse, accident (including collision, fire and the spillage of food or liquid), neglect, abuse, alteration, unusual stress, modification, improper or unauthorized repair, installation, improper storage or if the serial number has been removed; (d) damage caused by operating the Product(s) outside the permitted or intended uses described by Nimb; (e) damage caused by use with unapproved or non-Nimb products or software, even if packaged or sold with the Nimb product; and (f) modifications of firmware or software by anyone other than authorized Nimb personnel. No Nimb reseller, agent, or employee is authorized to make any modification, extension, or addition to this Limited Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

ARBITRATION

PLEASE READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH A COURT ACTION.

You agree that any and all disputes (other than those described in the "Exceptions to Agreement to Arbitrate" section below) relating to your purchase or use of any Product and/or Nimb service, or the use by any of your Nimb contacts of any alert issued from your Product and/or through any Nimb service, shall be subject to and settled exclusively by arbitration. To begin arbitration, either you or Nimb must make a written demand to the other for arbitration for the applicable claim ("Claim"). The arbitration will take place before a single arbitrator. It will be administered in accordance with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the Claim is filed. You may get a copy of these AAA's Rules by visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between you and Nimb. This will not prohibit the arbitrator from awarding the winning party its fees and

expenses of the arbitration. Unless you and Nimb agree otherwise, the arbitration will take place in the City and County of San Francisco, California. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. YOU AGREE AND UNDERSTAND THAT THIS ARBITRATION PROVISION MEANS THAT YOU GIVE UP YOUR RIGHT TO GO TO COURT ON ANY CLAIM COVERED BY THIS PROVISION. You also agree that any arbitration proceeding will only consider your Claim. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering your Claims. YOU AGREE AND UNDERSTAND THAT you are waiving class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations. THE DEGREE TO WHICH ARBITRATION CAN BE USED AS A DISPUTE RESOLUTION PROCESS FOR CONSUMER CLAIMS VARIES FROM STATE TO STATE, SO THIS ARBITRATION PROVISION MAY NOT APPLY TO YOU, DEPENDING ON YOUR STATE OF RESIDENCE.

In the event this arbitration provision is contested by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, you and Nimb specifically agree to

waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between you and Nimb, any such lawsuit will be tried before a judge and not a jury. Further, you and Nimb agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts located in the City and County of San Francisco, California. Both you and Nimb consent to venue and personal jurisdiction there, and service of process through first-class or overnight mail.

Regardless of any statute or law to the contrary, YOU AGREE AND UNDERSTAND THAT any claim or cause of action arising out of or related to your use of any Product or Nimb services must be filed within one year after such claim or cause of action arose, or else that claim or cause of action will be barred forever.

EXCEPTIONS TO AGREEMENT TO ARBITRATE

Notwithstanding the above Arbitration provision, either you or Nimb may assert claims, if they qualify, in small claims court located in the City and County of San Francisco, California, or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop

unauthorized use or abuse of the any Product or Nimb services, or infringement of intellectual property rights (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration.

WARNINGS

- This Product is not intended for children age 12 and under.
- This Product must be paired with a compatible smartphone that has a cellular and data connection to operate properly. Compatible smartphones include ones with operating system iOS™ 7 and later and Android™ 4.0 and later devices.
- This Product requires that the user be in an area where there is available wireless telemetry coverage and actual performance of the Product is subject to limitations caused by atmospheric or topographical conditions or other causes.
- Nimb devices are NOT life-saving devices and are not replacements for calling emergency services. In case of an emergency, you should always contact your local emergency services right away, if you are able. Nimb has the ability to contact emergency services, however, for a variety of reasons, such ability cannot and is not guaranteed by Nimb to function each and every time it is activated.

Assumption Of The Risk

You knowingly and voluntarily assume the risks of any environment and/or activity you place yourself in, whether by your own free will or otherwise, while using the Nimb device and any and all software designed, developed, distributed, and/or otherwise made available by Nimb, including but not limited to the NIMB Safety Circles and first-responder notification mobile software application as well as a built in microphone telecom application for users of the Nimb device (collectively referred to as the "Nimb App"). Always be aware of your surroundings and utilize common sense, even when wearing a Nimb device as the Nimb devices are not a replacement for emergency services and should not be treated as such.

Disclaimers Of Use

The Nimb devices are designed to be used exactly as described in detail on the Web site – www.nimb.com – and in any instructions you might receive with your Nimb devices. Nimb will not be responsible in any manner for any injury, death or other damages that may occur while using a Nimb device and/or any and all software designed, developed, distributed, and/or otherwise made available by Nimb,

including but not limited to the Nimb App. While Nimb intends for the Nimb devices and any and all software designed, developed, distributed, and/or otherwise made available by Nimb Inc., including but not limited to the Nimb App, to function as advertised, their functioning may not always be uninterrupted or error-free. THEREFORE, ANY WARRANTIES THAT THE NIMB DEVICES AND/OR THE NIMB APP SHALL FUNCTION UNINTERRUPTED AND ERROR-FREE AT ANY TIME, INCLUDING BUT NOT LIMITED TO IN EMERGENCY SITUATIONS, ARE EXPRESSLY DISCLAIMED. Furthermore, Nimb does not make any warranties as to the results that may be obtained from the use of the Nimb devices and/or the Nimb App. If your use of the Nimb device results in or is a "false alarm" Nimb shall not be responsible for any costs, damages, reimbursements or other expenses or consequential damages or losses incurred as a result of the "false alarm" whether to emergency service personnel, municipalities or other entities or third parties.

Do not dispose of this Product with ordinary garbage. When disposing of this Product, follow the rules and regulations of disposal of hazardous waste applicable to your area.

PLEASE NOTE THAT THESE TERMS OF THIS LIMITED WARRANTY

MAY BE UPDATED, MODIFIED OR OTHERWISE CHANGED FROM TIME TO TIME BY NIMB IN ITS SOLE DISCRETION SO YOU ARE ADVISED TO REVIEW THESE TERMS OF LIMITED WARRANTY PERIODICALLY. ANY SUCH CHANGES SHALL ONLY APPLY TO ANY PURCHASES OF PRODUCTS YOU MAKE ON OR AFTER THE DATE OF ANY SUCH CHANGE.

Certificates

This device has been tested and complied with FCC Part 15 Class B

FCC Conditions

This device complies with Part 15 of the FCC Rules 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 of the device.

FCC Notice

CAUTION: Changes or modifications not approved by Nimb could void the user's authority to operate the equipment.

NOTE: This device 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. Operation of this product in a residential area is likely to cause harmful interference in which case the user will be required to correct the interference at own expense.

Return Policy & Terms of Sale: nimb.com/legal/terms_of_sale

Privacy Policy: nimb.com/legal/privacy_policy

Terms of Service: nimb.com/legal/terms_of_service



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NIMB**

FCC Caution:

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.

Any Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

Note: 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 into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.