



Model Name: OTbeat Core

Important Product Information

Contact Orangetheory Fitness
OTF Distribution, LLC
Address: 6000 Broken Sound Parkway North West,
Suite 201 Boca Raton, FL 33487
<https://www.orangetheoryfitness.com/otbeat>
E-mail: legal@orangetheoryfitness.com

Caution! The manufacturer is not responsible for any radio or TV interference caused by unauthorized modifications to this equipment. Such modifications could void the users authority to operate the equipment.

IC Statement

This device complies with Innovation, Science and Economic Development Canada license-exempt RSS standard(s). Operation is subject to the following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference, including interference that may cause undesired operation of the device.
CAN ICES-3(B)/NMB-3(B)

Le présent appareil est conforme aux CNR Innovation, Sciences et Développement économique Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes:
(1) il ne doit pas produire de brouillage et (2) l'utilisateur du dispositif doit être prêt à accepter tout brouillage radioélectrique reçu, même si ce brouillage est susceptible de compromettre le fonctionnement du dispositif.
CAN ICES-3(B)/NMB-3(B)

The device meets the exemption from the routine evaluation limits in section 2.5 of RSS 102 and compliance with RSS-102 RF exposure, users can obtain Canadian information on RF exposure and compliance.

Le dispositif rencontre l'exemption des limites courantes d'évaluation dans la section 2.5 de RSS 102 et la conformité à l'exposition de RSS-102 rf, utilisateurs peut obtenir l'information canadienne sur l'exposition et la conformité de rf.

This transmitter must not be co-located or operating in conjunction with any other antenna or transmitter. This equipment should be installed and operated with a minimum distance of 5 millimeters between the radiator and your body.

Cet émetteur ne doit pas être Co-placé ou ne fonctionnant en même temps qu'aucune autre antenne ou émetteur. Cet équipement devrait être installé et actionné avec une distance minimum de 5 millimètres entre le radiateur et votre corps.
CE statement
Hereby, Orangetheory Fitness declares that this product is in compliance with:

- The essential requirements and essential relevant provisions of directive 2014/53/EU
- The full text of the EU declaration of conformity (DoC) is available at the following internet address: <https://www.orangetheoryfitness.com/otbeat>. The object of the declaration described above is in conformity with the relevant European Union harmonization Legislation: Directive 2014/53/EU and any other applicable directives. This declaration is issued under the sole responsibility of OTF Distribution, LLC.
- ANT+: frequency 2457MHz, max output power <6dBm
- Bluetooth: frequency 2402-2480MHz, max output power <6dBm
- Operating power: 3V DC
- Operating temperature: 0 C to 50 C
- Regulatory authorities within the EU may obtain compliance information by writing to: 6000 Broken Sound Parkway North West, Suite 201 Boca Raton, FL 33487
- This Important Product Information Guide contains safety and handling, regulatory, and warranty information.
- Battery Safety: Some Orangetheory Fitness products may contain coin cell batteries.
- KEEP BATTERIES AWAY FROM CHILDREN
- NEVER PUT BATTERIES IN MOUTH Swallowing can lead to chemical burns, perforation of the soft tissue, and death. Severe burns can occur within 2 hours of ingestion. Seek immediate medical attention.
- Only replace batteries with correct replacement batteries. Using other batteries. Using other batteries poses a risk for fire and explosion.
- Do not use sharp tools to remove the user-replaceable cell.
- Do not remove or attempt to remove non-user-replaceable batteries.
- Before beginning or modifying any exercise program, please consult your physician. If you have a pacemaker or other implanted electronic device, consult your physician before using a heart rate sensor. This product is intended for recreational use only and is not intended for medical purposes. Heart rate and other readings could be influenced by interference from external sources. If you use this product with navigation software, always be aware of your surroundings and do not fixate on the screen. Moreover, set destinations and other user inputs prior to your departure to ensure your attention stays on task and your facilities are directed to your activity and not the device. This device contains no user serviceable parts and repairs / modification should only be made by a technician authorized by Orangetheory Fitness. Any unauthorized modifications or repairs will void your warranty. Do not leave device exposed to excessive heat or cold.

CAUTION:

RISK OF EXPLOSION IF BATTERY IS REPLACED BY AN INCORRECT TYPE.
DISPOSE OF USED BATTERIES ACCORDING TO THE INSTRUCTIONS

California Proposition 65

The enclosed hardware and its packaging contain chemicals the State of California has found to cause cancer, birth defects or reproductive harm.

FCC Rules Part 15

Caution: If any changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

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.

The grantee is not responsible for any changes or modifications not expressly approved by the party responsible for compliance. Such modifications could void the user's authority to operate the equipment.

The RF Exposure Compliance distance is 5 millimeters.

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.

WARNING

Do not ingest the battery, Chemical Burn Hazard
The product contains a coin/button cell battery. If the coin/button cell battery is swallowed, it can cause severe internal burns in just 2 hours and can lead to death.
Keep new and used batteries away from children.
If the battery compartment does not close securely, stop using the product and keep it away from children.
If you think batteries might have been swallowed or placed inside any part of the body, seek immediate medical attention.

OTbeat Core2
FCC ID: 2APQGCORE2
IC: 23892-CORE2



END USER LICENSE AND TERMS OF USE AGREEMENT
Certain of the device firmware, including a SoftDevice software package, embedded in and the software (the firmware and software collectively the "Software") loaded on your device (the "Device") is owned by or licensed to Garmin Ltd. or its subsidiaries (collectively, "Garmin"). The Software is protected under copyright laws and international copyright treaties. The Software is licensed, not sold. The Software is provided under this Agreement. Your use of the Software and the Device is subject to the following terms and conditions which are agreed to by you as the end user of the Software and the Device, on the one hand, and Garmin and its licensors and affiliated companies of Garmin and its licensors, on the other hand. Garmin's licensors, including the licensors, service providers, channel partners, suppliers and affiliated companies of Garmin and its licensors, are each a direct and intended third party beneficiary of this Agreement and may enforce their rights directly against you in the event of your breach of this Agreement.

IMPORTANT: CAREFULLY READ THIS ENTIRE AGREEMENT BEFORE USING THE DEVICE. USING THE DEVICE INDICATES YOUR ACKNOWLEDGMENT THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE, RETURN THE COMPLETE PRODUCT WITHIN 7 DAYS OF THE DATE YOU ACQUIRED IT (IF PURCHASED NEW) FOR A FULL REFUND TO THE DEALER FROM WHICH YOU PURCHASED THIS PRODUCT.

1. License: Subject to the terms and conditions of this Agreement, Garmin hereby grants you during the Term a limited, non-exclusive, revocable, non-assignable, non-sublicensable and non-transferable license to execute the Software on the Device in machine- readable form only.
2. Updates; Support or Maintenance: Garmin may extend, enhance, or otherwise modify the Software at any time without notice, but Garmin shall not be obligated to provide you with any updates to the Software. If updates are made available by Garmin, the terms of this Agreement will govern such updates, unless the update is accompanied by a separate license in which case the terms of that license will govern. You further acknowledge that Garmin has no express or implied obligation to announce or make available any updates of the Software to anyone in the future. You acknowledge that the value-added reseller from whom you obtained the Device and not Garmin is responsible for providing support and maintenance for your Device.

3. Compliance with Laws and Regulations: You covenant that your use of the Software will comply with applicable laws and regulations. Garmin will not be responsible for your use of the Device in violation of any laws or regulations.

4. Confidentiality; Prohibitions

4.1 Confidentiality: You acknowledge the confidentiality of the Software. At all times during the Term and thereafter, you shall keep confidential and not disclose, directly or indirectly, and shall not use for your benefit or any other individual or entity, confidential information of Garmin.
4.2 Prohibitions: All intellectual property rights in the Software shall remain with Garmin. You shall not remove, obscure or alter any copyright, trademark, restrictive legend or other proprietary rights notices contained in the Software or the Device. You shall not reverse engineer, de-compile, disassemble or create derivative works of the Software or the Device.

5. Indemnification: You agree to indemnify, defend and hold harmless Garmin and its directors, officers, employees, independent contractors and agents (each a "Garmin Indemnified Party") from any and all claims, losses, liabilities, damages, expenses and costs (including without limitation attorney's fees and court costs) (collectively "Losses") incurred by a Garmin Indemnified Party as a result of your breach of this Agreement, a breach of any certification, covenant, representation or warranty made by you in this Agreement, or claims otherwise related to or arising from your use of the Device.

6. Term and Termination

6.1 Term: The term of this Agreement shall continue for as long as you use the Device. However, this Agreement and all rights granted by Garmin hereunder will terminate automatically without notice from Garmin if you fail to comply with any of its terms or conditions. Garmin also comply with any of its terms or conditions. Garmin also reserves the right to discontinue offering any data or services provided by a third party if such supplier ceases to supply such data or services to Garmin or Garmin's contract with such supplier terminates for any reason.

6.2 Effect of Termination: Upon the termination of this Agreement for any reason, you shall immediately cease all use

of the Device, and erase and destroy all copies of Garmin confidential information in your possession or control. The provisions of Sections 3, 4, 5, 6,7 and 8 will survive any termination of this Agreement. Garmin will not be liable for compensation, indemnity, or damages of any sort as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement will be without prejudice to any other right or remedy Garmin may have, now or in the future.

7. NO WARRANTY; DISCLAIMER OF ACTUAL AND CONSEQUENTIAL DAMAGES
(a) EXCEPT FOR THE MANUFACTURER'S LIMITED WARRANTY APPLICABLE TO THE DEVICE AND EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, THE SOFTWARE IS PROVIDED ON AN "AS-IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS. GARMIN AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AS TO THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, GARMIN DOES NOT WARRANT THAT THE SOFTWARE OR THE OPERATION THEREOF WILL BE ACCURATE, RELIABLE, UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL AGENTS. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY GARMIN OR ITS SERVICE PROVIDERS, SUPPLIERS, CHANNEL PARTNERS AND LICENSORS, OR BY AGENTS AND EMPLOYEES OF GARMIN, ITS SERVICE PROVIDERS, SUPPLIERS, CHANNEL PARTNERS OR LICENSORS, SHALL CREATE A WARRANTY FOR THE SOFTWARE, AND YOU ARE NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION.
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APPLICABLE LAW.

8. General Legal Terms

8.1 Assignment: This Agreement may not be assigned, nor may any of your obligations under this Agreement be delegated, in whole or in part, by you by operation of law, merger, or any other means without Garmin's express prior written consent and any attempted assignment without such consent will be null and void.

8.2 Severability: If a court of competent jurisdiction finds any clause of this Agreement to be unenforceable for any reason, that clause of this Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue if full force and effect.

8.3 Waiver and Construction: Failure by Garmin to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafter will not apply to this Agreement.

8.4 Government End Users: If you are an agency, department, or other entity of the United States Government, or funded in whole or in part by the U.S. Government, then use, duplication, reproduction, release, modification, disclosure or transfer of the Software is restricted in accordance with the LIMITED or RESTRICTED rights as described in any applicable DFARS or FAR. In case of conflict between any of the FAR and/or DFARS that may apply to the Software, the construction that provides greater limitations on the Government's rights shall control. The contractor/manufacturer is Garmin International, Inc., 1200 East 151st Street, Olathe, Kansas 66062, USA. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Software constitutes trade secrets and/or a proprietary commercial product and not subject to disclosure.

8.5 Export Control: You agree not to export or re-export the Software to any country in violation of the export control laws of the United States of America.

8.6 Dispute Resolution: Any litigation or other dispute resolution between you and Garmin arising out of or relating to this Agreement or your use of the Software will take place

in the State of Kansas. You and Garmin agree to submit to the personal and exclusive jurisdiction of the United States District Court for the District of Kansas and the Kansas state courts located in Johnson County, Kansas with respect any such litigation or dispute resolution. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of Kansas, except that body of Kansas law concerning conflicts of law. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If either party takes legal action to enforce any right under this Agreement, the prevailing party shall be entitled to recover all reasonable costs, including attorney's fees.

8.7 Entire Agreement: This Agreement constitutes the entire agreement between you and Garmin with respect to the use of the Software and the Device, and supersedes all prior understandings regarding such subject matter. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. If you are located in the province of Quebec, Canada, the following clause applies: The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.