

TERMS AND CONDITIONS

Return policy: Purchaser shall have the right to return the Device to Neurolumen, LLC within 15 days of the Device purchase date provided the Device is returned to Neurolumen, LLC undamaged and in its original case. Claims for missing items or items damaged in the transit of the Device to the Purchaser must be received within two business days of Purchaser's receipt of the Device. If you return the Device as set forth above, please note the following:

No returned Device will be accepted without a Return Merchandise Authorization (RMA) number. Please call our toll free number **1.855.855.4648** and speak with a customer service representative to obtain a RMA # and shipping instructions.

Refunds on returned Devices will be issued in the same payment form as tendered at the time of purchase within 30 days of Neurolumen, LLC's receipt of the returned Device.

If these conditions are not met, Neurolumen LLC reserves the right to refuse the return of the Purchaser's Device.

All returns are subject to a 10% restocking fee to cover inspection, testing, and administrative expenses.

One (1) Year Limited Warranty

THIS WARRANTY AND THE REMEDIES DESCRIBED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. SELLER DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED, SELLER LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT SELLER'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME JURISDICTIONS DO NOT PERMIT LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

Seller warrants the Device contained in the original packaging against defects in materials and workmanship when used normally in accordance with Seller's published guidelines for a period of ONE (1) YEAR from the date of original retail purchase by the end-user purchaser ("Warranty Period"). Seller's published guidelines include but are not limited to information contained in technical specifications, user manuals and service communications provided by the Seller.

This warranty also does not apply to any non-Seller branded hardware products or any software, even if packaged or sold with Seller hardware. Manufacturers, suppliers, or publishers, other than Seller, may provide their own warranties to you but Seller, in so far as permitted by law, provides its products "AS IS". Software distributed by Seller with or without the Seller brand (including, but not limited to system software) is not covered by this warranty. Seller does not warrant that the operation of the Device will be uninterrupted or error-free. Seller is not responsible for damage arising from failure to follow instructions relating to the Device's use.

This warranty does not apply: (a) to consumable components, such as batteries, wraps or protective coatings that inherently diminish and/or wear out over time, unless failure occurs due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on casing; (c) to damage caused by use with another product; (d) to damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external cause; (e) to damage caused by operating the Device outside Seller's published guidelines; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not the Seller or an authorized representative thereof; (g) to a Device that has been modified to alter functionality or capability without the written permission of Seller; (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the Device, or (i) if any serial number has been removed or defaced from the Device.

Seller may restrict warranty service to the country where the Device was originally sold to you.

Before receiving warranty service, Seller or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow Seller's procedures for obtaining warranty service.

Following warranty service, your Device or a replacement product will be returned to you as your Device was configured when originally purchased, subject to applicable updates. Seller may install system software updates as part of warranty service that will prevent the Device from reverting to an earlier version of the system software.

Do not open or attempt to disassemble the Device. Opening the Device may cause damage and will void this warranty.

If during the Warranty Period you submit a valid claim to Seller, at its option, Seller will (i) repair the Device using new or previously used parts that are

equivalent to new in performance and reliability, (ii) replace the Device with a product that is at least functionally equivalent to the Device and is constructed from new and/or previously used parts that are equivalent to new in performance and reliability, or (iii) exchange the Device for a refund of your purchase price. Seller may request that you replace certain user-installable parts or products. A replacement part or product, including a user-installable part that has been installed in accordance with instructions provided by Seller, assumes the remaining warranty of the Device or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is replaced or a refund provided, any replacement item becomes your property and the replaced or refunded item becomes Seller's property.

Please access and review the online help resources described below before seeking warranty service. If the Device is still not functioning properly after making use of the on-line help resources, please contact Seller or, if applicable, a Seller retail store ("Seller Retail"), using the information provided below. A Seller representative or Seller Retail will help determine whether your Device requires service and, if it does, will inform you how Seller will provide it. Online information with details on obtaining warranty service is provided below.

WARRANTY SERVICE OPTIONS

Seller will provide warranty service through one or more of the following options:

(i) Carry-in service. You may return your Device to a Seller Retail offering carry-in service. Service will be performed at the location, or Seller Retail may send your Device to a Seller Repair Service ("SRS") location to be serviced. Once you are notified that service is complete, you will promptly retrieve the Device from the Seller Retail, or the Device will be sent directly to your location by the SRS.

(ii) Mail-in service. If Seller determines that your Device is eligible for mail-in service, Seller will send you prepaid waybills and if applicable, packaging material, so that you may ship your Device to an SRS in accordance with Seller's instructions. Once service is complete, the SRS will return the Device to you. Seller will pay for shipping to and from your location if all instructions are followed.

(iii) Do-it-yourself (DIY) parts service. DIY parts service allows you to service your own Device. If DIY parts service is available in the circumstances, the following process will apply.

(a) Service where Seller requires return of the replaced product or part. Seller may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you are unable to provide credit card authorization, DIY parts service may not be available to you and Seller will offer alternative arrangements for service. Seller will ship a replacement product or part to you with installation instructions, if applicable, and any requirements for the return of the replaced product or part. If you follow the instructions, Seller will cancel the credit card authorization, so you will not be charged for the product or part and shipping to and from your location. If you fail to return the replaced product or part as instructed or return a replaced product or part that is ineligible for service, Seller will charge your credit card for the authorized amount.

(b) Service where Seller does not require return of the replaced product or part. Seller will ship you free of charge a replacement product or part accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced product or part.

(c) Seller is not responsible for any labor costs you incur relating to DIY parts service. Should you require further assistance, contact Seller at the telephone number (405) 463-6525. Seller reserves the right to change the method by which Seller may provide warranty service to you, and your Device's eligibility to receive a particular method of service. Service will be limited to the options available in the country where service is requested. Service options, parts availability and response times may vary according to country. You may be responsible for shipping and handling charges if the Device cannot be serviced in the country where it is located. If you seek service in a country that is not the original country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. Where international service is available, Seller may repair or replace products and parts with comparable products and parts that comply with local standards.

LIMITATION OF LIABILITY - EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, OR ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE DEVICE . THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Neither Seller nor Purchaser or any agent thereof is authorized to make any modification, extension, or addition to this 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.

Neurolumen, LLC