

Subject to the exclusions contained below, Limitless Innovations, Inc. (“Limitless”) warrants the Limitless product to be free from defects in materials and workmanship under normal consumer usage for a period of one (1) year from the date of original purchase, (the “Limitless Limited Warranty”). As utilized herein, the term “Limitless” (or the singular, Limitless product) shall include all products set forth above in the what’s included section of this User Manual that may be sold by Limitless now or in the future.

This Limitless Limited Warranty is a consumer’s sole and exclusive remedy regarding any express warranty claim by a consumer and is subject to the exclusions on the following pages:

**Exclusions:** The Limitless Limited Warranty shall not apply in the event of the occurrence of any of the following:

**1. Normal Wear and Tear.** The Limitless Limited Warranty shall not apply to cover the maintenance, repair and/or replacement of parts or the Limitless products due to normal wear and tear by the consumer.

**2. Abuse and Misuse.** The Limitless Limited Warranty shall not cover defects or damage that result in whole or in part from: (a) improper operation, storage, misuse or abuse, accident or neglect by the consumer (including, without limitation, physical damage, cracks and scratches to the surface of the Limitless product; (b) contact with liquid, water, rain, extreme humidity or heavy perspiration, sand, dirt or the like, extreme heat, or food; (c) use of the Limitless product for commercial purposes; (d) subjecting the Limitless product to abnormal usage or conditions; and/or (d) other acts which are not the sole and absolute fault of the Limitless.

**3. Unauthorized Service or Modification.** The Limitless Limited Warranty shall not cover defects or damages resulting in whole or in part from service, testing, adjustment, installation, maintenance, alteration, or modification in any way by someone other than Limitless or its authorized service centers.

**4. Altered Products.** The Limitless Limited Warranty shall not cover defects or damages to a Limitless product with; (a) serial numbers or date tags that have, at any time, been removed, altered, or obliterated; (b) broken seals or that show evidence of tampering; (c) mismatched board serial numbers; or (d) non-conforming or non-Limitless housings, or components.

**5. Communication Services.** Defects, damage, or the failure of the Limitless products due to any communication service or signal you may subscribe to or use with the Limitless product or software.

## **WHO IS COVERED?**

This warranty extends only to the first consumer purchaser and is not transferable to any third party nor applicable to any subsequent owner other than the first consumer purchaser.

## **WHAT WILL LIMITLESS DO?**

If Limitless determines, in its sole and absolute discretion, that a claim is subject to the Limitless Limited Warranty, it will, at its sole option, repair or replace the Limitless product or alternatively, it will, in its discretion, refund the purchase price of any Limitless products or

software. The Limitless product replacement will be with a functionally equivalent reconditioned / refurbished / pre-owned or new Limitless product or part.

For additional information, visit us at:

**LimitlessInnovations.com/Support or call us at (855) 843-4828**

#### **WHO DO I CONTACT TO MAKE A CLAIM?**

In the event of any warranty claim under the Limitless Limited Warranty, you can contact the telephone number below or provide a written correspondence to the address below at which time and in response thereto, you will receive instructions on how to ship any Limitless product at your expense, to a Limitless authorized repair center. To obtain service, you must include: (a) a copy of your receipt, bill of sale or other comparable proof of purchase; (b) a written description of the problem; (c) the name of your service provider, if applicable; and (d) your mailing address, email address and telephone number.

#### **Mailing Address (Please call (855) 843-4828 first to obtain RMA #)**

Limitless Innovations, Inc. | 4800 Metalmaster Way | McHenry, IL 60050

#### **WHAT OTHER LIMITATIONS ARE THERE?**

ANY WARRANTY CLAIM SHALL BE LIMITED TO LIMITLESS COST OF MATERIAL ON THE LIMITLESS PRODUCT DETERMINED TO HAVE A MANUFACTURER'S DEFECT. IN NO EVENT SHALL LIMITLESS BE LIABLE TO ANY PARTY FOR ANY LABOR COSTS OR ANY OTHER DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, WHETHER IN CONTRACT OR TORT AND LIMITLESS EXPRESSLY DISCLAIMS LIABILITY FOR ANY DAMAGES OF ANY KIND ARISING UNDER ANY THEORY OF LAW WHATSOEVER. THE PERFORMANCE OF THE LIMITLESS PRODUCT DEPENDS ON THE PURCHASER'S ADHERENCE TO MANUFACTURER PRODUCT INSTRUCTIONS AND LIMITLESS WILL NOT BE RESPONSIBLE TO PURCHASER FOR ANY DEVIATIONS THEREFROM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION REGARDING INCIDENTAL OR CONSEQUENTIAL DAMAGES MAY NOT APPLY TO YOU. ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE SHALL EXPIRE ON THE DATE WHICH IS 1 YEAR FROM THE DATE OF FIRST PURCHASE OF THE LIMITLESS PRODUCT BY THE CONSUMER. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. WITH RESPECT TO THAT PERIOD OF TIME BEYOND THE LIMITLESS 1 YEAR LIMITED WARRANTY PERIOD, LIMITLESS DISCLAIMS AND FURTHER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR

WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. PLEASE NOTE THIS LIMITLESS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHT, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

### **NATIONAL STATUTORY RIGHTS**

CONSUMERS IN SOME JURISDICTIONS MAY HAVE LEGAL RIGHTS UNDER APPLICABLE NATIONAL LEGISLATION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING, WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44. THESE RIGHTS ARE NOT AFFECTED BY THE WARRANTIES IN THIS LIMITED WARRANTY.

### **CONSUMER RIGHTS & ARBITRATION AGREEMENT**

YOUR USE OF THE LIMITLESS SHALL BE GOVERNED BY THIS CONSUMER RIGHTS AND ARBITRATION AGREEMENT, ("AGREEMENT"). THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS AND REMEDIES BY PROVIDING THAT DISPUTES BETWEEN YOU AND THE MANUFACTURER OF THIS PRODUCT, LIMITLESS INNOVATIONS, INC., AN ILLINOIS CORPORATION ("LIMITLESS"), MUST BE RESOLVED THROUGH BINDING ARBITRATION, RATHER THAN IN A COURT. PLEASE READ THIS AGREEMENT CAREFULLY AS YOU ACCEPT THE TERMS OF THIS AGREEMENT BY RETAINING THE PRODUCT(S) PURCHASED IN CONNECTION WITH THIS AGREEMENT ("PRODUCT") FOR MORE THAN FOURTEEN (14) DAYS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND YOU PURCHASED THE PRODUCT DIRECT FROM LIMITLESS (VIA WEB OR TELEPHONE), CALL (855) 843-4828 TO COORDINATE THE RETURN THE PRODUCT TO LIMITLESS WITHIN FOURTEEN (14) DAYS OF RECEIPT AT NO COST TO YOU. IF YOU PURCHASED THE PRODUCT ELSEWHERE, WITHIN FOURTEEN (14) DAYS OF PURCHASE YOU MUST CALL (855) 843-4828 AND THEN, ALSO WITHIN THIS SAME FOURTEEN (14) DAY PERIOD, RETURN THE PRODUCT TO THE POINT OF PURCHASE. FOR ANY QUESTIONS RELATED TO THE ABOVE, PLEASE CALL (855) 843-4828.

### **RESOLUTION OF CLAIMS OR DISPUTES**

Any claim or dispute between you and Limitless arising out of or relating in any way to the Product or this Agreement shall be resolved through final, binding arbitration. This arbitration obligation applies regardless of whether the claim or dispute involves a tort, fraud, misrepresentation, product liability, negligence, violation of a statute, or any other legal theory. Both you and Limitless specifically acknowledge and agree that you waive your right to bring a lawsuit based on such claims or disputes and to have such lawsuit resolved by a judge or jury.

### **LIMITATION OF LEGAL REMEDIES**

All arbitrations under this Agreement shall be conducted only on an individual (and not a class-wide) basis and an arbitrator shall have no authority to award class-wide relief. You acknowledge and agree that this Agreement specifically prohibits you from commencing arbitration proceedings as a representative of others or joining in any arbitration proceedings brought by any other person.

### **ARBITRATION PROCEDURES**

Before commencing any arbitration proceedings under this Agreement, you must first present the claim/dispute to Limitless by calling (855) 843-4828, providing requested contact information and allowing Limitless the opportunity to resolve it. If your claim or dispute is not resolved within sixty (60) days, you may commence arbitration proceedings in accordance with the terms of this Agreement. The arbitration of claim(s)/dispute(s) under this Agreement shall be pursuant to the American Arbitration Association's ("AAA") United States Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related Disputes (see [www.adr.org](http://www.adr.org) for their rules and procedures). The arbitration of any claim/dispute under this Agreement shall be in the State of Illinois or the location in which you received this Agreement. All administrative expenses of arbitration proceedings under this Agreement shall be divided equally between you and Limitless, except that: (a) if the claim/dispute subject to the arbitration proceedings is less than ten thousand dollars (US \$10,000), you will be responsible for no more than one hundred twenty-five dollars (US \$125) in administrative expenses; (b) if the claim or dispute subject to the arbitration proceedings is more than ten thousand dollars (US \$10,000), but less than seventy-five thousand dollars (US \$75,000), you will be responsible for no more than three hundred seventy-five dollars (US \$375) in administrative expenses; and (c) if the claim/dispute subject to the arbitration proceedings is more than seventy-five thousand dollars (US \$75,000), then you will be responsible for administrative expenses in accordance with the Commercial Fee Schedule provided by the AAA. You acknowledge and agree that each party shall pay the fees and costs of its own counsel, experts and witnesses.

### **CHOICE OF LAW & SEVERABILITY**

This Agreement shall be governed by the United States Federal Arbitration Act and the laws of the state of Illinois. If any provision of this Consumer Rights and Arbitration Agreement is declared or found to be unlawful, unenforceable or void, such provision will be ineffective only to the extent that it is found unlawful, unenforceable or void and the remainder shall remain fully enforceable.

### **EXPORT LAW ASSURANCES**

This product is controlled under the export regulations of the United States of America. The Government of the United States of America may restrict the exportation or re-exportation of this product to certain destinations. For further information contact the U.S. Department of Commerce and International Trade Commission.

#### **COPYRIGHT NOTICE**

All Limitless products and information shared in this manual are protected by copyright. Copying, reproducing, reverse engineering or distributing any information of Limitless-related product hardware or software without a formal and written authorization and license from Limitless Innovations, Inc. is prohibited and may result in legal action to the full extent of the law.

#### **FCC Notice**

“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.”

“**WARNING:** Changes or modifications to this unit 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.