# BEAM Authentic BEAM1 Device IMPORTANT SAFETY AND PRODUCT INFORMATION

#### NORMAL OPERATING CONDITIONS

The BEAM Authentic BEAM1 device has a normal operating temperature range from  $0^{\circ}$  to  $35^{\circ}$  Celsius ( $32^{\circ}$  to  $95^{\circ}$  Fahrenheit) and a non-operating temperature interval from  $-20^{\circ}$  to  $45^{\circ}$  Celsius ( $4^{\circ}$  to  $113^{\circ}$  Fahrenheit).

#### WARNING

Failure to heed the following warnings could result in an accident or medical event resulting in death or serious injury.

#### **Battery Warnings**

A lithium-ion battery is in this device. If these guidelines are not followed, battery may experience a shortened life span or may present a risk of damage to the device, fire, chemical burn, electrolyte leak. and/or iniurv.

- Do not disassemble, modify, remanufacture, puncture or damage the device.
- Do not remove or attempt to open device or to remove the battery.
- Do not expose the device or battery to fire, explosion, or other hazard.
- KEEP BATTERIES AWAY FROM CHILDREN. NEVER PUT BATTERIES IN MOUTH. Swallowing can lead to chemical burns, perforation of soft tissue, and death. Severe burns can occur within 2 hours of ingestion. Seek medical attention immediately.
- When charging the device, only use the BEAM Authentic accessory USB charging cable approved for your product.

#### Magnet Warnings

The BEAM Authentic BEAM1 device comes with two magnet set attachment accessories. These are used to attach your BEAM device to clothing, a backpack, or surface.

The BEAM Authentic magnet accessories have a pull force of 8.42 lbs. 909 gauss rating, Magnet grade N52.

MAGNETS ARE NOT TOYS. CHILDREN SHOULD NOT BE ALLOW TO HANDLE MAGNETS.
Keep away from all children. If swallowed, magnets can stick to intestines causing serious injury. Seek immediate medical attention if magnets are swallowed or inhaled.

Placing the parts of one magnet set close to each other, or placing a whole magnet set near the other magnet set will cause them to attract and leap towards each other with great acceleration and then slam together.

Even relatively small magnets can cause blood blisters and cuts and even small magnets can cause serious injury if swallowed.

Wearing magnets can be harmful to pacemaker wearers and others with medical implants. Ask your doctor before wearing the BEAM Authentic magnet attachment accessory if you have a pacemaker or other medical implant.

#### **Magnet Disposal**

Magnets should always be disposed of carefully and in accordance with the Special Waste Regulations (1996). Under no circumstances should magnets be disposed into watercourses.

#### **Health Warnings**

- The BEAM Authentic BEAM1 device contains a screen that can display images, slideshows, and animations. Consult your physician if you have epilepsy or are sensitive to colors or flashing lights.

NOTICE

Failure to heed the following notice could result in personal or property damage, or negatively impact the device functionality.

### **Battery Notices**

- Do not immerse or expose the battery to water or other liquids
- Do not leave the device exposed to a heat source of in a high-temperature location, such as in the sun in an unattended vehicle. To prevent the possibility of damage, remove the device from the vehicle or store it out of direct sunlight, such as in the glove box.
- Do not operate the device outside of the following temperature ranges: 0° to 35° Celsius.
- When storing the device for an extended time period, store within the following temperature ranges: -20 $^{\circ}$  to 45 $^{\circ}$  Celsius
- Do not use a power charging cable that is not approved or supplied by BEAM Authentic.
- Contact your local waste disposal department to dispose of the device in accordance with applicable local laws and regulations.

## **Disposal and Recycling Information**

The symbol on the product packaging signifies that this product must be disposed separately from ordinary household wastes at its end of life because it contains a battery and is electronic equipment. Ensure that you dispose of your BEAM Authentic product at a recycling center. Each country in the European Union has its own collection centers for batteries and electronic equipment recycling. For information about where to recycle your BEAM Authentic product, please contact your local waste management authority.

- Do not dispose of your BEAM Authentic product with household waste
- Disposal of the product and packaging should be done in accordance with local regulations.
- Do not dispose of batteries in municipal waste stream, they require separate collection.

# Radio Frequency Radiation Exposure

This equipment complies with FCC and IC radiation exposure limits set forth for an uncontrolled environment. This equipment is in direct contact with the body of the user under normal operating conditions. This transmitter must not be co-located or operating in conjunction with any other antenna or transmitter. The device emits RF energy below the published limits when operating and being used with the BEAM Authentic smartphone app.

## Distraction

Using your BEAM in some circumstances can distract you and may cause a dangerous situation. For example, avoid playing with or programming your BEAM while driving a car.

### FCC & IC Compliance

This device complies with part 15 of the FCC Rules and Industry Canada license-exempt RSS standard(s). 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.

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. This product does not contain any user-serviceable parts. Repairs should only be made by an authorized BEAM Authentic service center. Unauthorized repairs or modifications could result in permanent damage to the equipment, and void your warrant and your authority to operate the device under Part 15 regulations.

Le présent appareil est conforme aux CNR d'Industrie Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes : (1) l'appareil ne doit pas produire de brouillage, et (2) l'utilisateur de l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement. Under Industry Canada regulations, this radio transmitter may only operate using an antenna of a type and maximum (or lesser) gain approved for the transmitter by Industry Canada. To reduce

potential radio interference to other users, the antenna type and its gain should be so chosen that the equivalent isotropically radiated power (e.i.r.p.) is not more than that necessary for successful communication.

Conformément à la réglementation d'Industrie Canada, le présent émetteur radio peut fonctionner avec une antenne d'un type et d'un gain maximal (ou inférieur) approuvé pour l'émetteur par Industrie Canada. Dans le but de réduire les risques de brouillage radioélectrique à l'intention des autres utilisateurs, il faut choisir le type d'antenne et son gain de sorte que la puissance isotrope rayonnée équivalente (p.i.r.e.) ne dépasse pas l'intensité nécessaire à l'établissement d'une communication satisfaisante.

# Software License Agreement

BY USING THE DEVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS O THE FOLLOWING SOFTWARE LICENSE AGREEMENT. PLEASE READ THIS AGREEMENT CAREFULLY.

BEAM Authentic, Inc., and its subsidiaries ("BEAM") grant you a limited license to use the software embedded in this device (the "Software") in binary executable form in the normal operation of the product. Title, ownership rights, and intellectual property rights in and to the Software remain in BEAM and/or its third-party providers.

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#### Limited Warranty

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE (OR BY COUNTRY OR PROVINCE). BEAM DOES NOT EXCLUDE, LIMIT, OR SUSPEND OTHER LEGAL RIGHTS YOU MAY HAVE UNDER THE LAWS OF YOUR STATE (OR COUNTRY OR PROVINCE). FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR STATE, COUNTRY OR PROVINCE.

BEAM products are warranted to be free from defects in materials or workmanship for 45 days from the date of purchase. Within this period, BEAM will, at its sole option, repair or replace any components that fail in normal use. Such repairs or replacement shall be made at no charge to the customer for parts or labor, provided that the customer shall be responsible for any transportation cost. This Limited Warranty does not apply to: (i) cosmetic damage, such as scratches, nicks and dents; (ii) damage caused by accident, abuse, misuse, water, flood, fire, or other acts of nature or external causes, (iii) damage caused by service performed by anyone who is not an authorized service provider of BEAM; (iv) damage to a product that has been modified or altered without the written permission of BEAM, or (v) damage to a product that has been connected to power and/or data cables not supplied by BEAM. In addition, BEAM reserves the right to refuse warranty claims against products or services obtained and/or used in contravention of the laws of any country.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES AND REMEDIES CONTAINED IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND IN LIEU OF, AND BEAM EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES AND REMEDIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORY REMEDY OR OTHERWISE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE AND FROM COUNTRY TO COUNTRY. IF IMPLIED WARRANTIES AND TO BE DISCLAIMED UNDER THE LAWS OF YOUR STATE OR COUNTRY, THEN SUCH WARRANTIES ARE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. SOME STATES (AND COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANT LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IN NO EVENT SHALL BEAM BE LIABLE IN A CLAIM FOR BREACH OF WARRANTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE USE, MISUSE OR INABILITY TO USE THIS PRODUCE OR FROM DEFECTS IN THE PRODUCT. SOME STATES (AND COUNTRIES AND PROVINCES) DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

If during the warranty period you submit a claim for warranty service in accordance with this Limited Warranty, then BEAM will, at its option: (i) repair the device using new parts or previously used parts that satisfy BEAM's quality standards, (ii) replace the device with a new device or refurbished device that meets BEAM's quality standards, or (iii) exchange the device for a full refund of your purchase price. SUCH REMEDY SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. Repaired or replaced devices have a 45 day warranty.

Before seeking warranty service, please access and review the online help resources available on beamauthentic.com/FAQ. If your device is still not functioning properly after making use of these resources, contact BEAM via email at <a href="mailto:support@beamauthentic.com">support@beamauthentic.com</a>.

If you seek warranty service outside of the original country of purchase, BEAM cannot guarantee that the parts and products needed to repair or replace your product will be available due to differences in product offerings and applicable standards, laws and regulations. In that case, BEAM may, in its sole discretion and subject to applicable laws, repair or replace your product with comparable BEAM products or parts, or require you to ship your product to a BEAM Authorized service facility in the country of original purchase or to a BEAM Authorized service facility in another country that can service your product, in which case you will be responsible for complying with all applicable import and export laws and regulations and for paying all custom duties, V.A.T., shipping fees and other associated taxes and charges. In some cases, BEAM and its dealers my be unable to service your product in a country outside of the original country of purchase or return a repaired or replaced product to you in that country due to applicable standards, laws or regulations in that country. To obtain warranty service, an original copy of the sales receipt is required.

BEAM Device, BEAM Authentic App, and Panic Button & GPS Location Message Feature Disclaimer
You understand and acknowledge that we are not an insurer of person, life, limb, or property and that
insurance, if any, covering personal injury, life loss, and property loss or damage shall be obtained by you in
such amounts and covering such perils as you may determine. You understand and acknowledge that we do
not assume responsibility for any personal injury, life loss, or property loss or damage that may occur, even if
due to our negligent performance or failure to perform any obligation under these Terms or failure of BEAM
Products and Service to operate as intended or for any reason whatsoever. You assume all risk of personal
injury, life loss, and property loss or damage.

## Limitation of Liability

If, notwithstanding the other provisions of this Agreement, we are found liable for loss, damage, or injury under any legal theory due to a failure of the BEAM Product and Service in any respect, our maximum liability shall be limited to an amount equal to the amount paid by you to us for the BEAM Product as agreed upon damages and not as a penalty, as your sole remedy. This amount will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from our failure to perform any of our obligations under these Terms. In no event will we be liable for consequential, indirect, incidental, or special damages.