

DOWNLOAD THE pHin MOBILE APP AND FOLLOW ALL INSTRUCTIONS FOR SETUP AND USE.

IMPORTANT SAFETY INFORMATION/USER INSTRUCTIONS FOR pHin SMART MONITOR

Model No. CY-PM1510-A1

SKU HPM1510

IT IS YOUR RESPONSIBILITY TO FAMILIARIZE YOURSELF WITH THE USER MANUAL, WARNINGS AND ANY DOCUMENTATION PROVIDED TO YOU BY pHin PRIOR TO EACH USE AND TO USE THE pHin SMART MONITOR PROPERLY, INCLUDING AS FOLLOWS:

- To prevent fire or electric shock hazard, DO NOT use flammable substances or any type of spray to clean the inside or outside of the pHin Smart Monitor. To clean simply wipe the pHin Smart Monitor with a soft cloth.
- Do not expose the pHin Smart Monitor to temperatures below freezing.
- The pHin Smart Monitor may contain small parts and be otherwise hazardous to children. The pHin Smart Monitor is not a toy - please keep out of reach of children and do not allow them to play with it.
- Never tamper with, alter or attempt to repair the pHin Smart Monitor.
- CAUTION: Product contains a Lithium Coin Cell battery. Battery is not user replaceable. RISK OF EXPLOSION IF BATTERY IS REPLACED BY AN INCORRECT TYPE. DISPOSE OF USED BATTERIES ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS
- If the pHin Smart Monitor malfunctions or fails to perform as expected, please contact us at support@phin.co.

FCC ID: 2AHYC-CYPM1510

The pHin Smart Monitor 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. The pHin Smart Monitor 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 the pHin Smart Monitor does cause harmful interference to radio or television reception, which can be determined by turning the pHin Smart Monitor off

and on, the user is encouraged to try to correct the interference by one of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the pHin Smart Monitor and receiver.

Non-Modification Warning:

Warning: Changes or modifications to this device not expressly approved by the manufacturer could void the user's authority to operate the pHin Smart Monitor.

Radiation Exposure Statement:

This pHin Smart Monitor complies with FCC/IC radiation exposure limits set forth for an uncontrolled environment. This pHin Smart Monitor should be installed and operated with minimum distance of 20 cm between the radiator and your body.

IC ID: 21431-CYPM1510

This device complies with Industry Canada licence-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.

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.

pHin SMART MONITOR LIMITED WARRANTY

ConnectedYard, Inc. ("pHin") warrants to the original purchaser that your pHin Smart Monitor will operate in accordance with pHin's applicable documentation under normal use in all material respects as long as you have an active, paid subscription for the pHin pool services (the "Warranty Period"). If a defect arises during the Warranty Period, your sole and exclusive remedy and pHin's sole and exclusive obligation to you, at its option will be to either (1) repair the pHin Smart Monitor at no charge using new parts or parts that are equivalent to new in performance and reliability should the hardware revision allow for such repair , (2) replace the pHin Smart Monitor. This Limited Warranty is valid only in the jurisdictions where the pHin Smart Monitor is sold by pHin itself or through its authorized reseller or agent, and is valid to the extent permitted by the applicable laws of such jurisdictions. Any pHin Smart Monitor that has either been repaired or replaced under this Limited Warranty will be covered by the terms of this Limited Warranty for the remaining Warranty Period.

This Limited Warranty applies only to the original purchaser of pHin Smart Monitor that was purchased from an authorized retailer or sales channel and manufactured by or for pHin that can

be identified by an authorized “pHin” trademark, trade name, or logo affixed to it. Without limiting the foregoing, the Limited Warranty does not apply to any (a) pHin products and services other than the pHin Smart Monitor, (b) non-pHin hardware product, including without limitation any knock off or counterfeit version of a pHin Smart Monitor, or (c) pHin Smart Monitors that is, or pHin reasonably believes to be, stolen, or (d) pHin Smart Monitors with unsupported hardware revisions. Further, this Limited Warranty does not apply if you do not have an active, paid subscription to the pHin pool service, as the pHin Smart Monitor will not function without such subscription service.

This Limited Warranty does not apply to a pHin Smart Monitor or part of the pHin Smart Monitor that has been altered or modified (e.g. to alter functionality or capability) by anyone who is not a representative of pHin. In addition, the Limited Warranty does not cover damage to the pHin Smart Monitor (or any part thereof) due to problems caused by your or a third party’s negligence, abuse or misapplication, other external causes (including, without limitation, third party hardware or software, accident, abuse, misuse, problems with electrical power, servicing or modifications not authorized by pHin) or usage not in accordance with these terms or any other documentation provided by pHin. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty.

To obtain warranty service, please contact pHin at support@phin.co . Proof of purchase may be required to verify eligibility. pHin may restrict warranty service for pHin Smart Monitors to the country where pHin or its authorized distributors originally sold the pHin Smart Monitor. No pHin 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.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE USE OF THE pHin SMART MONITOR IS AT YOUR SOLE RISK. THE pHin SMART MONITOR IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT POSSIBLE, pHin EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IF WE CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES, pHin ALSO LIMITS THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES OR CONDITIONS TO THE DURATION OF THIS LIMITED WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE.

pHin MAKES NO WARRANTY THAT (I) THE pHin SMART MONITOR WILL MEET YOUR REQUIREMENTS, (II) THE pHin SMART MONITOR OPERATION WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, or (III) THE QUALITY OF THE pHin SMART MONITOR WILL MEET YOUR EXPECTATIONS.

IT IS UNDERSTOOD THAT YOU ARE VOLUNTARILY USING THE pHin SMART MONITOR WITH FULL KNOWLEDGE THAT THERE ARE INHERENT RISKS IN

USING IT AND YOU ASSUME AND ACCEPT ANY AND ALL RISKS THAT MAY BE ASSOCIATED WITH USE OF THE pHin SMART MONITOR, INCLUDING BUT NOT LIMITED TO THE RISK OF PROPERTY DAMAGE OR LOSS, AND/OR SERIOUS INJURY (INCLUDING ELECTRIC SHOCK OR DEATH).

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF pHin HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE pHin SMART MONITOR; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY; OR (V) ANY OTHER MATTER RELATING TO THE USE OF THE pHin SMART MONITOR. IN NO EVENT WILL pHin'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID pHin IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

IF YOU ARE DISSATISFIED WITH THE pHin SMART MONITOR OR ANY PORTION OF THE SERVICES PROVIDED IN CONNECTION THEREWITH OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE pHin SMART MONITOR.

SOME JURISDICTIONS HAVE OTHER LEGAL REQUIREMENTS AND, FOR EXAMPLE, DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

RELEASE AND INDEMNITY

You hereby agree to hold harmless and indemnify and defend pHin and its officers, directors, employees and agents from and against any and all liabilities, losses, damages, demands, claims, suits, actions, judgments, causes of action, assessments, costs and expenses, including, without limitation, interests, penalties, attorneys' fees, any and all expenses incurred in investigating, preparing and defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation, asserted against, imposed upon, or incurred or suffered by any of them, directly or indirectly, as a result of, or arising out of your use of the pHin Smart Monitor.

If you are a California resident, you waive California Civil Code Section 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

APPLICABLE LAW

This Limited Warranty shall be governed by the laws of the State of California, USA, without giving effect to any conflict of laws and principles that may provide the application of the law of another jurisdiction. 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.

YOUR USE OF THE pHin SMART MONITOR IS SUBJECT TO ADDITIONAL TERMS AVAILABLE BELOW, WHICH MAY BE UPDATED FROM TIME TO TIME.

This Limited Warranty does not cover software embedded in the pHin Smart Monitor and the services provided by pHin to owners of the pHin Smart Monitor. Refer to the Terms of Service (available at <https://www.phin.co/legal/termsofservice.pdf>) and Privacy Policy (available at www.phin.co) accompanying the software and the pHin services terms of use for details of your rights with respect to their use.

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