

The Nex Band -Packaging Content
M16-420

→ **Inside Instruction & Safety Manual Template**

- Sleek Apple/Style packaging for the manual
- Minimal design, cute-technical design patterns

Might be useful to have it say our tagline, "Connect, Control, Create" somewhere on the front of manual...

Manual:

Cover page: Safety Instructions & Limited Warranty // Logo at the bottom right corner

Page 1: Important Safety and Product Information

⚠ **CAUTION:** The device may cause skin irritation

Prolonged contact may contribute to skin irritation or allergies in some users. To reduce irritation, follow our four simple wear and tear tips: (1) Keep it clean; (2) keep it dry; (3) don't wear it too tight, and (4) give your wrist a rest by removing the band for an hour after extended wear.

For more information please contact us at info@thenexband.com. If you notice any skin irritation, remove your device. If symptoms persist longer than 2-3 days after removing the device, consult your doctor.

The device contains electrical equipment that could cause injury if not handled properly.

If you feel soreness, tingling numbness, burning or stiffness in your hands or wrists while or after wearing the product, please discontinue use.

⚠ **WARNING:** To reduce the risk of serious injury, read all important precautions and instructions in this manual before using this product. Mighty Cast assumes no responsibility for personal injury or property damage sustained by or through the use of this product.

- Do not attempt to replace the battery or open the enclosure or disassemble your Nex Band. Doing so will void the warranty and can result in a safety hazard.*
- Do not use your Nex Band if the mods are cracked.
- Substances in this product and its battery may harm the environment or cause injury if handled and disposed of improperly.
- Do not expose your Nex Band to extremely high or low temperatures.
- Do not use your Nex Band in a sauna, steam room or while showering or swimming.

- Do not submerge this product in water or in a washing machine or clothes dryer.
- Do not use abrasive cleaners to clean your Nex Band.
- Remove your Nex Band if it feels warm or hot.
- Do not dispose of your Nex Band in a fire. The battery could explode.
- Charge the battery in accordance with the instructions provided during setup. Only use a computer, powered hub or power supply that is certified by a recognized testing laboratory and an authorized Nex Band charging cable.
- Do not wear your Nex Band while charging it.
- Do not charge your Nex Band while it's wet.

Clean The Band:

If you wear the Nex Band regularly remove the band and clean it with water and a few drops of mild liquid soap. Do not place The Nex Band in a dishwasher, washing machine, or dryer. Allow the band to dry thoroughly before you put it back on your wrist.

- ⚠ **WARNING:** Consult your doctor before beginning or modifying any exercise program.
- ⚠ **WARNING:** Consult your doctor before use if you have any preexisting conditions that might be affected by your use of the Nex Band.
- ⚠ **WARNING:** Do not engage with the Nex Band while driving or in other situations where distractions could be hazardous. Always be aware of your surroundings.
- ⚠ **WARNING:** This product is not a toy. Do not allow children or pets to play with your Nex Band. The product contains small components that can be a choking hazard.
- ⚠ **WARNING:** It is the responsibility of the owner to ensure that all users of this product are informed of all precautions.
- ⚠ **WARNING:** Keep this product away from all children under age 13 and pets at all times.
- ⚠ **WARNING:** Use only the included charger with a certified computer, powered hub, or power supply to charge the battery.
- ⚠ **WARNING:** Over exercising may result in serious injury or death. If you feel faint, if you become short of breath, or if you experience pain while exercising, stop immediately and cool down.
- ⚠ **WARNING:** Do not use abrasive cleaners to clean this product.

This product is not a medical device, and is not intended to diagnose, treat, cure or prevent any disease. With regard to accuracy, the Nex Band has developed hardware and algorithms to track fitness information and is constantly improving its product to calculate measurements as accurately as possible. The accuracy of the Nex Band is not intended to match medical devices or scientific measurement devices, but is intended to give you the best information available in a wearable activity tracker.

Please refer to www.thenexband.com for specific information regarding water resistance.

Regulatory Information

Federal Communications (FCC) Statement

This device complies with FCC Part 15 FCC Rules.

Mighty Cast FCC Registration Number (FRN): 0026005314

Industry Canada (IC) Information

The Class B digital apparatus complies with CAN ICES-3 (B)/NMB-3(B).

IC Company Number: 22099

Declaration of Conformity with Regard to the EU Directive 1999/5/EC.

The Nex Band is authorized apply the CE Mark on its product, thereby declaring conformity to the essential requirements and other relevant provisions of Directive 1999/5/EC and other applicable Directives.

☒ Disposal and Recycling Information

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

Battery Information

This electronic product contains a rechargeable battery. A rechargeable battery has a long service life if treated properly. Do not expose the battery to extreme temperatures. For maximum battery capacity, use the battery at room temperature. If the battery is used in low temperatures, the battery capacity will be reduced.

Limited Product Warranty

Mighty Cast Inc. ("The Nex Band") warrants to the original purchaser that your Nex Band (The "Product") shall be free from defects in materials and workmanship under normal use for a period of one (1) year from the date of purchase, except that if you reside in the European Economic Area (EEA) and you purchased your Nex Band in the EEA, the warranty is two (2) years from the date of purchase (the "Warranty Period"). The Nex Band does not warrant that the operation of the Product will be uninterrupted or error-free. The Nex Band is not responsible for damage arising from failure to follow instructions relating to the Product use. This Limited Warranty does not cover software embedded in the Product and the services provided by Nex Band owners of the product. Refer to the license agreement accompanying the software and

Nex Band services terms of use for details of your rights with respect to their use.

Remedies.

If a hardware defect arises and a valid claim is received by the Nex Band within the Warranty Period, The Nex Band will, at its option and to the extent permitted by law, either (1) repair the Product at no charge, using new or refurbished replacement parts or (2) replace the Product with a new or refurbished Product. In the event of a defect, to the extent permitted by law, these are your sole and exclusive remedies. Shipping and handling charges may apply except where prohibited by applicable law. This Limited Warranty is valid only in the jurisdictions where the Products are sold by The Nex Band itself or through its authorized reseller or agent, and is valid to the extent permitted by the applicable laws of such jurisdictions. Any replacement hardware product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, or for any additional period of time that may be applicable in your jurisdiction.

How to Obtain a Warranty Service.

To obtain warranty service, you must deliver the Product, in either its original packaging or packaging providing an equal degree of protection, to the address specified by The Nex Band. In accordance with applicable law, The Nex Band may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. It is your responsibility to backup any data, software or other materials you may have stored or preserved on the Product. It is likely that such data, software or other materials will be lost or reformatted during service and The Nex Band will not be responsible for any such damage or loss. For specific instructions on how to obtain warranty service on your Product, visit The Nex Band website www.thenexband.com/returns-warranty

Exclusions and Limitations.

This Limited Warranty applies only to the Product manufactured by or for The Nex Band that can be identified by "The Nex Band" trademark, trade name, or logo affiliated to it. The Limited Warranty does not apply to any (a) The Nex Band products and services other than the Product, (b) non-The Nex Band hardware product, (c) consumables (such as batteries), or (d) software, even if packaged or sold with the Product or embedded in the Product. This warranty does not apply to a Product or part of the Product that has been altered or modified (e.g., to alter functionality or capability) by anyone who is not a representative of The Nex Band or if the product is inserted or installed in a casing not provided by The Nex Band. In addition, this Limited Warranty does not apply; (a) to damage caused by use with non-The Nex Band products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) to damage caused by operating the Product outside the permitted or intended uses described by The Nex Band or with improper voltage or power supply; or (d) to

damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of The Nex Band. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty. No Nex Band 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 unenforceability of the remaining terms shall not be affected or impaired.

Implied Warranties.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. Some jurisdictions do not allow limitations on the durations of an implied warranty, so the above limitation may not apply to you.

Limitation of Damages.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE NEX BAND SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE OR DATA, RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, EVEN IF THE NEX BAND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to you.

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 or implementing EC Directive 99/44. These rights are not affected by the warranties in this Limited Warranty.

Mighty Cast and The Nex Band are trademarks of Mighty Cast Inc. App Store and Iphone are trademarks of Apple Inc..registered in the U.S. and other countries. Android and Google Play are trademarks of Google Inc. The BLUETOOTH® word mark and logos are registered trademarks of Bluetooth SIG, Inc. and are used under license.

The device has been evaluated to meet general RF exposure requirement. The device can be used in portable exposure condition without restriction.

FCC statements:

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.

NOTE: The manufacturer is not responsible for any radio or TV interference caused by unauthorized modifications or changes to this equipment. Such modifications or changes 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.

This device complies with Industry 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.

Cet appareil est conforme avec Industrie Canada RSS exemptes de licence standard(s).

Son fonctionnement est soumis aux deux conditions suivantes:

- (1) cet appareil ne peut pas provoquer d'interférences, et
- (2) cet appareil doit accepter toute interférence, y compris celles pouvant causer un mauvais fonctionnement de l'appareil.

This Class B digital apparatus complies with Canadian ICES-003.

Cet appareil numérique de la classe B est conforme à la norme NMB-003 du Canada.