

LOGICMARK STANDARD ONE YEAR LIMITED WARRANTY

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

What Does This Warranty Cover?

LogicMark, Inc. (“we”) warrant that your LogicMark-brand hardware device (the “Product”) will be free from defects in materials and workmanship under normal use and service during the Warranty Period (as defined below). This limited warranty extends only to the consumer who originally purchased the Product (“you”). It does not extend to any subsequent owner or other transferee of the Product.

What Does This Warranty Not Cover?

This limited warranty does not cover any damage or defects due to: (a) transportation; (b) storage; (c) improper installation or use; (d) failure to follow the Product instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear or aging; (h) emergency services or providers, including ambulances, hospitals and police and fire personnel; (i) any third-party equipment, services, networks or systems, including cellular reception or transmission and internet connectivity; or (j) external causes such as accidents, abuse, liquid damage, electric current surges, or other actions or events beyond our reasonable control. Software distributed or made available by us is not covered by this warranty. Please refer to the licensing agreement accompanying the software for details of your rights with respect to its use.

What Is the Period of Coverage?

This limited warranty starts on the date of your purchase and lasts for one (1) year (the “Warranty Period”). All repaired or replaced Products will be covered by the terms of this limited warranty for a period equal to the remainder of the original Warranty Period on the original Product or for ninety (90) days, whichever is longer. We may change the availability of this limited warranty at our sole discretion, but any changes will not be retroactive.

What Are Your Remedies Under This Warranty?

With respect to any defective Product returned to us in accordance with the terms of this warranty during the Warranty Period, we will, at our sole discretion, repair or replace such Product (or the defective part) free of charge. We will also pay for shipping and handling fees to return the repaired or replacement Product to you. We may, at our sole discretion, use rebuilt, reconditioned, or new

parts or components when repairing any Product, or may replace the Product with a rebuilt, reconditioned or new Product.

How Do You Obtain Warranty Service?

To obtain warranty service, you must contact our Customer Service Department during the Warranty Period by phone at 1-800-519-2419 or by email at info@logicmark.com. Proof of purchase may be required to verify eligibility.

LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.

UNDER NO CIRCUMSTANCES SHALL WE OR OUR PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS (THE "LOGICMARK PARTIES") BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF THE LOGICMARK PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA OR LOSS OF USE. UNDER NO CIRCUMSTANCES SHALL THE AGGREGATE LIABILITY OF THE LOGICMARK PARTIES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

NOTHING CONTAINED IN A USER MANUAL OR ANY OTHER DOCUMENTATION SHALL BE CONSTRUED TO CREATE AN EXPRESS WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS. NO AGENT, EMPLOYEE, DEALER, REPRESENTATIVE OR RESELLER IS AUTHORIZED TO MODIFY OR EXTEND THIS LIMITED WARRANTY OR TO MAKE BINDING REPRESENTATIONS OR CLAIMS, WHETHER IN ADVERTISING, PRESENTATIONS OR OTHERWISE, ON BEHALF OF US REGARDING OUR PRODUCTS OR THIS LIMITED WARRANTY.

If any term of this limited warranty is held to be illegal or unenforceable, the remaining terms of this limited warranty will remain in full force and effect.