

VUZIX®

Safety & Warranty

**Important Safety & Warranty Information
for the VUZIX SMART SWIM®**

Important Safety Instructions

Follow these safety instructions when using or handling your VUZIX SMART SWIM[®] to reduce the risk of fire, electric shock, and injury to persons and property.

1. READ ALL OF THE INSTRUCTIONS AND SAFETY INFORMATION PROVIDED BEFORE USING THIS PRODUCT.
2. Use the product only for its intended use, as described in the manual.
3. Close supervision is needed when this product is used by or near children.
4. Children under the age of seven (7) are still learning to focus and track with their eyes. Their vision is still immature. For these reasons, near eye-displays SHOULD NOT BE USED BY CHILDREN UNDER THE AGE OF SEVEN (7).
5. A very small portion of the population may experience epileptic seizures when viewing certain kinds of flashing lights or patterns that are commonly present in our daily environment. These persons may also experience seizures while watching some kinds of television pictures or playing certain video games on regular monitors, including the use of a display system such as this. These effects can be increased due to the size and nature of the displays in this device. As a result, consult a physician if you have any epileptic condition before using this device or if you experience any of the following symptoms while using this device: altered vision, muscle twitching, other involuntary movements, loss of awareness of your surroundings, mental confusion, and/or convulsions.
6. Smart glasses can potentially have adverse effects on the user, including: motion sickness, perceptual after effects, disorientation, decreased postural stability, and eye strain. Take frequent breaks to lessen the potential of these effects, as is commonly suggested for other items, such as keyboards and computer monitors, that you may tend to fixate or concentrate on. If your eyes show signs of fatigue or dryness or if any of the above symptoms are noted, immediately discontinue use of this device and do not resume using it for at least 30 minutes after the symptoms have fully subsided.
7. This product may be tethered to a power source or battery and cables may extend between components. Be careful that these cords do not tangle around you or pose a potential threat to the safety of others.
8. Do not disassemble this product. If service work is required, contact VUZIX using the Support contact information shown in this manual.
9. Do not pull or yank on the cable, kink any of the cables or tie them in sharp or tight knots. Cables damaged by such actions are not covered by the product's limited warranty.
10. Do not drop, strike, or cause any portion of the product to be struck or shaken aggressively. Such actions may damage the product and void your warranty.
11. This product has a waterproof rating of (IPX8) limited to 1 meter below the surface of the water for 8 hours in a 10 MPH flow of water.
12. Do not use this product for scuba diving below 1 meter.
13. Do not use this product for deep water diving.
14. The waterproof USB port is protected from dirt and debris that could get near the contacts of the USB port. The USB port remains waterproof even if the port plug is accidentally removed during use.
15. Keep the USB port clean prior to recharging. Ensure no water is in the port prior to recharging.
16. Wash and dry the system prior to recharging.
17. This system can be used without wearing glasses. Prescription goggles are optional and can be used.
18. Save these instructions for future reference.

Immediately unplug the product from external power sources if:

Any component of the product has been dropped or damaged. The product exhibits any distinct change in performance.

Battery Safety Instructions

Batteries contain toxic materials. Do not burn, disassemble, mutilate, or puncture the batteries. Do not dispose of batteries in a fire. Dispose of batteries in a method that is consistent with your local laws and regulations.

Vuzix Hardware Product Limited

Vuzix warrants that your Vuzix hardware product shall be free from defects in material and workmanship for the length of time specified in the Warranty Period (typically one year), beginning from the date of purchase from Vuzix or an authorized Vuzix dealer. If your Vuzix hardware product is used for commercial purposes (including rental or lease) the Warranty Period shall be reduced to only ninety (90) days from date of purchase. Except where prohibited by applicable law, this warranty is nontransferable and is limited to the original purchaser and does not apply to anyone else, including anyone to whom You later make any transfer or sale. This warranty gives you specific legal rights, and you may also have other rights that vary under local laws, some of which are not affected by the warranties in this Limited Warranty.

This Limited Warranty does not cover, and no warranty of any kind is provided with respect to any subjective or aesthetic aspects of the hardware product. Vuzix does not warrant that the operation of the product will be uninterrupted or error-free. The limited warranty stated above is the only warranty made to You and is provided in lieu of all other express or implied warranties and conditions (except for any non-disclaimable implied warranties that exist), including any created by any other documentation or packaging. No information or suggestions (oral or in a record) given by Vuzix, its agents, affiliates, dealers or suppliers or its or their employees or agents, shall create a warranty or condition or expand the scope of this Limited Warranty.

Any software distributed with the hardware product by Vuzix with or without the Vuzix brand name is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software (viewable upon its installation), for details of your rights with respect to its use.

Remedies

Vuzix's entire liability and Your exclusive remedy for any breach of warranty shall be, at Vuzix's option, (1) to repair or replace all or part of the hardware, (2) exchange the hardware with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) to refund the price paid by You less reasonable depreciation based on your actual use, provided that the hardware is returned to the point of purchase or such other place as Vuzix may direct with a copy of the sales receipt or dated itemized receipt. Except where prohibited by applicable law, all shipping and handling costs associated with transport (including packaging) for warranty service shall be at Your expense. Vuzix may, at its option, use new or refurbished or used parts in good working condition to repair or replace any hardware product. 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. This warranty does not cover problems or damage resulting from (1) Acts of God, power surge, misuse, abuse, negligence, accident, wear and tear, mishandling, misapplication, or other causes unrelated to defects in the hardware device (2) any unauthorized repair, modification, tampering or disassembly; (3) improper operation or maintenance, usage not in accordance with product instructions or connection to improper voltage supply; or (3) use of consumables, such as replacement batteries, not supplied by Vuzix except where such restriction is prohibited by applicable law.

How to Obtain Technical Support

Technical support is defined as assistance with questions on issues about the Vuzix hardware product. Technical support for hardware and its software is available for the first ninety (90) days from date of product purchase. Your dated sales or delivery receipt, showing the date of purchase

or lease of the product, is Your proof of the purchase or lease date. You may be required to provide proof of purchase as a condition of receiving software technical support. The addresses and technical service contact information for Vuzix can be found in the documentation accompanying your product and on the web at our global site: www.vuzix.com.

How to Obtain Warranty Support

Vuzix is the warrantor under this Limited Warranty. Before submitting a warranty claim, we recommend you visit the support section at www.vuzix.com for technical assistance. Warranty claims cannot be processed through the point of purchase and any other product related questions should be addressed directly to Vuzix. The addresses and customer service contact information for Vuzix can be found in the documentation accompanying Your product and on the web at our global site at www.vuzix.com, which will also identify any Vuzix subsidiary or branch serving Your country and its local address. You may also write to: Vuzix Sales Support, 25 Hendrix Drive, West Henrietta, NY 14586, USA.

Limitation of Liability

VUZIX SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE OR DATA (WHETHER DIRECT OR INDIRECT) OR COMMERCIAL LOSS FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON YOUR PRODUCT EVEN IF VUZIX 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, but the remainder of this Limited Warranty shall remain in full force and effect.

Duration of Implied Warranties

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS HARDWARE PRODUCT IS LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD STATE ABOVE FOR YOUR PRODUCT.

Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to You. Please note that in the European Union, any warranty period less than two years shall be increased to two years except in the case of use for commercial purposes or commercial products.

FCC and ISED Compliance

This device complies with part 15 of the FCC Rules and with the Radio Standards Specifications (RSS) for licence-exempt transmitters/receivers of Innovation, Science and Economic Development Canada (ISED). 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.

Changes or modifications not expressly approved by the manufacturer could void the user's authority to operate the equipment.

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 equipment complies with the FCC(US) and ISED(CAN) radio frequency (RF) exposure limits set forth for an uncontrolled environment, when used as intended, described and instructed in the user guidance. User guidance is part of the delivered package and provided through our home page.

Canada

The installer of this radio equipment must ensure that the antenna is located or pointed such that it does not emit RF field in excess of Health Canada limits for the general population; consult Safety Code 6, obtainable from Health Canada's website:

<https://www.canada.ca/en/health-canada/services/environmental-workplace-health/reports-publications/radiation/understanding-safety-code-6.html>

USED ELECTRICAL AND ELECTRONIC EQUIPMENT (WEEE) Information

Figure 1



For private households: Information on Disposal for Users of WEEE

This symbol (figure 1) on the product(s) and / or accompanying documents means that used electrical and electronic equipment (WEEE) should not be mixed with general household waste. For proper treatment, recovery and recycling, please take this product(s) to designated collection points where it will be accepted free of charge. Alternatively, in some countries, you may be able to return your products to your local retailer upon purchase of an equivalent new product.

Disposing of this product correctly will help save valuable resources and prevent any potential negative effects on human health and the environment, which could otherwise arise from inappropriate waste handling.

Please contact your local authority for further details of your nearest designated collection point.

Penalties may be applicable for incorrect disposal of this waste, in accordance with your national legislation.

For professional users in the European Union

If you wish to discard electrical and electronic equipment (EEE), please contact your dealer or supplier for further information.

For disposal in countries outside of the European Union

This symbol is only valid in the European Union (EU). If you wish to discard this product, please contact your local authorities or dealer.

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All contents of this document are subject to change without notice.

For a copy of the latest Safety & Warranty Information, go to the Legal Documentation page of the Vuzix website: <http://www.vuzix.com/support/legal>

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