

Terms of use – Mbody 3

BEFORE USING MBODY 3



Myontec Ltd hereby declares that the product is in compliance with essential requirements and other relevant provisions of 2014/53/EU – Radio Equipment Directive (RED).

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. Contains Transmitter Module FCC ID: TFB-1005.

This device meets the requirements of the 2011/65/EU, which restricts the use of certain hazardous substances in electrical and electronic equipment.

IMPORTANT WARNINGS REGARDING YOUR HEALTH

Consult your doctor if you have a pacemaker or other implanted device before you measure your heart rate and other physiological functions. Myontec devices may also suffer from interference from external electrical sources. Only your doctor will be able to tell you if you can safely use the Myontec products.

Consult your doctor before starting or modifying your exercise program. As between you and Myontec, you fully assume the risks associated with your health and exercise program. Myontec products are intended to assist you in your fitness and sports activities, and are not intended to replace – but to be used in conjunction with - your overall regimen of exercise, training, diet, coaching, and medical advice from your doctor.

Myontec products are designed to provide you with data from your muscles and suggestions on how to interpret the data, but they are not a replacement of your own judgment and medical advice from your doctor. Your heart rate and other physiological functions are affected by a variety of individual factors that Myontec products are not designed to specifically account for, such as (but not limited to) smoking, alcohol consumption, high blood pressure, asthma, and medication or supplements you may be taking.

Myontec products are not medical devices and cannot be used or relied upon to provide medical diagnoses. Myontec and its staff are not licensed medical professionals. The heart rate and other physiological readings provided by Myontec products are for reference only and Myontec does not accept responsibility for erroneous readings. It is your responsibility to interpret your readings and decide what action you take as a result.

You may have known or yet undiagnosed medical conditions that may affect your readings and the way your readings should be interpreted. Myontec products have not been designed to account for the effect of known or undiagnosed medical conditions.

Your safety is important. Use caution if you choose to share your Myontec readings and results with others via the social media or otherwise, as it may contain sensitive information you may wish to keep private. Once you've released the information, it may be impossible for you to retract it from the public domain. Similarly, use caution if you choose to compete with others in your training program based on your Myontec readings or otherwise – do not over-do it, please follow all traffic regulations, and do not take any risks that could result to injury or other danger to you, your health or others.

CUSTOMER INFORMATION

LIMITED WARRANTY

LIMITED WARRANTY FOR MBODY 3 PRODUCT (THE "HARDWARE"). MYONTEC WARRANTS TO THE ORIGINAL END USER THAT THE HARDWARE IS FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FROM THE DATE OF PURCHASE FOR THE FOLLOWING PERIODS: SIX MONTHS FOR MSHORTS 3, ONE YEAR FOR MCELL 3 AND SIX MONTHS FOR THE RECHARGEABLE BATTERY. If the end user's local law in effect at the time of purchase requires a warranty period longer stated above, this warranty shall be extended to the extent required by such law*. Within the warranty period, Myontec retains the exclusive right to repair or replace the Hardware, or offer a full refund, at its sole discretion. Such remedy shall be the enduser's sole and exclusive remedy for any breach of warranty. This limited warranty does not apply to (I) normal wear and tear, including scratches and dents; (II) damage resulting from end user's failure to use, wash or clean the Hardware in accordance with the instructions provided in Myontec's user manuals and other written instructions, (III) damage resulting from an accident, flood, fire, misuse, abuse, or water, (IV) damage resulting from service performed, or damage resulting from tampering or alterations to the Hardware, by anyone not authorized by Myontec, (V) use of the Hardware with any other software than provided by Myontec, (VI) Hardware from which the serial number or product label has been removed or can no longer be read, or (VII) Hardware that has been exposed to hazardous chemicals.

LIMITED WARRANTY FOR THE SERVICES AND SOFTWARES BY MYONTEC (OTHER THAN THE HARDWARE). THE SERVICES AND SOFTWARES ARE LICENSED "AS IS". IN NO EVENT DOES MYONTEC WARRANT THAT THE SERVICE, OR THE SOFTWARE OR THE DOCUMENTATION INCLUDED THEREIN, IS ERROR FREE OR THAT YOU WILL BE ABLE TO OPERATE THE SERVICE WITHOUT PROBLEMS OR INTERRUPTIONS. You are responsible for using the Service and the Mobile App in accordance with the user manuals and instructions provided by Myontec. You are responsible for making sure your mobile device is compatible with the Mobile App. You are responsible for obtaining your own data connections in order to transmit the measuring results from the Hardware to the Mobile App and Myontec is not responsible for any erroneous data due to interruptions, slowness, or other problems with your data connection. While the Service and the Mobile App may be compatible with hardware other than Myontec's Hardware, use of third party hardware will void any warranty.

TO THE EXTENT ALLOWED BY APPLICABLE LAW AND EXCEPT FOR ANY WARRANTIES EXPRESSLY SET FORTH HEREIN, MYONTEC DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES, THE SOFTWARES AND THE HARDWARE, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE (WHETHER OR NOT MYONTEC KNOWS OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE), IMPROVED PHYSICAL FITNESS OR PERFORMANCE, AND NONINFRINGEMENT, WHETHER ALLEGED, ARISING BY OPERATION OF LAW, CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING.

* In European Union (EU) and European Economic Area (ETA) the warranty is two (2) years with the exception of six months for the MShorts and the rechargeable battery.

LIMITATION OF LIABILITY

Except in respect of any liability which cannot be limited or excluded by mandatory applicable law, Myontec's liability to the end user in respect of each event or series of connected events shall not exceed the price of the products. MYONTEC SHALL NOT BE LIABLE TO THE END USER FOR ANY INCIDENTAL,

INDIRECT, COLLATERAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY (WHETHER CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE), INCLUDING LOST PROFITS, LOST DATA, OR BUSINESS OPPORTUNITY, EVEN IF ADVISED OF THE POSSIBILITY FOR SUCH DAMAGES.

Some states do not allow the exclusion of certain damages or the limitation of certain warranties. Should this be the case with the state of your residence at the time of purchase, the limitation of liabilities and exclusion of warranties set forth above shall be construed to limit Myontec's liability and to limit the warranties Myontec must give to you to the maximum extent Myontec may do so under applicable law.

Further information	www.myontec.com
Mbody support	support@myontec.com
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