

# M100 Safety & Warranty

# Important Safety & Warranty Information

# Important Health and Safety Instructions

Follow these safety instructions when using or handling your VUZIX Video Eyewear 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 this manual.
- 3. Close supervision is needed when this product is used by or near children.
- 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, THIS PRODUCT 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 large size of the video screens 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. The primary responsibility of every driver is the safe operation of his or her vehicle. Responsible drivers understand that no secondary task should be performed while driving whether it be eating, drinking, talking to passengers, or using a wearable device unless the driver has assessed the driving conditions and is confident that the secondary task will not interfere with their primary responsibility. Do not engage in any activity while driving a moving vehicle that may cause you to take your eyes off the road or become so absorbed in the activity that your ability to concentrate on the act of driving becomes impaired.

Check the laws and regulations on the use of wearable devices and their accessories in the areas where you drive. Always obey them. The use of these devices may be prohibited or restricted in certain areas. For example, only handsfree use may be permitted in certain areas.

- 7. Immersive video, whether viewed on a regular TV, a movie theater screen or a VUZIX video display, 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 if for at least 30 minutes after the symptoms have fully subsided.
- 8. Permanent or temporary hearing loss or impairment can result from excessive volume levels emitted from the headphones. Always adjust the volume to a safe level BEFORE wearing the product or headphones.
- This product when recharging may be tethered to a power outlet 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.
- 10. Do not disassemble this product. If service work is required, contact VUZIX using the Support contact information shown in this manual.
- 11. 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.
- 12. Do not let this product come in contact with liquids. Liquids can get into the product's circuits and display system leading to damage, shorts and even fire. If this product gets wet, have it checked by your service provider or contact Vuzix, even if the product appears to be working properly. Immediately unplug the product from external power sources if:
  - Liquid has been sprayed, splashed or poured on the M100 or the M100 has been immersed in a liquid.
  - Any component of the product has been dropped or damaged.
  - The product exhibits any distinct change in performance.

#### 13. Battery Safety Instructions

The battery in the smart glasses is not intended to be replaced by the consumer. If you believe the battery is damaged or needs to be replaced, check Vuzix website for technical support. 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.

#### **Care and Maintenance**

- 1. Your wearable device is a product of superior design and craftsmanship and should be treated with care. The suggestions below will help you fulfill any warranty obligations and allow you to enjoy this product for many years:
- Keep the wearable device dry. Precipitation, humidity, and liquids contain minerals that will corrode electronic circuits. If the wearable device does get wet, do not accelerate drying with the use of an oven, microwave, or dryer, because this may damage the wearable device and could cause a fire or explosion.
- 3. Avoid temperatures below 0°C / 32°F or above 45°C / 113°F.
- 4. Avoid exposing your wearable device to dust, dirt, or sand.
- 5. Do not use harsh chemicals, cleaning solvents, or strong detergents to clean the wearable device. Wipe it with a soft cloth slightly dampened in a mild soap-and-water solution. Use a camera lens blower or brush or lens cleaning paper dampened in a lens cleaning solution to clean the camera and display lens.
- 6. Do not drop, knock, or shake the wearable device. Rough handling can break internal circuit boards.
- Do not paint the wearable device. Paint can clog the device's moving parts or ventilation openings and prevent proper operation.

## **Operating Environment**

- Remember to follow any special regulations in force in any area, and always switch your wearable device off whenever it is forbidden to use it, or when it may cause interference or danger. When connecting the wearable device or any accessory to another device, read its user's guide for detailed safety instructions. Do not connect incompatible products.
- 2. Switch your wearable device off in any facility where posted notices require you to do so.
- 3. Switch your wearable device off when in any area with a potentially explosive atmosphere and obey all signs and instructions. Sparks in such areas could cause an explosion or fire resulting in bodily injury or even death. Users are advised to switch the wearable device off while at a refueling point (service station).
- 4. Users are reminded of the need to observe restrictions on the use of radio equipment in fuel depots (fuel storage and distribution areas), chemical plants, or where blasting operations are in progress. Areas with a potentially explosive atmosphere are often, but not always, clearly marked. They include below deck on boats, chemical transfer or storage facilities, vehicles using liquefied petroleum gas (such as propane or butane), areas where the air contains chemicals or particles, such as grain, dust, or metal powders, and any other area where you would normally be advised to turn off your vehicle engine. Vehicles using liquefied petroleum gas (such as propane or butane) must comply with the National Fire Protection Association.
- 5. Save these instructions for future reference.

## FCC Part 15 Information to User

Pursuant to part 15.21 of the FCC Rules, you are cautioned that changes, modifications or repairs not expressly approved by Vuzix could void your authority to operate the device.

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: 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 wearable device and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.

## **RF Exposure information**

M100 smart glasses have been tested and meet applicable limits for Radio Frequency (RF) exposure. Specific Absorption Rate (SAR) refers to the rate at which the body absorbs RF energy. SAR limits are 1.6 Watts per kilogram (over a volume containing a mass of 1 gram of tissue) in countries that follow the United States FCC limit and 2.0 W/kg (averaged over 10 grams of tissue) in countries that follow the United States FCC limit and 2.0 W/kg (averaged over 10 grams of tissue) in countries that follow the Council of the European Union limit. During testing, M100 radios are set to their highest transmission levels and placed in positions that simulate use against the head. To reduce exposure to RF energy, use the M100 without Wi-Fi connectivity turned on where possible. Cases with metal parts may change the RF performance of the device, including its compliance with RF exposure guidelines, in a manner that has not been tested or certified. The transmit range for Wi-Fi and BTLE are 2412 - 2462 MHz and 2402 - 2480 MHz respectively. The max SAR is 0.374 mW/g.

#### Vuzix Hardware Product Limited Warranty

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 (one year), beginning from the date of purchase from Vuzix or an authorized Vuzix dealer. If your Vuzix hardware product is used for rental or lease purposes 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 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 entire liability and Your exclusive remedy for any breach of warranty shall be, at Vuzix' 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 or lease 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, 2166 Brighton Henrietta Town Line Road, Rochester, New York 14623, 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.

## Important Notice

For a copy of the latest Safety & Warranty Information, go to the Downloads and Drivers page of the Vuzix web site: http://www.vuzix.com/support/downloads\_drivers.html

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