

EMPATH INTERACTIVE, INC.

ELFKINS

PRODUCT INFORMATION GUIDE

Setup Instructions
Terms of Service
Limited Warranty

REVISION 051917

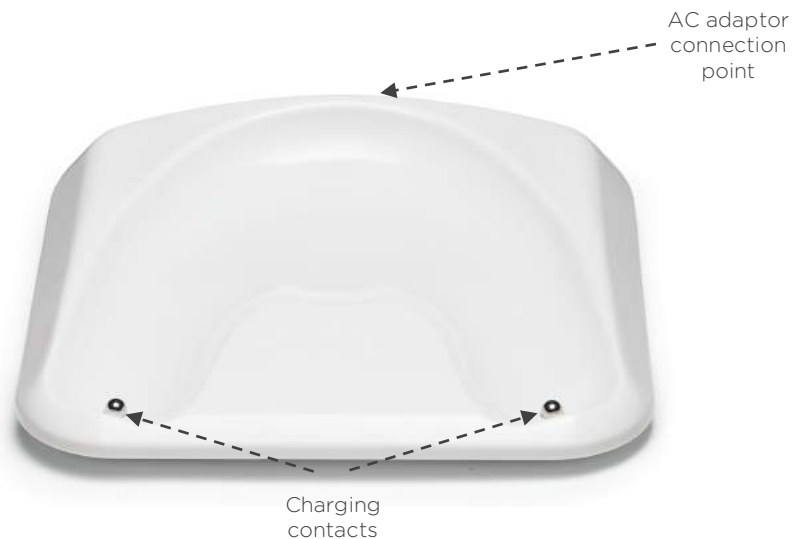
ELFKINS SETUP

Charger Base

Connect the AC adaptor to charging base and plug in to electrical outlet. Place ELFKINS device on charging base. This will automatically power on the device. Alternatively, ELKFINS may be powered on by pressing down the POWER button located at the belly button.



When placing ELFKINS device on the charging base, make sure the ELFKINS's heels are placed on the charging contacts. When the device is placed on the base correctly the ELFKINS ears will flash green to confirm charging.



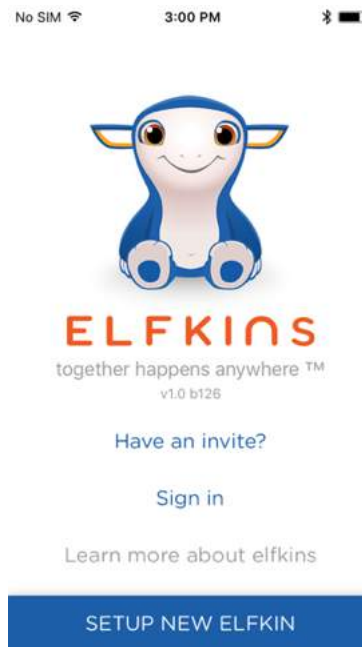
ELFKINS Device



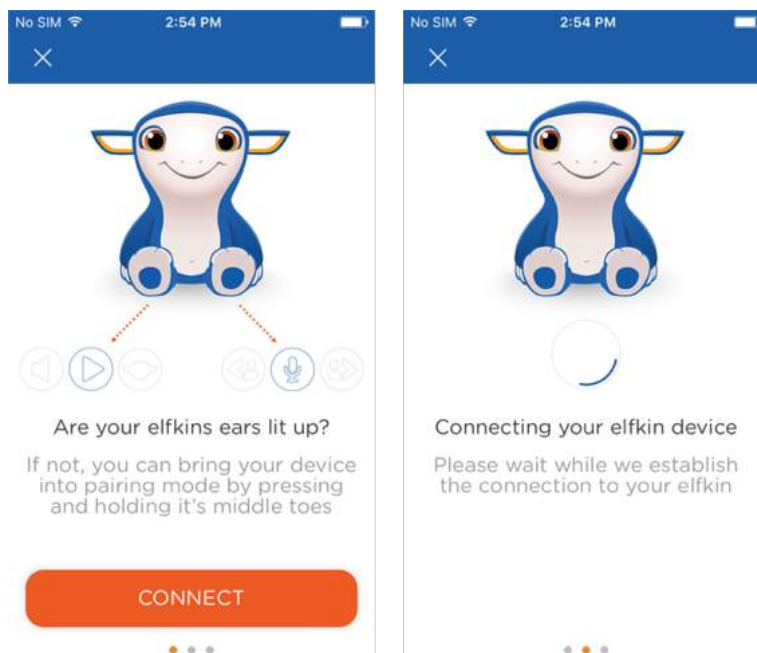
Application Download & Elfkins Setup

Download ELFKINS application on iTunes. Follow on screen instructions to set up account and provision ELFKINS device.

STEP 1: Select “SETUP NEW ELFKIN” button on app

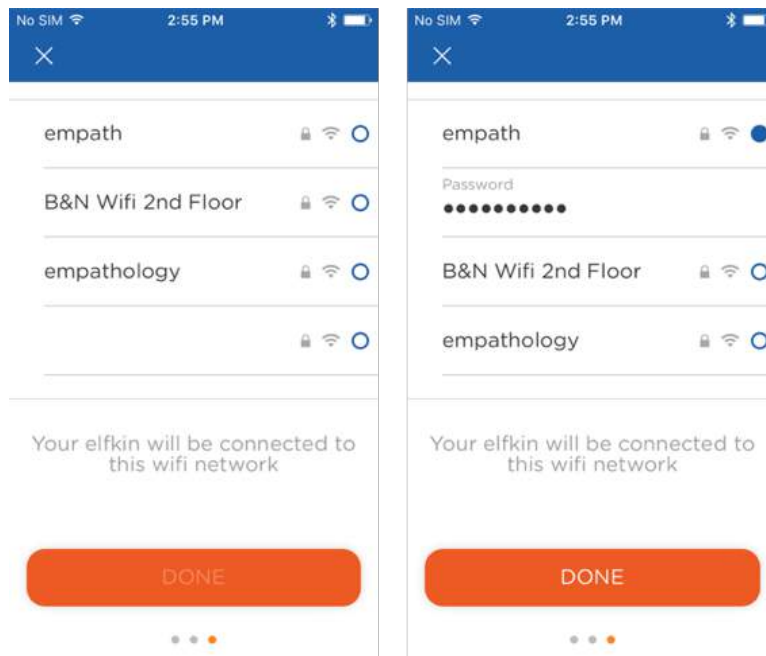


STEP 2: Connect app to ELFKINS device

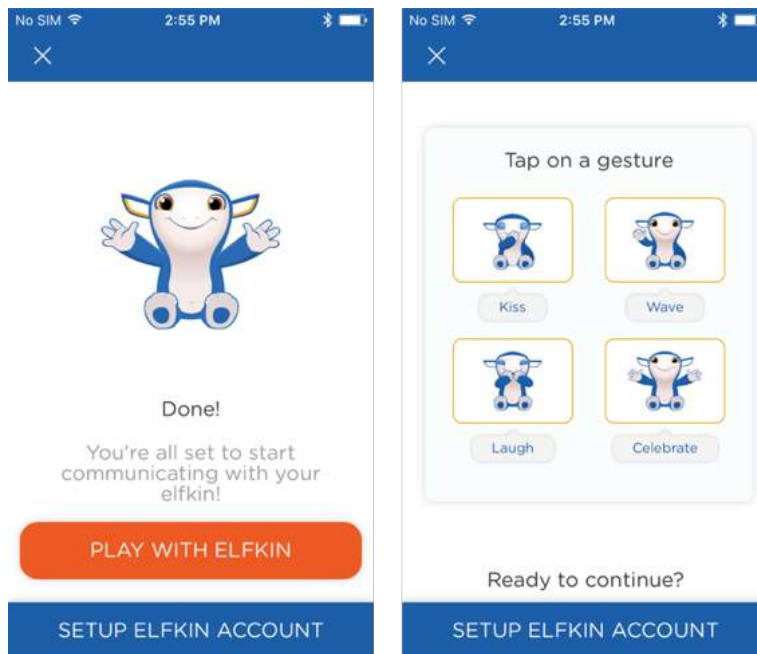


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STEP 3: Setup ELFKINS wifi network access



STEP 4: Select "PLAY WITH ELFKIN" to experience ELFKINS gestures



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STEP 5: Select “SETUP ELFKIN ACCOUNT” to set up administrative account

The screenshots show the following steps in the 'Sign up to setup Elfkin' process:

- Initial Setup:** The user is greeted with the Elfkin character and a 'Done!' message. The 'SETUP ELFKIN ACCOUNT' button is highlighted.
- Sign Up Form:** The user enters their first name (Kevin), last name (Smith), date of birth (Oct 1, 1978), email (ksmith@elfkins.com), and a password. The 'CREATE ACCOUNT' button is visible.
- Account Creation:** The user is prompted to 'Already have an account?' with a 'Sign in' link. The 'CREATE ACCOUNT' button is highlighted.
- Child Information:** The user enters the child's first name (Ethan), last name (Smith), and date of birth (May 23, 2011). The 'Male' and 'Female' gender options are shown. The 'NEXT' button is highlighted.
- Relationship Selection:** The user selects the relationship to the child (Dad). The 'Administrator title' is shown. The 'NEXT' button is highlighted.
- Final Setup:** The user is greeted with the Elfkin character and a 'You're all set!' message. The 'INVITE CONNECTIONS' button is highlighted.

TERMS OF SERVICE, LIMITED WARRANTY & OTHER LEGAL NOTIFICATIONS

1. ALWAYS READ THE ONLINE TERMS OF SERVICE AND ONLINE USER MANUAL BEFORE SET UP OR USE!

It is your responsibility to familiarize yourself with this user manual and warnings. Follow all user instructions in this manual and always use your Elfkins device properly in accordance with the instructions. By consenting to these Terms of Service, it is understood and agreed by you that you are voluntarily using Elfkins and its software, and you will follow the user instructions as it may be updated from time to time.

2. IMPORTANT SAFETY INFORMATION/USER INSTRUCTIONS AND WARNINGS:

CAUTION - The ELFKINS device contains small parts and may be hazardous to children under 3 years of age. Keep out of reach of children under 3 years old. Keep all dangerous equipment, including those using electricity or batteries, out of reach of small children

CAUTION - To prevent danger or shock hazard, keep the ELFKINS device, its charging base and wall adaptor away from rain or liquid. Do not place objects filled with liquids such as vases, near or on the ELFKINS device, charging base or wall adaptor.

CAUTION - When charging, do not connect the wall adaptor into an extension cord, receptacle, or other outlet unless the plug can be fully inserted with no part of the blades exposed. Overloaded AC outlets, extension cords, frayed power cords, damaged or cracked wire insulation, and broken plugs are dangerous. They may result in a shock or fire hazard.

CAUTION - Do not expose the ELFKINS device or wall adaptor to temperatures below freezing or above 90 degrees Fahrenheit.

CAUTION - Never tamper with, open or alter the ELFKINS device. If the ELFKINS device malfunctions or fails to perform as expected, stop using it immediately. Do not open or attempt to repair the ELFKINS device.

IMPORTANT BATTERY INFORMATION - Dispose of the ELFKINS device containing the Battery in accordance with applicable law. Do not dispose of ELFKINS or battery in fire.

POLYBAG WARNING - To avoid danger of suffocation, keep any bag away from babies and children. Do not use in cribs, beds, carriages or playpens.

CAUTION - Do not use while driving or engaging in other activities where distractions may pose a risk to you or others. [PROBABLY UNNECESSARY]

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WARNING - The Company is not responsible for any injury incurred while using ELFKINS, including the ELFKINS app. Your use of ELFKINS is at your sole risk. It is understood that you are voluntarily using ELFKINS with full knowledge that there are inherent risks in use, including but not limited to the risk of property damage or loss, and/or serious injury (including electric shock or death).

3. LIMITED WARRANTY

What Does this Limited Warranty Cover?

If the ELFKINS device fails to perform as it is described, you agree our maximum liability to you is a refund of the original purchase price within the first year of use. All features, functionality, and other specifications of ELFKINS, as well as the information contained in this online guide, are based upon the latest available information and believed to be accurate at the time of posting. We reserve the right to change our return and refund policy, our warranty and our terms of service, and to modify any information warnings or specifications without notice or obligation. If you are dissatisfied with the ELKFINS product or with these terms of service, your sole and exclusive remedy is to discontinue use and ask for a refund within the applicable time period of one year.

If ELFKINS malfunctions or fails to perform as expected at any time, you agree to stop using it immediately.

We do not expressly or otherwise guarantee or warrant ELFKINS for any specific performance. We cannot and will not assume any financial responsibility related to the quality of your experience or the child's experience while using the ELFKINS product.

Who is Covered?

This warranty is a consumer's exclusive remedy. The Company specifically disclaims all implied warranties, including warranties of merchantability, and fitness for a particular purpose. You also may have other rights by law.

Altered Product

Any ELFKINS product that has not been used as described herein, or that has been abused, altered or has nonconforming repairs or parts, is excluded from coverage.

Communications Services

Defects, damages, or the failure of ELFKINS or software due to any communication service or signal you may subscribe to or use is excluded from coverage.

Certain ELFKINS features, services and applications are network dependent and may not be available in all areas; additional terms, conditions and/or charges may apply.

4. VOID WHERE PROHIBITED

Although this website may be accessible worldwide, not all ELFKINS equipment discussed or referenced here is available to all persons or in all geographic locations or jurisdictions. In addition, restrictions may apply to its use in one location or jurisdiction as compared to other locations or jurisdictions.

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Your access is on your own initiative and at your own risk, and you are responsible for compliance with local laws, if and to the extent such local laws are applicable.

We reserve the right to limit the availability of ELFKINS to any person, geographic area or jurisdiction, at any time and in our sole discretion.

5. DISCLAIMER OF WARRANTIES, LIMITATIONS OF LIABILITY, RELEASE AND INDEMNITY

Other than is provided herein ELFKINS is provided on an “as is” and “as available” basis. To the fullest extent possible, the Company expressly disclaims all warranties of any kind, whether express, implied or statutory, including, but not limited to the implied warranties of merchantability, and fitness for a particular purpose.

The Company makes no warranty that (i) ELFKINS will meet your requirements, (ii) the service provided will be uninterrupted, timely, secure or error-free, (iii) the quality of ELFKINS or service purchased or obtained will meet your expectations.

To the maximum extent permitted by law, you expressly understand and agree that the Company will not be liable for an indirect, incidental, special, consequential, or exemplary damages, or damages for other intangible losses (even if the Company has been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, resulting from: (i) the use or the inability to use ELFKINS; (ii) unauthorized access to or alteration of your transmissions or data; (iii) statements or conduct of any third party; or (iv) any other matter relating to the use of ELFKINS.

In no event will the Company's total liability to you for all damages, losses or causes of action exceed the amount you have paid for ELFKINS, or, if greater, one hundred dollars (\$100).

You hereby agree to release, hold harmless and indemnify and defend the Company and its officers, directors, employees and agents from and against any and all liabilities, losses, damages, demands, claims, suits, actions, judgments, cause of action, assessments, costs and expenses, including, without limitation, interests, penalties, attorneys' fees, any all expenses incurred in investigating, preparing and defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation, asserted against, imposed upon, or incurred or suffered by any of them, directly or indirectly, as a result of or arising out of your use of ELFKINS, your connection with the ELFKINS app or service, your violation of these terms of service or your violation of any rights or another.

If you are a California resident, you waive California Civil Code Section 154w, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” If you are a resident of another jurisdiction, you waive any comparable or similar statute or doctrine.

Some jurisdictions have other legal requirements and, for example, do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations set forth above may not apply to you.

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TRANSFORMER DETAILS:

INPUT: 100V-240V ~ 50/60Hz 0.2A

OUTPUT: 5.0V $\overline{\text{---}}$ 1.0A

Fixed Type A plug

WARNING - To avoid damage or injury, charge only with ELFKINS provided charging base and power adapter.

FCC COMPLIANCE - 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.

WARNING - Changes or modifications to this unit not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

NOTE - This equipment has been tested 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.

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ELKFINS™

TOGETHER HAPPENS ANYWHERE™

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Manufactured in China.