

Model No. CY-WB1500-A1 SKU: HWB1500

# Basic User Safety Guidelines for pHin Wireless Bridge

IMPORTANT SAFETY INFORMATION/USER INSTR-UCTIONS FOR pHin WIRELESS BRIDGE

Model No. CY-WB1500-A1 SKU: HWB1500

DOWNLOAD THE pHin MOBILE APP AND FOLLOW ALL INSTRUCTIONS FOR SETUP OR USE.

IT IS YOUR RESPONSIBILITY TO FAMILIARIZE YOURSELF WITH THE USER MANUAL, WARNINGS AND ANY DOCUMENTATION PROVIDED TO YOU BY PHIN PRIOR TO EACH USE AND TO USE THE BRIDGE PROPERLY, INCLUDING AS FOLLOWS:

- To prevent fire or electric shock hazard, keep away from rain or moisture. The Bridge must not be exposed to dripping or splashing.
- Never use any liquid (including water) or cleaning fluid or similar chemicals on or near the Bridge. Do not spray cleaners on the Bridge. To clean simply wipe the Bridge with a soft cloth.
- Do not cover the Bridge or block the airflow to the Bridge.
- Do not expose the Bridge to temperatures below freezing.
- Do not connect the plug into an extension cord, receptacle, or other outlet unless the plug can be fully inserted with no part of the blades exposed.
- Do not overload outlets or extension cords, as this can result in a risk of fire or electric shock.
  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.
- Do not place objects filled with liquids, such as vases, near or on the Bridge.
- The Bridge is intended for indoor use only. Installation must protect device from moisture and direct sunlight.
- The Bridge may contain small parts and be otherwise hazardous to children. The Bridge is not a toy please keep out of reach of and do not allow children to play with it.
- •Never tamper with, open, alter or attempt to repair the Bridge.

• If the Bridge malfunctions or fails to perform as expected, contact us at support@phin.co.

#### **Wireless Bridge Status Indicators**

Slow flashing - the Bridge is waiting for you to set it up.

Solid light - the Bridge is setup and has internet connectivity

No light - the Bridge is setup but there is no internet connectivity.

Fast flashing - the Bridge software is updating. DO NOT UNPLUG.

Note: You will need to restore to factory settings any time you change your wireless network or credentials. To restore to factory settings, press the Reset button by inserting a pin into the small hole for 10 seconds. After the 10 seconds, the device will flash slowly 3 times and restart.

#### FCC ID: MCL-CYWB1500

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.

This Bridge 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. The Bridge 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 the Bridge does cause harmful interference to radio or television reception, which can be determined by unplugging the Bridge, the user is encouraged to try to correct the interference by one of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the Bridge and receiver.
- Connect the Bridge into a different outlet on a circuit different from that to which the receiver is connected.
- Contact support@phin.co for assistance.

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.

#### IC: 2878D-CYWB1500

This device complies with Industry Canada licence-exempt RSS standard(s). Operation is subject to the following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference, including interference that may cause undesired operation of the device.

Under Industry Canada regulations, this radio transmitter may only operate using an antenna of a type and maximum (or lesser) gain approved for the transmitter by Industry Canada. To reduce potential radio interference to other users, the antenna type and its gain should be so chosen that the equivalent isotropically radiated power (e.i.r.p.) is not more than that necessary for successful communication.

Conformément à la réglementation d'Industrie Canada, le présent émetteur radio peut fonctionner avec une antenne d'un type et d'un gain maximal (ou inf érieur) approuvé pour l'émetteur par Industrie Canada. Dans le but de réduire les risques de brouillage radioélectrique à l'intention des autres utilisateurs, il faut choisir le type d'antenne et son gain de sorte que la puissance isotrope rayonn ée équivalente (p.i.r.e.) ne dépasse pas l'intensité nécessaire à l'établissement d'une communication satisfaisante.

Le présent appareil est conforme aux CNR d'Industrie Canada applicables aux appareils radio exempts de licence. L'exploitation est autoris é e aux deux conditions suivantes : (1) l'appareil ne doit pas produire de brouillage, et (2) l'utilisateur de l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

The device must not be co-located or operating in conjunction with any other antenna or transmitter.

To comply with FCC's and Industry Canada's RF radiation exposure limits for general population/uncontrolled exposure, this device must be installed to provide a separation distance of at least 20cm from all persons.

#### pHin WIRELESS BRIDGE LIMITED WARRANTY

ConnectedYard, Inc. ("pHin") warrants to the original purchaser that your pHin wireless bridge will operate in accordance with pHin's applicable documentation under normal use in all material respects as long as you have an active, paid subscription for the pHin pool services (the "Warranty Period"). If a defect arises during the Warranty Period, your sole and exclusive remedy and pHin's sole and exclusive obligation to you, at its option will be to either (1) repair the pHin wireless bridge at no charge using new parts or parts that are equivalent to new in performance

and reliability should the hardware revision allow for such repair, (2) replace the pHin wireless bridge. This Limited Warranty is valid only in the jurisdictions where the pHin wireless bridge is sold by pHin itself or through its authorized reseller or agent, and is valid to the extent permitted by the applicable laws of such jurisdictions. Any pHin wireless bridge that has either been repaired or replaced under this Limited Warranty will be covered by the terms of this Limited Warranty for the remaining Warranty Period.

This Limited Warranty applies only to the original purchaser of pHin wireless bridge that was purchased from an authorized retailer or sales channel and manufactured by or for pHin that can be identified by an authorized "pHin" trademark, trade name, or logo affixed to it. Without limiting the foregoing, the Limited Warranty does not apply to any (a) pHin products and services other than the pHin wireless bridge, (b) non-pHin hardware product, including without limitation any knock off or counterfeit version of a pHin wireless bridge, or (c) pHin wireless bridges that is, or pHin reasonably believes to be, stolen, or (d) pHin wireless bridges with unsupported hardware revisions. Further, this Limited Warranty does not apply if you do not have an active, paid subscription to the pHin pool service, as the pHin wireless bridge will not function without such subscription service.

This Limited Warranty does not apply to a pHin wireless bridge or part of the pHin wireless bridge that has been altered or modified (e.g. to alter functionality or capability) by anyone who is not a representative of pHin. In addition, the Limited Warranty does not cover damage to the pHin wireless bridge (or any part thereof) due to problems caused by your or a third party's negligence, abuse or misapplication, other external causes (including, without limitation, third party hardware or software, accident, abuse, misuse, problems with electrical power, servicing or modifications not authorized by pHin) or usage not in accordance with these terms or any other documentation provided by pHin. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty.

To obtain warranty service, please contact pHin at support@phin.co. Proof of purchase may be required to verify eligibility. pHin may restrict warranty service for pHin wireless bridges to the country where pHin or its authorized distributors originally sold the pHin wireless bridge. No pHin reseller, agent, or employee is authorized to make any modification, extension, or addition to this Limited Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

### DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE USE OF THE BRIDGE IS AT YOUR SOLE RISK. THE BRIDGE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT POSSIBLE, PHIN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IF WE CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES, PHIN ALSO LIMITS THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES OR CONDITIONS TO THE DURATION OF THIS LIMITED WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE.

PHIN MAKES NO WARRANTY THAT (I) THE BRIDGE WILL MEET YOUR REQUIREMENTS, (II) THE BRIDGE OPERATION WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE QUALITY OF THE BRIDGE WILL MEET YOUR EXPECTATIONS.

IT IS UNDERSTOOD THAT YOU ARE VOLUNTARILY USING THE BRIDGE WITH FULL KNOWLEDGE THAT THERE ARE INHERENT RISKS IN USING IT AND YOU ASSUME AND ACCEPT ANY AND ALL RISKS THAT MAY BE ASSOCIATED WITH USE OF THE BRIDGE, INCLUDING BUT NOT LIMITED TO THE RISK OF PROPERTY DAMAGE OR LOSS, AND/OR SERIOUS INJURY (INCLUDING ELECTRIC SHOCK OR DEATH).

TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF pHin 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 THE BRIDGE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES: (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY: OR (V) ANY OTHER MATTER RELATING TO THE USE OF THE BRIDGE, IN NO EVENT WILL pHin'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID pHin IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

IF YOU ARE DISSATISFIED WITH THE BRIDGE OR ANY PORTION OF THE SERVICES PROVIDED IN CONNECTION THEREWITH OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE BRIDGE.

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.

#### RELEASE AND INDEMNITY

You hereby agree to hold harmless and indemnify and defend pHin and its officers, directors, employees and agents from and against any and all liabilities, losses, damages, demands, claims, suits, actions, judgments, causes of action, assessments, costs and expenses, including, without limitation, interests, penalties, attorneys' fees, any and 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 the Bridge.

If you are a California resident, you waive California Civil Code Section 1542, 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 statute or doctrine.

#### APPLICABLE LAW

This Limited Warranty shall be governed by the laws of the State of California, USA, without giving effect to any conflict of laws or principles that may provide the application of the law of another jurisdiction. Consumers in some jurisdictions may have legal rights under applicable national legislation governing the sale of consumer goods, including, without limitation, national laws implementing EC Directive 99/44. These rights are not affected by the warranties in this Limited Warranty.

## YOUR USE OF THE BRIDGE IS SUBJECT TO ADDITIONAL TERMS AVAILABLE BELOW, WHICH MAY BE UPDATED FROM TIME TO TIME:

This Limited Warranty does not cover software embedded in the Bridge and the services provided by pHin to owners of the Bridge. Refer to the Terms of Service (available at <a href="https://www.phin.co/legal/termsofservice.pdf">https://www.phin.co/legal/termsofservice.pdf</a>)and Privacy Policy (available at <a href="https://www.phin.co">www.phin.co</a>) accompanying the software and the pHin services terms of use for details of your rights with respect to their use.

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