

# Regulatory & Legal

**ALLY**<sup>™</sup> 1200

Whole Home Smart Wi-Fi® System

AR1200L & AEX1200L

## *Regulatory Information*

**FCC Statement and Declaration:** Amped Wireless declares that this device complies with Part 15 of the FCC Rules and Regulations. Operation of this device is subject to the following two (2) conditions:

- (1) This device may not cause harmful interference.
- (2) This device must accept any interference received, including interference that may cause undesired operation.

**FCC Notice:** 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 and correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.

- Increase the distance between the equipment and the receiver.
- Connect the equipment to 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.

**FCC Caution and Safety Notices:** Any changes or modifications (including the antennas) made to this device that are not expressly approved by the manufacturer may void the user's authority to operate the equipment. This device and its antenna(s) must not be co-located or operating in conjunction with any other antenna or transmitter. Avoid use of this product near water or during an electrical storm as there may be a remote risk of electrical shock from lightning. This product may contain lead, known to the State of California to cause cancer, and birth defects or other reproductive harm. Wash hands after handling. This device must always be used with a Listed Computer or device.

For product available in the USA/Canada market, only channel 1~11 can be operated. Selection of other channels is not possible. This device is restricted to indoor use when operated in the 5.15 to 5.25 GHz frequency range.

FCC requires this product to be used indoors for the frequency range 5.15 to 5.25 GHz to reduce the potential for harmful interference to co-channel Mobile Satellite systems.

**FCC Radiation Exposure Statement:** This equipment complies with FCC radiation exposure limits set forth for an uncontrolled environment. This equipment should be installed and operated with minimum distance 21 cm between the radiator & your body.

The antennas used for this transmitter must be installed to provide a separation distance of at least 21 cm from all persons and must not be co-located or operating in conjunction with any other antenna or transmitter.

**Industry Canada Statement:** This device complies with Industry Canada license-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.

**Radiation Exposure Statement:** This equipment complies with IC radiation exposure limits set forth for an uncontrolled environment. This equipment should be installed and operated with minimum distance 23 cm between the radiator and your body.

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

For product available in the USA/Canada market, only channel 1~11 can be operated. Selection of other channels is not possible.

The device for operation in the band 5150–5250 MHz is only for indoor use to reduce the potential for harmful interference to co-channel mobile satellite systems.

**Déclaration d'Industrie Canada :** *Le présent appareil est conforme aux CNR d'Industrie Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée 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.

**Déclaration d'exposition à la radiation :** Cet équipement respecte les limites d'exposition aux rayonnements IC définies pour un environnement non contrôlé. Cet équipement doit être installé et mis en marche à une distance minimale de 23 cm qui sépare l'élément rayonnant de votre corps.

L'émetteur ne doit ni être utilisé avec une autre antenne ou un autre émetteur ni se trouver à leur proximité.

Pour les produits disponibles aux Etats-Unis / Canada du marché, seul le canal 1 à 11 peuvent être exploités. Sélection d'autres canaux n'est pas possible.

Les dispositifs fonctionnant dans la bande 5150-5250 MHz sont réservés uniquement pour une utilisation à l'intérieur afin de réduire les risques de brouillage préjudiciable aux systèmes de satellites mobiles utilisant les mêmes canaux.

## ***LEGAL NOTICES & DISCLAIMERS***

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Product wireless range specifications are based on performance test results. Actual performance may vary due to differences in operating environments, building materials and wireless obstructions. Performance may increase or decrease over the stated specification. Wireless coverage claims are used only as a reference and are not guaranteed as each wireless network is uniquely different.

Maximum wireless signal rates are derived from IEEE 802.11 standard specifications. Actual data throughput may vary as a result of network conditions and environmental factors.

Wi-Fi Range Extenders may not work with non-standard Wi-Fi routers or routers with altered firmware or proprietary firmware, such as those from third party sources or some Internet service providers. May not work with routers that do not comply with IEEE or Wi-Fi standards.

## Software Licenses / Disclaimers

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## **Dispute Resolution / Arbitration**

This section describes how you agree to resolve any disputes with Amped Wireless regarding these Terms of Use or your purchase of any product from Amped Wireless and your use of that product. You and Amped Wireless agree to the following resolution process.

To begin with, you agree that any claim that you might have against us regarding these Terms of Use or your purchase of any Amped Wireless product or use of that product must be resolved through binding arbitration before the American Arbitration Association using its Commercial Arbitration Rules. The arbitrator shall have exclusive authority to the extent permitted by law to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of our agreement, including, but not limited to, any claim that all or part of this agreement is void or voidable. The arbitrator shall also have exclusive authority to the extent permitted by law to decide the arbitrability of any claim or dispute between you and Amped Wireless.

Because we prefer to resolve our issues with you directly, you agree to arbitrate with Amped Wireless only in your individual capacity, not as a representative or member of a class. As such, your claims may not be joined with any other claims and there shall be no authority for any dispute to be arbitrated on a class-action basis or brought by a purported class representative.

It is important that you understand that the arbitrator's decision will be binding and may be entered as a judgment in any court of competent jurisdiction. If the arbitrator rules against Amped Wireless, in addition to accepting whatever responsibility is ordered by the arbitrator, we will reimburse your reasonable attorneys' fees and costs.

It's important to us that we address any issues you might have promptly. To help us do that, you agree to begin any arbitration within one year after your claim arose; otherwise, your claim is waived.

Unless you and Amped Wireless agree otherwise, any arbitration hearings will take place in the county where you reside. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

If your claim against Amped Wireless is for less than \$10,000, Amped Wireless will pay all arbitration fees. If your claim against Amped Wireless is for \$10,000 or more, you are responsible for paying your own portion of the fees set forth in the AAA's fee schedule for consumer disputes, and Amped Wireless will pay all remaining arbitration fees. If you believe you cannot afford the AAA's fee, you may apply to the AAA for a waiver.

As an exception to this arbitration agreement, Amped Wireless is happy to give you the right to pursue in small claims court any claim that is within that court's jurisdiction as long as you proceed only on an individual basis.

We would hope that our customer service agents could resolve any disputes you have with us without resorting to arbitration. Before initiating any arbitration proceeding, you agree to first discuss the matter informally with Amped Wireless for at least 30 days. To do that, please send your full name and contact information, your concern and your proposed solution to the contact listed below.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules.

The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

**Contact:**

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