



**Complete and FAX or Email to:**

Smart Monitor, 6203 San Ignacio Ave #112, San Jose, CA 95119 | Phone (408) 754.1695 FAX (408) 754-8629 **Credit Card Form**  
I, \_\_\_\_\_ Authorize Smart Monitor to charge my credit card for this purchase:

SmartWatch® Silver Activation Fee- \$149  Silver monthly service fee ~~\$29.99~~ \$19.99/month\*  Std. Shipping USA \$30

SmartWatch® Gold Activation Fee- \$199  Gold monthly service fee ~~\$49.99~~ \$29.99/month\*  Expedited Shipping USA \$50

\* SmartWatch will not function without a monthly service plan  Other Shipping \$ \_\_\_\_\_ \*\*

\*\* For International Shipments, please contact us for a quote @ info@smart-monitor.com

**PROMO/ReferralCode** \_\_\_\_\_

**Band Selection:** \_\_\_\_\_

Credit Card Type \_\_\_\_\_

**Black Watch**  **White Watch**

Name on Card \_\_\_\_\_

Phone No \_\_\_\_\_

Credit Card Number \_\_\_\_\_

If Ship to Address is Different from Billing Address:

Card CV2 # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Ship To \_\_\_\_\_

Billing Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Billing Zip Code \_\_\_\_\_

Zip Code \_\_\_\_\_

EMAIL Address \_\_\_\_\_

Smart Watch User name \_\_\_\_\_ Age \_\_\_\_ M \_\_\_\_ F \_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**To be filled out by Smart Monitor** Serial No. Shipped \_\_\_\_\_

**Subscriber Agreement** This Subscriber Agreement (the "Agreement") is made and entered into as of the date signed below by Subscriber (the "Effective Date"), by and between Smart Monitor Corp. ("Smart Monitor" or "Company"), and the Subscriber identified on the signature page hereof ("Subscriber" or "you").

**Correct Usage of SmartWatch®** is set forth in the SmartWatch® User Manual and the SmartWatch app user guide, shipped with the product.

**Terms and Conditions**

Access to and use of the SmartWatch® and the Smart Monitor website both within the USA and internationally is provided by Smart Monitor on the following terms:

By using the product or the site you agree to be bound by these terms, which shall take effect immediately on your receipt of product or first use of the web site. Smart Monitor may change these terms from time to time and so you should check these terms regularly. Your continued use of the product and/or site will be deemed acceptance of the updated or amended terms. If you do not agree to the changes, you should cease using the product and /or site.

Smart Monitor may change these terms from time to time and so you should check these terms regularly. Your continued use of the site will be deemed acceptance of the updated or amended terms. If you do not agree to the changes, you should cease using the product and /or web site. If you do not agree to abide by any modified version of these terms of use then you are not authorized to use this web site. If there is any conflict between these terms and specific local terms appearing elsewhere on the site then the latter shall prevail.

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#### **Orders**

All orders placed are subject to Smart Monitor's acceptance, which is in its sole discretion. Without limitation, this means that Smart Monitor may refuse to accept or may cancel any order, whether or not the order has been confirmed, for any or no reason, in its sole discretion, and without liability to you or any third party. If your credit card has already been charged for an order that is subsequently cancelled, Smart Monitor shall issue a credit to your credit card account.

Smart Monitor will ship your order within 2 business days after the order has been placed assuming all ordered items are in stock. If you have ordered multiple items and some items are on backorder, we will hold the shipment until all items become available. This shipment will be delivered using the shipment method originally selected with the order.

#### **Returns**

If the SmartWatch is returned within 30 days of purchase in original condition, Smart Monitor will issue you a refund of the activation fee minus a \$100 programming fee, based on your payment method. Products must be packed in their original packaging and include all accessories, manuals, and documentation. Please contact Customer Support prior to returning any product to receive a Return Authorization form. You will be responsible for, and pre-pay, all return shipping charges and shall assume all risk of loss or damage to product while in transit to Smart Monitor. We recommend that you use a traceable method of shipping for your protection.

#### **Limited Warranty and Disclaimer**

Unless otherwise set forth in a separate limited warranty description included with the Smart Monitor Hardware, Smart Monitor warrants that Smart Monitor Hardware is free of defects in materials and workmanship under normal use and service ("Limited Warranty") for as long as your account is current and up to date. This warranty is only valid for the original subscriber and the subscriber must provide proof of purchase. The subscriber will be responsible for, and pre-pay, all return shipping charges and shall assume all risk of loss or damage to product while in transit to Smart Monitor. We recommend that you use a traceable method of shipping for your protection. If a defect covered by this Limited Warranty occurs during the period of your account being current, Smart Monitor will, at its option, repair or replace the entire unit or refund the original subscriber price. The foregoing remedies are subscriber's sole and exclusive remedy and Smart Monitor's sole and exclusive liability for breach of the Limited Warranty.

This Limited Warranty is subject to compliance with the applicable user guides for the Smart Monitor Hardware and does not apply to normal wear and tear or damage caused by improper or incorrectly performed maintenance, negligence, accident, misuse or unreasonable use, modification, tampering, or any other causes not related to design, materials or workmanship. This Limited Warranty excludes replaceable batteries.

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## **The SmartWatch:**

- Can alert upon certain types of repetitive shaking motion
- CANNOT predict or warn about impending seizures, and is NOT a cure of therapy for seizures
- Makes no claims about being able to detect and alert upon any kind of seizure
- May also alert upon certain repetitive movements such as clapping, shaking a bottle, brushing teeth, and other activities that fall within the spectrum of motions the watch is set to detect.

## **Indemnity**

You agree to indemnify, defend, and hold harmless Smart Monitor, its officers, directors, employees, agents, licensors and suppliers from and against all claims, losses, expenses, damages and costs, including, without limitation, reasonable attorneys' fees, arising from or relating in any way to your use of this product and/or web site.

## **Not for Medical Use**



Purchaser agrees that the SmartWatch and Equipment is provided for informational and tracking purposes only and is not a substitute for professional diagnosis, treatment or other medical advice which should be sought from your physicians and professional healthcare providers. If you are having a medical emergency, do not rely on your SmartWatch and Equipment – dial 911 or contact your doctor and healthcare providers immediately.

**Privacy**

The terms of use regarding the handling of personally identifiable information and other information provided by you in connection with our web sites is described in our Privacy Policy. This document is available on our website. Please review before signing this document.

**Cloud Service**

A major component of the SmartWatch is our cloud service. This allows you to access data regarding your account, payment history, event history, including location (Premium only). This information may be accessed online by creating an account with a unique User ID and password. Please review the privacy policy located on our website regarding this feature.

**General**

You agree that any notice, agreement, disclosure or other communication that Smart Monitor sends you electronically will satisfy any legal communication requirements, including that such communications be in writing.

If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive and continue to be binding and enforceable.

These terms shall be governed by and interpreted in accordance with the laws of the state and federal courts located in the Commonwealth of California, County of Santa Clara, which shall have exclusive jurisdiction over any disputes

I acknowledge that I have read and accepted the Terms & Conditions from Smart Monitor regarding the subscription of the SmartWatch.

Agreed as to the above:

**Subscriber/Parent/Guardian**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_