

User Agreement and Warranty for Liquivision LYNX™ dive computer, T1™, T2™ and U-2™ tank transmitters, L1™ location transmitter and Enlightened™ PC Interface)

► **IMPORTANT NOTICE**

THIS USER AGREEMENT AND WARRANTY (THIS “AGREEMENT”) IS AN AGREEMENT BETWEEN YOU AND LIQUIVISION PRODUCTS INC. (“LIQUIVISION”) AND GOVERNS YOUR USE OF EACH OF THE FOLLOWING ITEMS IF PURCHASED OR OTHERWISE ACQUIRED BY YOU AS SET FORTH IN THIS AGREEMENT: LIQUIVISION LYNX™ AIR INTEGRATED DIVE COMPUTER (“LYNX DIVE COMPUTER”), T1™ TANK TRANSMITTERS, T2™ TANK TRANSMITTERS, U-2™ TANK TRANSMITTERS, L1™ LOCATION TRANSMITTERS, LYNX™ SOFTWARE AND ENLIGHTENED™ PC INTERFACE (EACH A “LYNX PRODUCT”). THIS AGREEMENT ALSO SETS OUT LIQUIVISION’S WARRANTY OF EACH LYNX PRODUCT, EXCLUSIONS AND LIMITATIONS OF LIQUIVISION’S LIABILITY, PROVISIONS GOVERNING THE RESOLUTION OF DISPUTES, AND OTHER IMPORTANT PROVISIONS. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THIS AGREEMENT, YOU MUST NOT USE A LYNX PRODUCT AND YOU MAY RETURN THE LYNX PRODUCT TO LIQUIVISION OR THE AUTHORIZED LIQUIVISION DEALER FROM WHICH YOU PURCHASED THE LYNX PRODUCT FOR A FULL REFUND WITHIN 30 DAYS AFTER THE DATE OF PURCHASE. IF YOU USE A LYNX PRODUCT, YOU ARE DEEMED TO HAVE AGREED TO THIS AGREEMENT AS IT APPLIES TO THE LYNX PRODUCT.

YOU MUST READ THE ENTIRE USER MANUAL FOR EACH LYNX PRODUCT BEFORE USING THE LYNX PRODUCT. INCORRECT USE OF A LYNX PRODUCT OR ITS ACCESSORIES WILL INVALIDATE THE APPLICABLE WARRANTY AND CAN CAUSE PERMANENT DAMAGE TO THE LYNX PRODUCT OR ITS ACCESSORIES.

1. Important Warnings

THE LYNX DIVE COMPUTER, T1, T2 OR U-2 TANK TRANSMITTERS AND L1 LOCATION TRANSMITTER ARE INTENDED TO BE ONLY A SECONDARY SOURCE OF DECOMPRESSION, TANK PRESSURE AND LOCATION INFORMATION, TO BE USED IN CONJUNCTION WITH ANOTHER (PRIMARY) SOURCE OF TANK PRESSURE, ANOTHER (PRIMARY) DECOMPRESSION PLANNING TOOL AND ANOTHER (PRIMARY) NAVIGATION INSTRUMENT. THE LYNX DIVE COMPUTER, T1, T2 OR U-2 TANK TRANSMITTERS AND L1 LOCATION TRANSMITTERS CAN STOP FUNCTIONING OR PROVIDE INACCURATE INFORMATION, WITHOUT WARNING, DUE TO VARIOUS FACTORS (INCLUDING DEFECTS OR SOFTWARE BUGS). YOU SHOULD USE AN ADDITIONAL (PRIMARY) SOURCE OF TANK PRESSURE AT ALL TIMES. ALWAYS USE A FIRST STAGE WITH TWO HIGH-PRESSURE PORTS, ONE FOR AN ANALOG SUBMERSIBLE PRESSURE GAUGE (SPG) AND ONE FOR THE T1, T2 OR U-2 TANK TRANSMITTER. YOU MUST ALWAYS HAVE A PLAN TO HANDLE A FAILURE OF THE LYNX DIVE COMPUTER, T1, T2 OR U-2 TANK TRANSMITTERS OR L1 LOCATION TRANSMITTER DURING YOUR DIVE. DO NOT RISK YOUR LIFE ON ONLY ONE SOURCE OF INFORMATION.

YOU SHOULD ALWAYS CHECK FOR SOFTWARE UPDATES (www.liquivision.com/downloads/ES_SoftwareDownloads.php) AND INSTALL ALL APPLICABLE UPDATES EVERY TIME YOU PREPARE TO USE THE LYNX DIVE COMPUTER.

THE DECOMPRESSION SOFTWARE INCLUDED WITH THE LYNX DIVE COMPUTER IS BASED UPON THE BÜHLMANN DECOMPRESSION ALGORITHM, WITH OPTIONAL GRADIENT FACTORS. YOU MUST READ THE APPLICABLE USER MANUAL AND FULLY UNDERSTAND THE BÜHLMANN DECOMPRESSION ALGORITHM AND GRADIENT FACTORS BEFORE YOU SET UP YOUR LYNX DIVE COMPUTER OR USE IT FOR THE FIRST TIME. USE OF THE LYNX DIVE COMPUTER AND T1, T2 OR U-2 TANK TRANSMITTERS DOES NOT GUARANTEE THAT YOU WILL NOT SUFFER DECOMPRESSION SICKNESS OR DEATH.

NEVER ATTEMPT TO PLAN OR UNDERGO A DECOMPRESSION DIVE WITHOUT PROPER TRAINING.

THE LYNX DIVE COMPUTER, T1, T2 OR U-2 TANK TRANSMITTERS AND L1 LOCATION TRANSMITTER ARE DESIGNED TO HAVE A MAXIMUM SIGNAL RANGE OF 100M/330FT IN CLEAR WATER AND WITH AN UNOBSTRUCTED LINE OF SIGHT BETWEEN THE TRANSMITTERS TO THE LYNX DIVE COMPUTER. THE ACTUAL SIGNAL RANGE WILL VARY BASED ON LOCAL CONDITIONS, AND THE SIGNAL MAY NOT BE UNINTERRUPTED OR ERROR-FREE. FACTORS THAT CAN SHORTEN SIGNAL RANGE OR AFFECT SIGNAL RECEPTION INCLUDE WATER TURBIDITY, PHYSICAL OBSTRUCTIONS, ULTRASONIC NOISE OR ECHOES (INCLUDING ECHOES CAUSED BY CAVES OR OTHER ENCLOSED ENVIRONMENTS), AIR POCKETS OR THE ORIENTATION OF THE LYNX DIVE COMPUTER AND THE T1, T2, U-2 OR L1 TRANSMITTER. PLEASE CONSULT THE APPLICABLE USER MANUAL FOR A MORE COMPLETE LIST OF FACTORS AFFECTING SIGNAL RANGE.

YOU MUST ALWAYS STAY WITHIN THE “SAFE” DISTANCE FROM YOUR BUDDY OR DIVE GROUP! ALTHOUGH THE LYNX DIVE COMPUTER AND T1, T2 OR U-2 TANK TRANSMITTERS CAN ASSIST IN SITUATIONS OF ACCIDENTAL DIVER

SEPARATION, YOU SHOULD ALWAYS FOLLOW SAFE DIVING PRACTICES. YOU MUST ALWAYS BE CLOSE ENOUGH TO YOUR BUDDY OR DIVE GROUP SO THAT, IN AN OUT-OF-AIR SITUATION, YOU CAN SWIM TO YOUR BUDDY ON ONE FULL EXHALE AND MAKE IT IN TIME TO BREATHE SAFELY OFF YOUR BUDDY'S REGULATOR. FOR MOST PEOPLE A "SAFE" DISTANCE IS A MAXIMUM OF 6M/20FT, AND IT CAN BE MUCH SHORTER.

2. Your Risks and Responsibilities

Scuba diving, free diving and any other form of underwater diving (all of which are referred to in this Agreement as "diving") are inherently dangerous and risky activities. Even with the best training, planning and equipment, participants may be injured or die. If you choose to participate in diving, you accept the risk of injury or death and the responsibility to take all necessary steps to reduce those risks. Without limiting the foregoing, it is your sole responsibility to:

- obtain appropriate training;
- conduct the appropriate pre-dive checks (details in the Lynx-AI user manual) for the LYNX dive computer and each T1, T2, U-2 or L1 transmitter each time before you use the LYNX dive computer or T1, T2, U-2 or L1 transmitters, including installing all available software updates on the LYNX dive computer, checking battery voltage for the LYNX dive computer and each T1, T2, U-2 or L1 transmitter, verifying that each T1, T2 or U-2 transmitter is properly mounted on the correct tank, and that the L1 transmitter is turned on prior to use;
- obtain, maintain and conduct appropriate pre-dive tests and checks of appropriate diving equipment, including redundant and back-up equipment to compensate for equipment failures while diving;
- plan your dive in advance and prepare and keep with you a dive plan;
- dive only within your abilities and experience and in accordance with your dive plan; and
- practice safe diving techniques, including not diving alone and always staying within the "safe" distance between you and your buddy.

You also have the other responsibilities set out in this Agreement.

3. LYNX Products

The LYNX™ family of products includes the following products (each of which is a "LYNX Product"):

- LYNX™ dive computer (which includes a pre-installed copy of Liquivision's decompression software, which must be activated in accordance with the procedure set forth in the applicable User Manual);
- T1™, T2™ and U-2™ tank transmitters (which includes embedded software);
- L1™ location transmitters (which includes embedded software);
- Enlightened™ PC interface hardware and Enlightened™ PC interface software.

A LYNX Product may also be sold with, and include, accessories (such as a wrist strap, bungee cord or USB cable).

This Agreement applies to each LYNX Product that you purchase or acquire as set forth in section 7 of this Agreement.

When you purchase a LYNX Product, you become the owner of the hardware components of the LYNX Product and you acquire a limited license to use the software components of the LYNX Product, but you do not acquire any intellectual property rights in the LYNX Product or any of its components. All of those intellectual property rights remain the sole and exclusive property of Liquivision and its licensors.

4. License to LYNX Software

4.1. License: Subject to the provisions of this Agreement, Liquivision grants you a license to use the software components of each LYNX Product that you purchase (collectively, "LYNX Software") in accordance with this Agreement. The license is non-exclusive, personal to you, non-sublicensable, non-transferrable (except as expressly set forth in section 7) restricted and limited, and subject to the provisions of this Agreement. The license to use LYNX Software allows you to install and use Software only on one of the following LYNX Products that you purchased and for which you can produce a valid receipt, as applicable: (a) the specific compatible LYNX diver computer hardware unit bearing the serial number registered by you on www.liquivision.com; (b) the specific compatible T1, T2, U-2 or L1 transmitter; or (c) the compatible

Enlightened PC interface. The license to use LYNX Software commences on the date that you activate the LYNX Software on www.liquivision.com.

4.2. **Restrictions and Requirements:** Except to the extent expressly permitted by applicable law, you will not, directly or indirectly: (a) use, disclose, or provide or permit access to or use of LYNX Software except as expressly permitted in this Agreement; (b) copy, reproduce, translate, modify, enhance or improve LYNX Software; (c) create derivative works from LYNX Software or merge, embed or combine LYNX Software with any other software or materials; (d) reverse engineer, disassemble, decompile, convert into human-readable form, or otherwise attempt to access or derive the source code of LYNX Software; (e) license, sublicense, sell, resell, lend, lease, loan, rent, share, transfer, assign, pledge, publish, transmit, publicly display or perform, distribute, create any interest in, or otherwise give or make available per permit access to or use of LYNX Software or its functionality or any results of its use to or for the benefit of any other person, with or without charge; (f) alter, attempt to circumvent, destroy, obscure, conceal, modify or remove any notices (including trademark and copyright notices), proprietary codes or locks, means of identification, digital rights tools or management information, or agreements on, in or in relation to LYNX Software; or (g) permit or assist any person to use LYNX Software in a way that would constitute an infringement of Liquivision's rights or a breach of this Agreement if done by you.

4.3. **Ownership:** You acknowledge and agree that Liquivision retains all rights, title and interests (including intellectual property rights) throughout the world in, to and associated with LYNX Software, including all copies of LYNX Software provided to you. LYNX Software is licensed (not sold) for limited purposes to you. LYNX Software and related intellectual property rights are protected by intellectual property laws and treaties throughout the world. You will not acquire any right, title or interest in, to or associated with LYNX Software pursuant to this Agreement or otherwise. Notwithstanding any other provision of this Agreement, under no circumstances will Liquivision be obligated to provide, nor will you be entitled to receive, obtain or access, any source (human readable) code for LYNX Software. All rights not expressly granted under this Agreement are reserved to Liquivision.

5. **Limited Warranty**

5.1. **Warranty:** Subject to the provisions of this Agreement (including the applicable performance criteria specified in section 5.3 and the limitations and exclusions in sections 5.5), Liquivision warrants that each hardware component of a LYNX Product (excluding batteries) will be free from defects in materials or workmanship throughout the applicable Warranty Period specified in section 5.2 (the "**Warranty**").

5.2. **Warranty Periods:** The Warranty Period is as follows:

- two (2) years for the hardware components of the LYNX dive computer;
- two (2) years for the hardware components of each T1 or U-2 tank transmitter;
- two (2) years for the hardware components of each L1 location transmitter;
- two (2) years for the hardware components of Enlightened PC interface; and
- two (2) years for accessories, including wrist straps, bungee cords, and USB cables.

In each case, the Warranty Period begins on the earlier of: (a) seven (7) days after the date that the warranted LYNX Product was purchased from Liquivision or an authorized Liquivision dealer (a "**Dealer**"); or (b) the date that you first register the warranted LYNX Product through the Liquivision website. If you make a warranty claim, you must provide Liquivision with proof of purchase of the warranted LYNX Product, and failure to do so will result in denial of your warranty claim.

5.3. **Performance Criteria:** For the purpose of the Warranty, each of the following LYNX Products will be deemed to comply with the Warranty if they perform as follows:

- A LYNX dive computer with a fully and properly charged battery and using any one (1) of its sensors can receive every transmission of data from a T1 transmitter over a distance of 60 cm in air (which approximates a distance of 50 meters in water) for a period of one (1) minute.
- A LYNX dive computer with a fully and properly charged battery and using any one (1) of its sensors can receive every transmission of data from a T2, U-2 or L1 transmitter over a distance of 15cm in air (which approximates a distance of 50 meters in water) for a period of one (1) minute.
- A T1 or U-2 tank transmitter reading of dive tank pressure (wirelessly relayed to and displayed on a LYNX dive computer) will be accurate within +/- 100 PSI when compared to the average of two (2) pressure readings made using two (2) of any of the following devices: a digital pressure gauge, a T1 or U-2 transmitter, or any other brand of transmitter and computer.

- A T1 tank transmitter with a fully and properly charged battery can transmit data every 4 seconds to a LYNX dive computer over a distance of 60cm in air (which approximates a distance of 50 meters in water) for a period of one (1) minute.
- A T2 or U-2 tank transmitter with a fully and properly charged battery can transmit data every 4 seconds to a LYNX dive computer over a distance of 15cm in air (which approximates a distance of 50 meters in water) for a period of one (1) minute.
- An L1 location transmitter with a fully and properly charged battery can transmit data every 2-3 seconds to a LYNX dive computer over a distance of 15cm in air (which approximates a distance of 50 meters in water) for a period of one (1) minute.

5.4. **Remedy:** In the event of a breach of the Warranty regarding a LYNX Product (the “**Defective Product**”), Liquivision’s sole liability and obligation to you, and your sole right and remedy against Liquivision, is for Liquivision, at its option, to either: (a) repair or replace the Defective Product; or (b) refund the purchase price for the Defective Product. If Liquivision repairs or replaces a Defective Product, the repaired or replacement Defective Product is subject to the Warranty for the remainder of the original Warranty Period of the repaired or replaced Defective Product or three (3) months from the date of repair or replacement, whichever is longer. Any part removed from a Defective Product during repair and any Defective Product that is replaced or for which a refund is given by Liquivision, or by a Dealer on behalf of Liquivision, under the Warranty becomes the property of Liquivision. In fulfillment of the Warranty, Liquivision and its Dealers may use parts that are new, equivalent to new or reconditioned in the repair of a Defective Product, and may provide a new, equivalent to new or reconditioned Defective Product in replacement of another Defective Product. Neither Liquivision nor any of its Dealers will be liable to compensate you for any loss of use of a Defective Product as a result of any Warranty claim, including as a result of any delay in the repair or replacement of a Defective Product.

5.5. **Warranty Limitations and Exclusions:** The Warranty regarding a LYNX Product is subject to the following limitations and exclusions:

- The Warranty applies only if you purchase the LYNX Product from Liquivision or a Dealer or you acquire the LYNX Product from a person who originally purchased the LYNX Product from Liquivision or a Dealer.
- The Warranty for the LYNX dive computer applies only if the LYNX dive computer is used while worn by a human being diving to a depth not exceeding 200 metres (656 feet). The Warranty is void in the event of any other use.
- The Warranty for the T1 or U-2 tank transmitter applies only if the T1 or U-2 tank transmitter is used while installed on a tank worn by a human being diving to a depth not exceeding 200 metres (656 feet) or lowered on a line to a depth not exceeding 200 metres (656 feet), and only if the tank is pressurized to a maximum pressure of 5150 PSI (350 BAR). The Warranty is void in the event of any other use.
- The Warranty for the L1 location transmitter applies only if the L1 location transmitter is lowered on a line to a depth not exceeding 200 metres (656 feet). The Warranty is void in the event of any other use.
- The Warranty for the Enlightened PC interface or any accessories (cables, attachments and accessories) included with the Enlightened PC interface does not apply to damage caused by exposure to water. Any exposure of those items to water will void the Warranty in respect of those items.
- The LYNX Product must be used in accordance with the applicable User Manual. The Warranty does not apply to defects or damage caused by: (a) misuse, neglect or improper or rough handling (including punctures, bending, compressing or dropping of the LYNX Product); (b) any use of the LYNX Product not in accordance with the applicable User Manual; (c) use of the LYNX Product with, or connection of the LYNX Product to, any product, accessory (including USB cables), software or services not manufactured, supplied or approved by Liquivision; (d) normal wear and tear; (e) accidents, fire, power changes, other hazards, acts of God and other causes beyond the reasonable control of Liquivision; or (f) modification of the LYNX Software by any person other than Liquivision.
- The Warranty will be void if: (a) the LYNX Product has been opened, modified or repaired by any person other than Liquivision, with the exception of the opening of the battery compartment of the LYNX dive computer or T1, T2, U-2 or L1 transmitter solely for the purpose of replacing the battery in accordance with the applicable User Manual and this Agreement; (b) the serial number on the LYNX Product has been removed, erased, defaced or altered in any way or is illegible, as determined by Liquivision in its sole discretion; or (c) the LYNX Product has been exposed to chemical products, including mosquito repellents.

- The Warranty does not cover changes to the LYNX dive computer display as a result of aging or use, including display burn-in or decreased brightness over time, which are a natural result of the use or aging of the LYNX dive computer display and are not a defect. Liquivision recommends that you use the LYNX dive computer display on the lowest required brightness setting to reduce the results of display aging and use.
- The Warranty does not cover loss or damage to a LYNX dive computer or a T1, T2, U-2 or L1 transmitter as a result of improper replacement of the battery cap or inadequate maintenance of the O-rings (including dry, cracked, dirty or dusty O-rings) in the LYNX dive computer or T1, T2, U-2 or L1 transmitter.
- The Warranty does not cover loss or damage to a T1 transmitter or any equipment it may contact caused by corrosion of the T1 transmitter's stainless steel metal base.
- The Warranty does not cover erosion of the T2 or U-2 transmitter's anodizing on its threaded base, and any resulting corrosion.
- The Warranty does not cover loss or damage to a LYNX dive computer or T1 or U-2 tank transmitters caused by using the T1 or U-2 tank transmitters as a handle to lift a dive tank. The T1 or U-2 tank transmitters are not intended or designed to be used as a handle to lift a tank.
- The Warranty does not cover loss or damage to a LYNX Product caused by dropping, banging or other careless handling that damages the connections between the internal components of the LYNX Product.
- The Warranty does not cover batteries included with the LYNX dive computer or T1, T2, U-2 or L1 transmitters.
- The Warranty does not cover loss or damage to the LYNX dive computer resulting from a broken or defective wrist strap, spring pin or bungee cord.
- The Warranty does not apply to the locator feature of the LYNX dive computer, because the locator feature is an optional, free, experimental, beta upgrade that might not function properly or at all.

5.6. Warranty Procedure:

- If you believe that you have a valid warranty claim in respect of a LYNX Product, please consult the online help resources available at www.liquivision.com or referred to the applicable User Manual before submitting your warranty claim and requesting warranty service.
- If, after consulting the online help resources and the applicable User Manual, you still believe that you have a valid warranty claim, then contact either: (a) the Dealer from which you purchased the LYNX Product; or (b) Liquivision (at info@liquivision.ca) if you purchased the LYNX Product through the Liquivision website. You are responsible for all shipping costs (including insurance) incurred to send the LYNX Product to a Dealer or Liquivision and to return the repaired or replacement LYNX Product to you.
- Before you send a LYNX dive computer to Liquivision or a Dealer for warranty service, you must make back-up copies of all data that is installed or stored on the LYNX dive computer, because the data may be deleted or lost during repair of the LYNX dive computer and will not be transferred to a replacement LYNX dive computer. Neither Liquivision nor its Dealers will be liable for any loss of, damage to or corruption of, any settings, content or data that is installed or stored on a LYNX dive computer during repair or replacement.

6. **Battery - Replacement and Disclaimers**

6.1. The Battery: The LYNX dive computer and each T1, T2, U-2 and L1 transmitter are fitted with a specific brand and model of battery, details of which are contained in the applicable User Manual. You must replace or recharge the battery in your LYNX dive computer and your T1, T2, U-2 and L1 transmitter(s) as required, in accordance with the applicable User Manual and this Agreement.

6.2. Disclaimers: The following disclaimers relate to each battery and your replacement of each battery:

- LIQUIVISION IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM OR CONNECTED WITH THE LYNX DIVE COMPUTER OR A T1, T2, U-2 OR L1 TRANSMITTER POWERING OFF DURING A DIVE AS A RESULT OF INSUFFICIENT BATTERY LIFE. IT IS YOUR RESPONSIBILITY TO MONITOR BATTERY VOLTAGE AND ENSURE THE LYNX DIVE COMPUTER AND EACH T1, T2, U-2 OR L1 TRANSMITTER HAS ENOUGH BATTERY LIFE TO COMPLETE YOUR PLANNED DIVE.

- LIQUIVISION IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM OR CONNECTED WITH THE REPLACEMENT OF A BATTERY IN A MANNER THAT IS NOT EXPRESSLY AUTHORIZED OR SPECIFIED IN THE APPLICABLE USER MANUAL, INCLUDING AN INCORRECT OR FORCEFUL INSERTION OF A BATTERY CAP (WHICH CAN DAMAGE THE SCREW THREADS ON THE CAP OR IN THE LYNX DIVE COMPUTER OR A T1 TRANSMITTER).
- LIQUIVISION IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM OR CONNECTED WITH WATER SEEPING INSIDE THE BATTERY COMPARTMENT OF THE LYNX DIVE COMPUTER OR A T1, T2, U-2 OR L1 TRANSMITTER, REGARDLESS OF WHETHER OR NOT YOU HAVE EVER OPENED THE BATTERY COMPARTMENT.
- LIQUIVISION IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM OR CONNECTED WITH THE RECHARGING OR SHORTING OUT OF A BATTERY.

6.3. **Important Warning:** Never open the bottom of a T1 transmitter (near the metal base). THE T1 TRANSMITTER'S CAPACITORS ARE CHARGED TO 200 VOLTS AND OPENING THE BOTTOM OF A T1 TRANSMITTER PRESENTS A RISK OF FATAL ELECTRIC SHOCK. See the applicable User Manual for a diagram and more information.

7. Transfer of Your LYNX Product

You may sell, give, rent or lend your LYNX Product to another person, provided that you give that person this Agreement at the same time and the other person expressly agrees to this Agreement. You will not sell, give, rent or lend your LYNX Product, or otherwise permit any person to use your LYNX Product unless that person has expressly agreed to this Agreement.

If you sell or give a LYNX Product that you purchased from a Dealer, the recipient will not be entitled to submit a warranty claim unless they have your proof of purchase of the LYNX Product.

8. No Other Representations, Warranties, Conditions or Guarantees

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY SPECIFIED IN SECTION 5 IS YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY, AND LIQUIVISION'S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION TO YOU, IN CONNECTION WITH YOUR PURCHASE AND USE OF A LYNX PRODUCT, AND IS IN LIEU OF EVERY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF OR RELATING TO ACCURACY; CAPACITY; COMPLETENESS; DELAYS; DURABILITY; ERRORS; FITNESS FOR A PARTICULAR PURPOSE; LACK OF NEGLIGENCE, VIRUSES OR OTHER HARMFUL COMPONENT, ERRORS, OR INTERRUPTED SERVICE; MERCHANTABILITY; NON-INFRINGEMENT; PERFORMANCE; RESULTS; SUITABILITY; QUALITY; TIMELINESS; TITLE; SIMILARITY OR WORKMANLIKE EFFORT; ALL OF WHICH ARE HEREBY DISCLAIMED BY LIQUIVISION TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, LIQUIVISION MAKES NO REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE THAT: (A) A LYNX PRODUCT WILL FUNCTION WITHOUT INTERRUPTION OR WILL BE FREE OF ERRORS OR THAT ANY ERRORS WILL BE CORRECTED; (B) DATA PROCESSED BY A LYNX PRODUCT WILL BE ACCURATE, COMPLETE, SEQUENTIAL, OR TIMELY; (C) CERTAIN OR ANY RESULTS MAY BE OBTAINED THROUGH THE USE OF A LYNX PRODUCT; (D) THE USE OF A LYNX PRODUCT WILL BE FREE OF VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE OR DISRUPTIVE COMPONENTS; (E) THE USE OF A LYNX PRODUCT WILL NOT INFRINGE THE RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; OR (F) A LYNX PRODUCT WILL RESEMBLE OR OPERATE IN AN IDENTICAL FASHION TO ANY OTHER LYNX PRODUCT (INCLUDING WITH RESPECT TO DISPLAY BRIGHTNESS, TAP SENSITIVITY, BATTERY LIFE, TRANSMISSION DISTANCE OR COLOUR); AND LIQUIVISION DISCLAIMS ANY AND ALL LIABILITY REGARDING THOSE MATTERS TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Exclusions and Limitations of Liability

9.1. **EXCLUSIONS:** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND EXCEPT FOR THE LIMITED WARRANTY CLAIM REMEDIES EXPRESSLY SET FORTH IN SECTION 5.4, IN NO EVENT WILL LIQUIVISION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSS OR DAMAGE, OR FOR ANY LOSS OF DATA, INFORMATION, BUSINESS, MARKETS, SAVINGS, INCOME, PROFITS, USE, PRODUCTION, OR GOODWILL, ANTICIPATED OR OTHERWISE, OR ECONOMIC LOSS, ARISING FROM, CONNECTED WITH, OR RELATING TO A LYNX PRODUCT, THE USE OF A LYNX PRODUCT, THIS AGREEMENT, THE SUBJECT MATTER OF THIS AGREEMENT, OR OTHERWISE.

9.2. **NO LIABILITY FOR INJURY OR DEATH:** WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION IN THIS SECTION 9, YOU AGREE THAT YOU UNDERSTAND AND ACCEPT ALL RISKS ASSOCIATED WITH DIVING, AND THAT LIQUIVISION IS

NOT LIABLE TO YOU OR ANY OTHER PERSON (INCLUDING YOUR HEIRS, EXECUTORS AND PERSONAL REPRESENTATIVES) FOR ANY LOSS, DAMAGE, COST, EXPENSE OR CLAIM ARISING OUT OF, CAUSED BY OR RELATING TO YOUR PERSONAL INJURY OR DEATH WHILE DIVING, EVEN IF YOUR PERSONAL INJURY OR DEATH IS CAUSED, IN WHOLE OR IN PART AND DIRECTLY OR INDIRECTLY, BY A LYNX PRODUCT OR YOUR USE OF A LYNX PRODUCT, AND REGARDLESS OF WHETHER OR NOT A LYNX PRODUCT FUNCTIONED PROPERLY OR WAS DEFECTIVE IN ANY WAY. YOU HEREBY IRREVOCABLY WAIVE AND RELEASE LIQUIVISION FROM ANY LIABILITY OR OBLIGATION TO YOU OR YOUR HEIRS, EXECUTORS OR PERSONAL REPRESENTATIVES FOR ANY LOSS, DAMAGE, COST, EXPENSE OR CLAIM ARISING OUT OF, CAUSED BY OR RELATING TO YOUR PERSONAL INJURY OR DEATH WHILE DIVING, EVEN IF YOUR PERSONAL INJURY OR DEATH IS CAUSED, IN WHOLE OR IN PART AND DIRECTLY OR INDIRECTLY, BY A LYNX PRODUCT OR YOUR USE OF A LYNX PRODUCT, AND REGARDLESS OF WHETHER OR NOT THE LYNX PRODUCT FUNCTIONED PROPERLY OR WAS DEFECTIVE IN ANY WAY.

9.3. NO LIABILITY FOR DECOMPRESSION SICKNESS OR DEATH: WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION IN THIS SECTION 9, YOU ACKNOWLEDGE AND ACCEPT THAT THE LYNX DIVE COMPUTER SIMULATES THE ABSORPTION OF NITROGEN INTO THE BODY BY USING A MATHEMATICAL MODEL ONLY, AND DOES NOT GUARANTEE THAT YOU WILL NOT SUFFER DECOMPRESSION SICKNESS OR DEATH, AND THAT LIQUIVISION IS NOT LIABLE TO YOU OR ANY OTHER PERSON (INCLUDING YOUR HEIRS, EXECUTORS AND PERSONAL REPRESENTATIVES) IF YOU SUFFER DECOMPRESSION SICKNESS OR DEATH.

9.4. NO LIABILITY FOR DECOMPRESSION INFORMATION: WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION IN THIS SECTION 9, YOU ACKNOWLEDGE AND ACCEPT THAT A LYNX DIVE COMPUTER IS NOT INTENDED TO BE A PRIMARY SOURCE OF DECOMPRESSION INFORMATION, AND THAT LIQUIVISION IS NOT LIABLE TO YOU OR ANY OTHER PERSON (INCLUDING YOUR HEIRS, EXECUTORS AND PERSONAL REPRESENTATIVES) IF YOU SUFFER INJURY OR DEATH AS A RESULT OF RELYING ON THE DECOMPRESSION INFORMATION PROVIDED BY A LYNX DIVE COMPUTER.

9.5. NO LIABILITY FOR TANK PRESSURE INFORMATION: WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION IN THIS SECTION 9, YOU ACKNOWLEDGE AND ACCEPT THAT A LYNX DIVE COMPUTER OR T1 OR U-2 TANK TRANSMITTER IS NOT INTENDED TO BE A PRIMARY SOURCE OF TANK PRESSURE INFORMATION, AND THAT LIQUIVISION IS NOT LIABLE TO YOU OR ANY OTHER PERSON (INCLUDING YOUR HEIRS, EXECUTORS AND PERSONAL REPRESENTATIVES) IF YOU SUFFER INJURY OR DEATH AS A RESULT OF RELYING ON THE TANK PRESSURE INFORMATION PROVIDED BY A LYNX DIVE COMPUTER OR T1 OR U-2 TANK TRANSMITTER.

9.6. NO LIABILITY FOR LOCATOR FEATURE: WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION IN THIS SECTION 9, YOU ACKNOWLEDGE AND ACCEPT THAT THE LOCATOR FEATURE OF THE LYNX DIVE COMPUTER IS AN OPTIONAL, FREE, EXPERIMENTAL, BETA UPGRADE THAT MIGHT NOT FUNCTION PROPERLY OR AT ALL, AND THAT LIQUIVISION IS NOT LIABLE TO YOU OR ANY OTHER PERSON (INCLUDING YOUR HEIRS, EXECUTORS AND PERSONAL REPRESENTATIVES) IF YOU SUFFER INJURY OR DEATH AS A RESULT OF RELYING ON THE LOCATOR FUNCTION.

9.7. NO LIABILITY FOR LOCATION INFORMATION: WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION IN THIS SECTION 9, YOU ACKNOWLEDGE AND ACCEPT THAT A LYNX DIVE COMPUTER OR L1 LOCATION TRANSMITTER IS NOT INTENDED TO BE A PRIMARY SOURCE OF UNDERWATER NAVIGATIONAL INFORMATION, AND THAT LIQUIVISION IS NOT LIABLE TO YOU OR ANY OTHER PERSON (INCLUDING YOUR HEIRS, EXECUTORS AND PERSONAL REPRESENTATIVES) IF YOU SUFFER INJURY OR DEATH AS A RESULT OF RELYING ON THE UNDERWATER NAVIGATIONAL INFORMATION PROVIDED BY A LYNX DIVE COMPUTER OR L1 LOCATION TRANSMITTER.

9.8. NO LIABILITY FOR LYNX SOFTWARE: WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION IN THIS SECTION 9, LIQUIVISION IS NOT RESPONSIBLE FOR ANY PROBLEMS YOU MAY EXPERIENCE AS A RESULT OF USE OF LYNX SOFTWARE, INCLUDING DEATH, PERSONAL INJURY OR LOSS OR DAMAGE TO YOUR DATA OR OTHER PERSONAL PROPERTY.

9.9. LIMITATION OF LIABILITY: IF NOTWITHSTANDING THE OTHER PROVISIONS OF THIS AGREEMENT LIQUIVISION HAS ANY LIABILITY TO YOU OR ANY OTHER PERSON IN RESPECT OF ANY MATTER, LIQUIVISION'S TOTAL CUMULATIVE LIABILITY TO YOU AND ANY OTHER PERSON (INCLUDING YOUR HEIRS, EXECUTORS AND PERSONAL REPRESENTATIVES) ARISING FROM, CONNECTED WITH, OR RELATING TO THIS AGREEMENT, ANY AND ALL LYNX PRODUCTS, YOUR USE OF ANY LYNX PRODUCT OR OTHERWISE, FROM ANY AND ALL CAUSES, WILL NOT IN THE AGGREGATE EXCEED THE PURCHASE PRICE THAT YOU PAID FOR THE LYNX PRODUCTS, AND YOU HEREBY IRREVOCABLY RELEASE AND DISCHARGE LIQUIVISION FROM ANY AND ALL OBLIGATIONS, LIABILITIES, CLAIMS OR DEMANDS IN EXCESS OF THIS LIMITATION.

9.10. APPLICATION/DEFINITIONS: THIS SECTION 9 WILL APPLY TO ALL LOSSES, DAMAGES, COSTS, EXPENSES, CLAIMS, LIABILITIES AND OBLIGATIONS UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER THEORY OR LAW OR EQUITY), REGARDLESS OF ANY NEGLIGENCE (INCLUDING FUNDAMENTAL BREACH OR GROSS NEGLIGENCE) OR OTHER FAULT OR WRONGDOING BY LIQUIVISION OR ANY PERSON FOR WHOM LIQUIVISION IS RESPONSIBLE, EVEN IF OTHER REMEDIES ARE NOT AVAILABLE OR DO NOT ADEQUATELY COMPENSATE FOR THE LOSS OR DAMAGE, AND EVEN IF LIQUIVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR

DAMAGE BEING INCURRED. IN THIS SECTION 9: (A) REFERENCES TO LIQUIVISION INCLUDE LIQUIVISION'S PAST, PRESENT AND FUTURE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS; AND (B) REFERENCES TO LYNX PRODUCT MEANS EACH LYNX DIVE COMPUTER, T1 OR U-2 TANK TRANSMITTER, L1 LOCATION TRANSMITTER AND ENLIGHTENED™ PC INTERFACE AND EACH AND EVERY HARDWARE AND SOFTWARE COMPONENT OF EACH OF THOSE ITEMS (INCLUDING ALL SOFTWARE INSTALLED OR INCLUDED ON EACH OF THOSE ITEMS).

9.11. EXCEPTIONS: THE EXCLUSION OF CERTAIN WARRANTIES AND THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES IS PROHIBITED BY LEGISLATION IN SOME JURISDICTIONS. THOSE LEGISLATIVE LIMITATIONS MAY APPLY TO YOU.

10. General

10.1. Interpretation: In this Agreement: (a) a reference to “**this Agreement**” and other similar terms refers to this Agreement as a whole, and not just to the particular provision in which those words appear; (b) “**including**” means including without restriction or limitation; (c) headings are for reference only and do not define, limit or enlarge the scope or meaning of this Agreement or any of its provisions; (d) “**persons**” includes individuals, corporations, partnerships, joint ventures, associations, trusts, unincorporated organizations, societies, and all other legal entities; (e) words importing the singular number only include the plural and vice versa; (f) words importing either gender include both genders; (g) reference to a day, week, month, quarter or year, means a calendar day, week, month, quarter or year, unless expressly stated otherwise; (h) “**discretion**” means a person's sole, absolute and unfettered discretion; and (i) reference to a law or statute includes all regulations and ordinances made thereunder and all amendments to, or replacements of, the law, statute, regulations and ordinances in force from time to time. The Parties have expressly requested and required that this Agreement and all related documents be drawn up in the English language. *Les Parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en Anglais.*

10.2. Governing Law and Disputes: This Agreement and all related matters will be governed by, and construed in accordance with, the laws of British Columbia, Canada and applicable federal laws of Canada, excluding the United Nations Convention for the International Sale of Goods and any rules of private international law or the conflict of laws which would lead to the application of any other laws. Any dispute arising from, connected with, or relating to this Agreement or any related matters will be resolved by the courts of British Columbia sitting in the City of Vancouver, British Columbia, Canada, and you hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those courts in respect of all of those matters.

10.3. Miscellaneous: The provisions of this Agreement will enure to the benefit of and be binding upon Liquivision and its successors and assigns, and you and your heirs, executors, personal representatives and permitted assigns. You may not assign this Agreement except together with your LYNX Product and in accordance with section 7. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be unenforceable or invalid for any reason, then that provision will be deemed severed from this Agreement and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of the severance this Agreement would fail in its essential purpose.

10.4. Entire Agreement: This Agreement sets forth the entire agreement between Liquivision and you regarding the subject matter of this Agreement and supersedes any and all previous communications, representations, negotiations, discussions, agreements or understandings, whether oral or written, between you and Liquivision or between you and any Dealer with respect to the subject matter of this Agreement. This Agreement may be modified only by a written document that expressly states that it is an amendment to this Agreement and is signed by Liquivision or its successors or assigns. A Dealer does not have authority to modify this Agreement.