AURA[™] BREATHALYZER USER'S MANUAL

Please review <u>ALL</u> of the information within this manual <u>BEFORE</u> using the device.

INTENDED USE

The AURATM Breathalyzer is a hand-held breath alcohol screening device that utilizes electrochemical fuel cell sensor technology to analyze the oxidation of ethanol within human breath samples. This device is intended to provide a general <u>estimate</u> of the device user's *blood* alcohol concentration (BAC) based on the analysis of the device user's *breath* sample.

NOTE: The accuracy of test results from this device is dependent upon proper use and care of the product, including timely calibration. Failure to follow the instructions included within this manual can result in inaccurate or inconsistent BAC estimates.

WARNING: THE AURATM BREATHALYZER CANNOT DETERMINE THE EXACT CONCENTRATION OF ALCOHOL IN YOUR BLOOD. NOR CAN THE AURATM BREATHALYZER DECIDE WHEN IT IS SAFE TO DRIVE OR OPERATE MACHINERY AFTER YOU HAVE CONSUMED ALCOHOL OR IF YOU ARE IMPAIRED OR INTOXICATED. MANY FACTORS INFLUENCE YOUR ABILITY TO DRIVE AND OPERATE MACHINERY SAFELY AND IN A SOUND MANNER, INCLUDING BUT NOT LIMITED TO YOUR AGE, GENDER, WEIGHT, HEALTH, AND EXPOSURE TO DRUGS. YOU SHOULD NOT RELY ON THE AURATM BREATHALYZER TO DETERMINE WHEN YOU SHOULD OR SHOULD NOT DRIVE OR OPERATE MACHINERY, IF YOU ARE IMPAIRED OR INTOXICATED. OR FOR ANY OTHER PURPOSE.

No hand-held breath alcohol screening device, including the AURATM Breathalyzer, can determine whether or not a person: (1) will be charged with driving under the influence (DUI) of alcohol; (2) is impaired or intoxicated; or (3) is able to operate a motor vehicle or other machinery in a safe and sound manner. The decision to operate a motor vehicle or other machinery, and any consequences related to such decision, are the sole responsibility of the operator of the motor vehicle or machinery. The use of the AURATM Breathalyzer does not absolve any person of such responsibility and is NOT a defense to criminal charges or civil litigation. *It is never safe to drive after consuming ANY amount of alcohol*.

IMPORTANT: Laws and regulations related to drinking and driving vary significantly depending on geographic location. It is critical for users to familiarize themselves with the laws and regulations specifically applicable to them prior to using the AURATM Breathalyzer.

The AURA[™] Breathalyzer was specifically designed and manufactured for use within the USA. Test results provided by the AURA[™] Breathalyzer are presented in a format that is standard for use within the USA. Blood alcohol concentration (BAC) in the USA is expressed as the amount of alcohol (in grams) per volume of blood (in dL). This format may not be consistent with the units of measurements used in other countries, and manual calculations may be needed to convert the test results provided by the AURA[™] to a format compatible with such countries. The information provided herein is intended for users of the AURA[™] Breathalyzer within the USA only, and may not be applicable to other countries.

In the USA, and many other countries, a person operating a vehicle (or other machinery) with a blood alcohol content ("BAC") of 0.08% or higher is generally presumed to be driving under the influence of alcohol (or driving while intoxicated). However, it is critical for users to realize that a judge or jury may still find a person's driving ability to have been impaired even with a BAC level below 0.08% BAC. For example, according to Figure 10.1: BAC CHART prepared by the Department of Motor Vehicles (DMV) for the State of California, located at

https://www.dmv.ca.gov/pubs/curriculum/Chart%2010%20BAC%20Chart.pdf, drivers aged 21 or over with a BAC between 0.05% and 0.07% are still "likely DUI," and drivers aged 21 or over with a BAC between 0.01% and 0.04% "may be DUI". In addition, the National Institute on Alcohol Abuse and Alcoholism in the U.S. Department of Health and Human Services has advised that a BAC of 0.02 percent or lower may impair a driver's ability to operate a motor vehicle. Thus, drivers may be at risk of a DUI with any amount of alcohol present in the bloodstream.

Furthermore, in determining whether a person has been driving under the influence of alcohol, judges and juries may generally consider all relevant facts, such as the presence of drugs, the proper administration and timing of the handheld alcohol screening device used, and the results of other field sobriety tests administered.

The readings from most <u>hand-held</u> breath alcohol screening devices, including the AURATM Breathalyzer, may generally not be used for evidentiary purposes to determine whether a person was driving under the influence of alcohol. Breath alcohol measurement devices that may be used for such evidentiary purposes

generally utilize infrared spectrometer sensors, are stationary, and may be found within police precincts. Hand-held breath alcohol screening devices, including the AURATM Breathalyzer, may be considered *preliminary* breath testers (PBTs) and might be used by law enforcement as one type of field sobriety test. Like other field sobriety tests, results from PBTs may be used, if at all, to determine whether the police had *probable cause* to administer impaired driving tests. As a result, the data from hand-held breath alcohol screening devices is **NOT** a defense to criminal charges or civil litigation. No device that analyzes breath alcohol samples, such as the AURATM Breathalyzer, can be as accurate or as consistent as a direct blood sample and analysis.

UNDERSTANDING YOUR DEVICE

The AURA™ contains an ultra-sensitive electrochemical fuel cell sensor that measures the electrical current produced by a chemical reaction resulting from the oxidation of ethanol within human breath samples. The device's microprocessor interprets the information obtained from the sensor and generates a digital BAC *estimate*, which is an approximation of the alcohol concentration within a person's <u>blood</u>. This is possible because alcohol concentration in human *breath* is <u>directly related</u> to the alcohol concentration in the *blood* (at generally accepted ratio of 1:2100). However, that relationship is imperfect, which means that <u>breath samples can only be used to estimate a user's BAC level</u>. No device that analyzes breath alcohol samples can be as accurate or as consistent as a direct blood sample and analysis.

NOTE: Because of the sensitive nature of the electrochemical fuel cell sensor within this device, timely and proper calibration is required in accordance with the instructions detailed within this manual (see "Calibration" section below). Failure to follow the instructions therein may result in inaccurate or inconsistent readings.

INSTRUCTIONS FOR USE

Precautions

- 1. Wait at least 20 minutes after eating, drinking, or smoking before blowing into the device. Blowing smoke, food, or liquids into the device will cause damage to the device's sensor.
- 2. Avoid using the device in areas with strong winds and/or smoke.
- 3. Ensure that your device is sufficiently charged.
- 4. Ensure that your device has been calibrated (has not been used over 500 times since last calibration), as suggested by the manufacturers (see "Calibration" section below).
- 5. Various substances may interfere with the results of the test such as methyl alcohol, isopropyl alcohol, acetones, and ketones. Avoid using this device in the presence of such other substances as much as possible.
- 6. The recommended temperature range for which this device was designed to

be used is 32-104 °F (0-40 °C). Avoid using this device outside this temperature range.

To obtain your digital BAC estimate:

- 1. Ensure that you have addressed/satisfied the above precautions. **TIP**: For best results, securely attach the device's mouthpiece to the device.
- 2. Press and hold the "on" button for 3 seconds to power on your device.
- 3. Once powered, the screen will automatically display your "LAST TEST".
- 4. From the "LAST TEST" screen, press the "on" button to begin the countdown. **NOTE**: After 3 seconds of inactivity, the display will automatically revert to the "HOME" screen. Should this occur, simply press the "on" button again to return to the "LAST TEST" screen. Then, repeat this step when you are ready.
- 5. From the "BLOW" screen, blow forcefully into the device for 5 *consecutive* seconds.

NOTE: If successful, you will hear a longer beep and see a loading symbol. This indicates that you have submitted a valid breath sample. If unsuccessful (i.e., you did not blow long or forcefully enough into the device), you will need to wait for the sensor to restart before resubmitting. This may take up to 60 seconds. Repeat the above steps until you have submitted a valid breath sample.

6. Wait for your estimated BAC level to be revealed.

To view your test count:

- 1. Press and hold the "on" button for 3 seconds to power ON your device.
- 2. Once powered, the screen will automatically display your "LAST TEST"
- 3. From the "LAST TEST" screen, press and hold the "on" button for **7 seconds** until the "TEST COUNT" screen is displayed.

To select a new display color:

- 1. From the "TEST COUNT" screen, press the "on" button to cycle through the various colors.
- 2. Press and hold the "on" button for **3 seconds** to select your desired color.

CALIBRATION

Professional technicians initially calibrate the AURA™ Breathalyzer during the manufacturing and assembly process, using advanced alcohol simulation equipment. Known alcohol concentrations are passed through the sensor to set baseline values for testing. During testing, the unit compares users' breath samples to these baseline values. The accuracy of breath alcohol testers can fluctuate after six to twelve months of normal use, depending on the number of tests performed and operating conditions. We recommend sending the unit in for calibration after 500 tests have been performed, or every 12 months, whichever comes first.

If this device is providing inconsistent test results, is not providing any test results, or provides unusually high or low test results, you should consider sending this device in to be recalibrated by a trained professional, as soon as possible.

Please contact us at info@aurabreathalyzer.com for details on how to get your AURA™ Breathalyzer recalibrated and/or serviced. During recalibration, a professional technician will reset the sensor baseline values and also perform a full diagnostic check to ensure the accuracy and reliability of the product.

ONE-YEAR LIMITED WARRANTY

The limited warranty obligations of Ho International Design, Inc. ("HIDI") for this product are limited to the following:

HIDI warrants to the original and registered retail purchaser of the $AURA^{TM}$ Breathalyzer that the AURATM Breathalyzer will be free from defects in materials and workmanship under normal and instructed use for a period of One (1) Year from the date of retail purchase ("warranty period"). This Limited Warranty applies only to the original retail purchaser of the AURATM Breathalyzer and is not transferable to, or enforceable by, anyone else, including any user of the AURATM Breathalyzer other than the original registered retail purchaser or any subsequent owner of the AURATM Breathalyzer. In the event the AURATM Breathalyzer fails to conform with this Limited Warranty, the original registered retail purchaser of the AURATM Breathalyzer may submit a written claim (i.e., a brief explanation of the problem) and return the defective product, with evidence of purchase, to HIDI. If the claim is received within the One (1) Year limited warranty period and is deemed to be a valid claim by HIDI (in its sole discretion), HIDI will either (1) repair the defect covered under this Limited Warranty, or (2) replace the AURATM Breathalyzer at no cost to the original registered retail purchaser with an equivalent unit. This Limited Warranty does not cover ordinary wear and tear, and will be void if the AURATM Breathalyzer has been subjected to misuse, abuse, neglect, accident, or tampering. This Limited Warranty will also be void if the AURATM Breathalyzer has been modified in any way. This Limited Warranty does not cover normal periodic calibrations, which are included within HIDI's consideration of "normal and instructed use".

Exclusions, Limitations, and Disclaimers

HIDI makes no warranties or representations of any kind or nature, express or implied, as to the ability of the AURATM Breathalyzer to determine whether, or the extent to which, any AURATM Breathalzyer user's mental or physical functioning, or judgment, may be impaired by alcohol, including, without limitation, whether the AURATM Breathalyzer user is intoxicated under any definition of that word. To the maximum extent permissible under applicable law, HIDI expressly disclaims

any and all liability for direct, indirect, incidental, special, and consequential damages of every nature and kind under any legal or equitable theory. Any act or failure to act by the AURA[™] Breathalyzer user based on a reading from this product shall be at the AURA[™] Breathalyzer user's own risk. HIDI assumes no responsibility for any consequences to or of any person who uses this product and is later shown to have been under the influence of alcohol or to have had his or her judgment or any mental or bodily function impaired by alcohol. Correlation between breath alcohol content and blood alcohol concentration depends on many variables, including but not limited to environmental factors (such as air quality, wind, humidity, temperature, etc.) and health conditions of the test subject. A low BAC reading does not mean that the AURA[™] Breathalyzer user's physical or mental performance or judgment (including reaction times) is adequate to respond to an emergency or non-emergency situation. The concentration of alcohol in the blood of a person cannot be exactly determined by using a breath alcohol screening device such as the AURA[™] Breathalyzer.

HIDI does not warrant that the operation of the AURATM Breathalyzer will be free of errors. HIDI is not responsible for any consequences arising from the failure to follow instructions on the use of the AURATM Breathalyzer. HIDI's Limited Warranty does not apply: (a) to consequences caused by accident, abuse, tampering, misuse, flood, fire, earthquake or other external causes; (b) to consequences caused by operating the AURATM Breathalyzer outside the permitted or intended uses described by HIDI; (c) to consequences caused by service performed by anyone who is not a representative of HIDI or a HIDI authorized service provider; or (d) to a product or part that has been modified in any manner, including, but not limited to alterations to functionality or capability, without the express written permission of HIDI.

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER THE LAW AND IN EQUITY, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER THE LAW AND IN EQUITY, EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, HIDI EXPRESSLY AND SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF EVERY KIND AND NATURE, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. UNDER NO CIRCUMSTANCE SHALL THIS LIMITED WARRANTY BE INTERPRETED TO EXTEND BEYOND THE ONE-YEAR TERM SET FORTH IN THIS LIMITED WARANTY OR TO PROVIDE ANY REMEDY TO THE ORIGINAL RETAIL PURCHASER OTHER THAN THE REPAIR OR

REPLACEMENT SERVICE STATED IN THIS LIMITED WARRANTY, AS DETERMINED BY HIDI IN ITS SOLE DISCRETION.

No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Limited Warranty. If any term of this Limited Warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMISSIBLE UNDER THE LAW AND IN EQUITY, HIDI IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE OR INCOME; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS FROM A CONTRACT); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; OR ATTORNEYS' FEES, EXPERT WITNESS FEES, OR OTHER LEGAL COSTS AND EXPENSES.

Some countries, states and provinces do not allow the exclusion or limitation of incidental or consequential damages or allow limitations on how long an implied warranty or condition may last, so the above limitations or exclusions may not apply to you. This Limited Warranty gives you (the original registered retail user) specific legal rights. You may also have other rights that vary by country, state or province. This Limited Warranty is governed by and construed under the laws of the jurisdiction in which the purchase of the AURATM Breathalyzer took place.

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