

User Guide

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5STAR-G2-USERGUIDEV2

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information to provide 5Star location based services, manage your account, conduct analysis and research, comply with legal requirements, prevent fraud or misuse of the 5Star Service, and protect our rights or property or the safety of you or others.

Warranty We make no representation or warranty, either expressly or tacitly, for the completeness or correctness of the service. The use of the service is at your own risk. We assume no liability for or relating to the delay, failure, interruption or corruption of any voice, call quality, or data transmitted on a device while using 5Star. While we strive to ensure that the service is provided without interruption and is accurate and reliable, we make no warranties or representations as to the accuracy, correctness, reliability or otherwise with respect to the service and we assume no liability or responsibility of any kind for omissions or errors in the service.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR THIRD PARTIES' RIGHTS, AND completeness including errors or omissions, currentness or timeliness of content, software, text, graphics, links, or communications provided on or through the use of the service.

Limited Warranty for the Splash We warrant to you, if you are the original purchaser of a Splash device (the "Splash"), that the Splash is free from defects in material and workmanship under normal use and service for one year from the date of purchase. This Limited Warranty is conditioned upon you properly

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using the Splash. This Limited Warranty does not cover: (a) defects or damage resulting from accident, misuse, abuse, neglect, unusual physical, electrical or electromechanical stress, or

of the Splash in conjunction with accessories, products, or ancillary/peripheral equipment Splash.

During the applicable warranty period, we, will repair or replace, at our sole option, without charge to you, any defective component part of the Splash. To obtain service under this Limited Warranty, you must return the Splash to us in an adequate container for shipping, accompanied by your account number, sales receipt or comparable substitute proof of sale showing the date of purchase and the serial number of the Splash. To obtain assistance on where to deliver the Splash, call us at 800-733-6632. Upon receipt, we will promptly repair or replace the defective Splash. We, may at our sole option, use rebuilt, reconditioned or new parts or components when repairing any Splash or replace the Splash with a rebuilt, reconditioned or new Splash. Repaired or replaced Splash devices will be warranted for a period equal to the remainder of the original Limited Warranty or for 90 days, whichever is longer.

Limitations of Liability

You and 5Star are each waiving important rights. Unless forbidden by law in a particular instance, we each agree as follows: (1) we are not liable for the actions or inactions of any

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This Is The Entire Agreement

This agreement is the entire agreement between you and us. It supersedes all other agreements or representations, oral or written, between us, past or present, and may not be amended except in a writing signed by 5Star. If any part of this agreement is considered invalid, the rest of it will remain enforceable. No waiver of any part of this agreement, or of any breach of it, in any one instance will require us to waive any other instance or breach. In some circumstances we might decide to provide you service voluntarily even if you would not otherwise qualify. This will not be a waiver or require us to do so again.