



## GO HEARING TERMS AND CONDITIONS:

**You must not make use of our Services, provide us with any personal information, or make any purchase through this website unless you understand, consent and agree to all of our Terms and Conditions.**

When you click to make a purchase, legal obligations arise and your right to the refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our Terms & Conditions.

Once payment is made for your purchase, regardless of the payment type, it is deemed that you have read, understood and accepted the Terms and Conditions.

If you have any queries, please contact us before making any purchase for any Service or product through this website.

Supplemental terms may apply to certain options or offers available through the Services, such as policies for a particular event, program, activity, or promotion. These supplemental terms will be provided to you with the applicable option or offer. Supplemental terms are in addition to, and shall be deemed a part of, these Terms and Conditions for the purposes of the applicable option or offer. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable option or offer.

### 1. Agreement And Jurisdiction

hearX USA Incorporated, ("we", "us", "our", "hearX USA", "Go Hearing", "The Company") a Delaware Corporation, is the owner of this website, the Go Hearing brand and associated trademarks and products.

These Terms and Conditions (the "Terms") form the basis of the legal relationship between you (product user, website browser, one who procures, makes contact or purchases products or Services) and us, under which we agree to provide you with our equipment, services, software, hearing screening, hardware, tools, website, know-how or other content (the "Services") and create an agreement (legal obligation) between you, the user, and us for the Services.

These Terms will become binding on you when you elect to utilize our Services and will be exclusively governed by and construed in accordance with the laws of the State of Delaware, whose Courts including both state and federal will have exclusive jurisdiction in any dispute, without giving effect to any choice-of-law or conflict-of-law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

Any legal claim that you may have against us **must** be commenced within one year after the claim or cause of action arises. Failing to do so will prevent and invalidate your claim against us. In the event that a claim or cause of action does arise, all communications relevant to such claim or cause of action **must** be forwarded to the following email address: [legal@hearxgroup.com](mailto:legal@hearxgroup.com).

If any provision contained in these Terms is found to be invalid by any competent court with the necessary jurisdiction, the invalidity of such a provision will not affect the remaining provisions of these Terms, and they shall remain in full force and effect. Any waiver contained in the Terms shall not constitute a further or continuing waiver of such Term or any other Term.

## 2. Limitations To Use Of Site

This website is intended for use only by persons 18 years and older and by accepting these terms you confirm that you are 18 years and older.

By using this website, you accept the responsibility to maintain the confidentiality of your account and any login information created by yourself as a result of a purchase on the site.

You are deemed to be responsible for all activities in your account. If any unauthorized use of your account should occur, you are under an obligation to notify us of the security breach immediately.

This website is offered to you on the condition of your acceptance of these Terms, and by accessing and using this website and/or Services, you agree to be bound by all terms, conditions and notices, including, but not limited to our [Privacy Policy](#) and those [terms of Klarna](#).

You expressly warrant and undertake that you will not use this website for anything that is prohibited by these Terms.

You may only use this website to browse the content thereof and make legitimate purchases. You agree that you will not use this website for any other purposes, including without limitation, to make speculative, false or fraudulent purchases.

This website and the content provided in this website may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. "Deep-linking", "embedding" or using analogous technology is strictly prohibited. This prohibition expressly includes but is not limited to, the practices of "web scraping", "screen scraping", and "data mining".

You may not reverse engineer, disassemble, decompile, or otherwise attempt to derive source code for this website or its content.

Unauthorized use of this website and/or the materials contained in this website may violate applicable copyright, trademark or other intellectual property laws and/or any other relevant laws applicable. Therefore, we reserve our rights in that should any violation(s)

and/or infringement(s) be detected/identified, we shall act in accordance with the remedies available to us in law.

We reserve the right to:

- modify or withdraw, temporarily or permanently, the website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the website; and/or
- change, amend, modify, add to or remove these Terms from time to time, and your continued use of the website (or any part of) and/or the Services following such change shall be deemed to be your acceptance of such change. Changes to these Terms will become effective upon such changes being posted to this website. It is your responsibility to check regularly to determine whether the Terms have been changed. If you do not agree to any change to the Terms, then you must immediately stop using the website or Services.

We will use our reasonable endeavors to maintain the website. However, we do not take responsibility for any loss of data. The website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the website or because of a failure, suspension or withdrawal of all or part of the website due to circumstances beyond our control.

### 3. Use Of Site

By using this website or Services, you agree to provide us with true, accurate, current and complete information for your account and order ("Account Information"). You are also obligated to maintain the truthfulness and accuracy of that information by updating your Account Information if any changes in the accuracy thereof should occur.

If we have reason to believe that the above information is untrue or inaccurate in any way, we reserve the right to suspend or terminate your account, and prohibit any current and future use of this website or the Services.

**We reserve the right to refuse Service, discontinue transactions, terminate accounts and/or cancel orders at our sole discretion.**

You accept responsibility for any fees, charges, duties, or taxes that may arise from the use of this website or the Services, which may vary from time to time. Your Account Information and certain other information about you is governed by and subject to our Privacy Policy.

### 4. Accuracy Of Information

DISCLAIMER: THE CONTENTS OF THIS WEBSITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF ACCURACY OF INFORMATION, MERCHANTABILITY, FITNESS FOR A PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY, EITHER EXPRESSED OR IMPLIED, THAT THE SERVICES ARE MERCHANTABILITY OR FIT OR SUITABLE FOR ANY PARTICULAR USE OR PURPOSE. AND WE MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS IS EXPRESSLY SET FORTH HEREIN, ALL SUCH OTHER

WARRANTIES BEING HEREBY DISCLAIMED, TO THE FULLEST EXTENT PERMITTED BY LAW.

THE OWNER OF THIS WEBSITE, THE AUTHORS OF THESE CONTENTS AND IN GENERAL ANYBODY CONNECTED TO US OR THIS WEBSITE IN ANY WAY, FROM NOW ON COLLECTIVELY CALLED "PROVIDERS", ASSUME NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THESE CONTENTS.

FURTHERMORE, WE DO NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION REGARDING THE SAFETY, RELIABILITY, ACCURACY, CORRECTNESS OR COMPLETENESS OF THESE CONTENTS.

The use of this website and Services is forbidden in those places where the law does not allow this disclaimer to take full effect.

Use of this website and Services is at your own risk. You expressly warrant that we will not be held liable for any claims resulting from your use of this website or the Services contrary to these Terms.

You hereby state and acknowledge that you have (and will continue) to submit truthful information/representations when answering questions regarding your hearing health which may flag you by our Service and advise that you seek professional medical attention.

**Go Hearing is not a replacement for a medical service and you hereby acknowledge this and indemnify us against your misuse of our Service or your misrepresentation while using our Service.**

#### 5. Limitation Of Liability

THE PROVIDERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, HEALTH PROBLEMS, DATA LOSS, LOST REVENUES AND LOST PROFIT) THAT MAY RESULT FROM THE INABILITY TO USE OR THE CORRECT OR INCORRECT USE, ABUSE, OR MISUSE OF THESE CONTENTS, EVEN IF THE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITIES OF SUCH DAMAGES. THE PROVIDERS CANNOT ASSUME ANY OBLIGATION OR RESPONSIBILITY.

Notwithstanding the above, nothing in these Terms shall limit or exclude our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation by us; or
- for any matter for which it would be illegal for us to exclude or to attempt to exclude our liability.

WE SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES AND/OR DAMAGES RELATING TO THE USE OF THE SERVICES OR BREACH OF ANY OF THE OBLIGATIONS OWED TO YOU, THE PURCHASER, OR ANY THIRD PARTY.

Our total liability under or in connection with the Services (whether in contract, tort, breach of statutory duty, restitution or otherwise) in respect of all and any loss or damage howsoever caused shall in no circumstances exceed the monies actually paid by you to us and to which the loss relates.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GO HEARING, HEARX USA INC AND THEIR SUBSIDIARIES, AFFILIATES, EMPLOYEES, AGENTS AND REPRESENTATIVES SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LIABILITY, LOSSES, DAMAGES AND/OR COSTS OR EXPENSES WHETHER SPECIAL, DIRECT, INDIRECT AND/OR OF A CONSEQUENTIAL NATURE INCLUDING BUT NOT LIMITED TO LOSS OF INCOME, LOSS OF PROFITS, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION, DEATH OR PERSONAL INJURY CAUSED BY ANY NATURE WHATSOEVER OR ARISING OUT OF THE USE OF YOUR GO HEARING AID(S) AND OTHER GO HEARING PLATFORMS, AND YOU HEREBY INDEMNIFY GO HEARING AGAINST ANY SUCH LIABILITY.

You expressly agree to release us and/or our Providers from any and all liability connected with your use of any of the Go Hearing platforms, and promise not to sue us for any claims, actions, injuries, damages, or losses associated with your use of these platforms.

You agree that, to the extent permitted by law, we shall in no event be liable to you or any third party for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with:

- your use or misuse of the Go Hearing platforms; and/or
- your use or misuse of equipment or programs created or licensed by us; and/or
- any delay or inability to use benefits associated with any Go Hearing platforms; and/or
- any information, software, products, services or content on the Go Hearing platforms, whether based on contract, tort, strict liability or otherwise, even if we have been advised of the possibility of damages.

## 6. Cautions & Notices

All information gathered through or supplied by this website, or any of the providers, in any form, is deemed to be for informational purposes only and does not constitute medical or professional advice. The information and Services supplied by us are not a substitute for a visit to a medical professional and your use of this website does not create any professional relationship between us. You are advised that it is in your best health interest to consult a physician or healthcare professional before making any medical decisions. It should be noted that OTC hearing aids cannot restore normal hearing and will not prevent or improve any hearing impairment. Please take note of the [Intended Use Notice](#) you should be aware of, which is incorporated herein by way of reference.

More information, including the user instructional brochures, can be found on <https://gohearing.com/pages/support>.

## 7. Copyrights And Trademarks

All content of this website is the property of hearX USA, a Delaware Corporation. All copyrights, trademarks, trade names, logos and service marks ("the logos"), including the Go Hearing design mark displayed on this website are owned and/or licensed by hearX IP (Pty) Ltd or its affiliates.

You are not permitted to use these marks without prior written consent from the owner thereof. In addition, any graphics, logos, page headers, button icons, scripts, and service names included in or made available through the Services are owned and/or licensed trademarks or trade dress of hearX IP (Pty) Ltd or its affiliates. Our trademarks and trade dress may not be used in connection with any product or service that is not the property of hearX IP (Pty) Ltd or its affiliates, and in any manner, is likely to cause confusion among customers, or disparage or discredit hearX IP (Pty) Ltd or its affiliates. Any Third-party trademarks appearing on this website are the property of their respective owners.

## 8. Contact Details

hearX USA can be contacted through the following channels:

**Physical and Postal address (do NOT send returns or products to this address):**

320 Dietz Avenue, DeKalb, IL, 60115

**Phone:**

+1 302 754 3190

**Email:**

[support@gohearing.com](mailto:support@gohearing.com)

## 9. Third-Party Links

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites. Including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for reliance on any such content, goods or services available on such external websites or resources.

## 10. Privacy Policy

Use of this website and/or the Services and the collection, use, and sharing of your Personal Information is governed by our [Privacy Policy](#). If you request that your account or data be deleted, by contacting us, your access to the Services will immediately cease.

## 11. Cookies

When you visit the Site, we may use "cookies" which are small files stored as text on your computer or device. In some countries, we are not permitted to send cookies to the browser of a user without the prior consent of the affected user. In this case, we will seek such consent. The remainder of this section assumes that either the use of cookies is not restricted by applicable law, or if it is restricted that the individual has explicitly consented to the use of the cookies.

These "cookies" and other similar technologies like pixels, web beacons (also known as "clear GIFs") and local storage may be used to collect information about how you use the Services and provide features to you.

If a visitor does not want information collected through the use of cookies, most browsers allow the visitor to reject cookies. Please note that if you use your browser settings to modify or block all cookies, you may not be able to access parts of the Services and your user experience may be severely degraded. We may share non-Personal Information obtained via cookies with our advertisers and affiliates.

Information provided by these cookies are essential to help us provide the Services in a manner that is adapted to each user's specific needs. We believe that such means are fair, lawful, and proportional to the legitimate interest and needs of our business, and that our methodology fairly addresses each user's legitimate rights and expectations in view of the context and purpose for the collection and use of the information collected.

Please note, we are not responsible for the use of cookies by other websites that are accessed through us. To manage cookies please change the settings on your browser.

## 12. Reviews, Comments, Communications, And Other Content

You may post reviews, comments, photos and other content and submit communications or other information to our social media platforms, websites or through our Services, only if the content is not illegal, obscene, threatening, defamatory, invasive of privacy, objectionable, infringing of intellectual property rights or otherwise injurious to third parties and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam" or unsolicited commercial electronic messages. We reserve the right (but not the obligation) to remove or edit such content, but we do not regularly review posted content.

When you post content or submit material, you grant us a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such content throughout the world in any media.

You further grant us and any of our sublicensees or subsidiaries the right to use the name that you submit in connection with such content.

You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this agreement and will not cause injury to any person or entity; and that you will indemnify hearX for all claims that may result from the content you supply.

You are solely responsible for your own communications and the consequences of posting those communications. We take no responsibility and assume no liability for any content posted by you or any third party. We reserve the right, but not the obligation, to monitor and

edit or remove any activity or content that you may submit or make available on any of our social media platforms, websites or through our Services.

13. Online Hearing Screening

Our online hearing screener uses audio files and software developed by the hearX Group (Pty) Ltd. This screening is developed to help you identify the possibility of some form of hearing impairment. This online hearing screening is not a diagnostic hearing evaluation. Your degree of hearing loss, if any, cannot be diagnosed through this screening. You are urged to consult a healthcare professional for an official diagnosis.

14. Purchase Options

All payments are made in United States Dollar (USD). You may not under any circumstances resell any products purchased from us, whether through the website or any other means.

15. Delusive Or Fraudulent Purchases And Misuse Of Policies

You are prohibited from using our Services or making any purchase, that is in any way speculative, deceitful, false or fraudulent, or intended to abuse any of our policies or processes. We reserve the right to refuse Service, discontinue transactions, terminate accounts and/or cancel orders at our sole discretion.

16. Payment Processing, Card Information And Security

Your payment details are not shared by us at any time.

We use a trusted third-party payment provider, Stripe Incorporated (the "Payment Portal Provider"), to securely store your payment information and maintain Payment Card Industry (PCI) compliance and securely store, process and transmit card data to the PCI compliance standard. The Payment Portal Provider has access to your payment information solely for the purposes of fulfilling this task.

The Payment Portal Provider processes all credit card transactions. All credit card transactions are 128-bit Secure Socket Layers (SSL) encrypted.

Our Payment Portal Provider is committed to providing secure online services and continually reviews and enhances their security in line with technological changes. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. The Payment Portal Provider's Internet servers are protected by firewalls and intrusion detection systems.

We also use the following third-party service providers for the purposes of storing and protecting your personal information and data:

- Google for Google Analytics;
- Firebase for data analytics (anonymized data);
- Amazon for data storage.

17. No Legal Relationship

Your use of your Go Hearing devices, the Website and/or Services does not create any legal relationship with us, other than being bound by these terms and conditions and consequently, when entitled to do so, to receive any benefits you may be entitled to.

We may need to notify you by text, phone call or email regarding incomplete purchases or unfinished cart checkouts and, from time to time, be required to send communications to you regarding our Services. We may also need to contact you to complete surveys or research questionnaires relating to current or potential services that we may offer.

18. Telephone Consumer Protection Act (TCPA)

If you wish to opt-in to our SMS messaging service or email communications, you will be required to give your consent for Go Hearing to contact you using the details that you have provided, by phone (including residential and cellular phone), email and/or text about your Go Hearing devices and/or any new Go Hearing products or offers that may become available.

Please note that this consent is **not required for the purchase of any product** on the Go Hearing website, but it is expressly required to opt-in to our SMS messaging service or email communications.

Communications may be transmitted to you using phone, text or email (including email sent to your mobile device(s)). Go Hearing utilizes an automated notification system to notify users of information on your Go Hearing devices and/or any new Go Hearing products or offers that may become available by phone, text, and email.

Go Hearing will NOT use your personal information (including cell phone and landline numbers) for notifications other than stated above.

In accordance with the Telephone Consumer Protection Act (TCPA), you are required to "opt in" to receive automated communications, text and emails on your mobile device(s) and landline number(s), if applicable. This means you must provide express consent to receive general messages and reminders through automated calls, SMS text messages and emails on your mobile device(s) or landline(s), if applicable, which may in some cases incur charges from your cellular or landline carrier.

Please note: Consent is not required if the call or text is for emergency purposes or if made directly from one of our representatives. Please note that you can revoke consent to receive these messages at any time.

You may opt-out and withdraw your permission at any time by contacting us. Please note that by opting-out and withdrawing your permission, your use of the Services may be canceled. You are required to promptly notify Go Hearing of any changes in the ownership of your cellular/mobile or landline number (including its user contract) and email address if provided.

## 19. User Consent

By continuing, by taking an online hearing screener, filling out a contact or newsletter form, purchasing or attempting to purchase a product, creating a draft order or abandoned cart or making contact with Go Hearing you hereby give both hearX USA, Go Hearing and their representatives, including their authorized marketing partners, permission to contact you via your cellular device or landline for automated phone, SMS text messages and to send email messages to your computer or other mobile devices for communications regarding our Service or Products or to complete surveys or research questionnaires relating to current or potential services that we may offer.

You understand that emergency notifications are excluded from this permission and will be sent as normal. You hereby agree to promptly notify hearX USA and Go Hearing of any changes in the ownership of the provided personal information (including cellular/ mobile or landline number and email address) which has been provided by you.

## 20. Coupons

How to use your coupon: Add an item to the shopping cart. Look for the box that allows for the addition of a coupon code on the checkout page above the payment breakdown. Enter your code into the box and press 'submit'. Be sure to check that the coupon was redeemed before continuing.

Discount Coupons may only be issued to registered users, 18 years of age or older. The coupon will be limited by the terms stated on the coupon. A maximum of one coupon is allowed per order. The coupon code, expiry date and discount applicable to the coupon will be detailed on each coupon.

Coupons have no cash value and are non-refundable and cannot be exchanged either fully or in part for cash of any amount. The coupon is redeemable in its entirety in a single transaction only and may not be redeemed incrementally.

The coupon discount and any minimum spend requirements as set forth on the coupon itself will be applied to the purchase price of eligible products only. The coupon may not be applied toward the cost of shipping, handling or customs, taxes, duties or other costs or fees associated with the purchase. A coupon cannot be combined with other offers, is not valid on past purchases and cannot be used or claimed retroactively. Coupons are void in territories where issue or use thereof is prohibited.

Any refund a customer may be entitled to receive will not include the coupon or its redemption value. The customer will receive no more than the amount actually paid towards the purchase price.

Coupons are issued by email to the address specified at time of purchase. It is the responsibility of the customer to provide the correct email address. Go Hearing will not be liable or responsible for any loss suffered as a result of a coupon via email being blocked by filters or firewalls, or where the incorrect email address has been entered by the customer.

We reserve the right to cancel any promotion, issued coupons, close user accounts, and/or request alternative forms of payment if a fraudulently obtained coupon is redeemed or used to make purchases. Use of automated devices or programs for coupon redemption is prohibited.

## 21. Go Hearing Warranty

Your Go Hearing devices are covered under warranty for defects in *design, materials and workmanship* (excluding general wear and tear on the devices or accessories) for 12 (twelve) months from the date of purchase.

If we determine that your Go Hearing devices are faulty due to *design, materials or workmanship* we will replace it once under this warranty at no cost to you. Please note that we reserve the right to make this determination at our sole discretion.

The Go Hearing device warranty will be in effect and remain in effect regarding any subsequent replacement Go Hearing devices supplied, from the date of purchase of the original product. Warranty claims will not be valid if your Go Hearing device has been modified or damaged if the serial number has been altered, or if repairs have been made by someone other than us.

Please note that if a hearing aid device is damaged by the user, stolen or lost, replacement or repair thereof will not be covered under warranty.

## 22. Repairs and Replacements

If your Go Hearing devices would need to be repaired or replaced during the warranty period, please [contact us](#). You will need to return both of your devices, including the charging case to allow us to inspect it. Return shipping will be for your own account.

You will not receive a replacement until we have received your devices, and charging case and concluded our inspection. Once we have received the aforementioned and concluded our inspection you will be notified if your hearing aid devices qualify to be repaired or replaced under warranty. Please note that we reserve our right to make this determination at our sole discretion. If it is determined that your hearing aid devices do qualify, no repair fee is charged to your account.

If it is determined that:

- the suspected defect was caused by the user; or
- there is no defect at all; or
- the device is unrepairable upon our inspection

You will become liable to pay the evaluation fee of \$25.00 and/or where applicable, a replacement cost, for which we will subsequently charge your account accordingly.

If the device is non-repairable and out of warranty, we will contact you first to discuss your replacement options.

## 23. Returns and Refund Policy

Please note that returns for devices purchased ONLINE or IN-STORE through our partnership with any retailer or partner must be returned in accordance with such retailer or partner's specific online or in-store returns policy.

Returns for devices purchased ONLINE directly from [www.gohearing.com](http://www.gohearing.com) through this website only must be returned to the following address:

For Go Hearing Aids: 320 Dietz Avenue, DeKalb, IL, 60115.

This Return and Refund Policy is applicable to all purchases made through this website, and excludes in-store purchases and/or through a retailer or partner.

We recommend that you use your Go Hearing devices for a trial period of three weeks for you to properly adjust to the new OTC hearing aids. This trial period is not compulsory and if you are not satisfied with your purchase you can return your Go Hearing devices, charging case and all accessories at any time within 45 days from the date of receipt for a full refund on the purchase price of the OTC hearing aids (minus any shipping costs, discounts or coupons, redeemed on purchase). If you purchased the device and opted to add express shipping, this express shipping charge will not be included in the refunded amount. The 45-day trial period varies depending on where you buy your hearing aids and, if applicable, is subject to retailer-specific conditions.

THE 45-DAY TRIAL PERIOD IS ONLY APPLICABLE ONCE PER DEVICE MODEL. YOU WILL ONLY BE REFUNDED ONCE FOR EACH TYPE OF HEARING AID YOU WISH TO RETURN, NO RETURNS WILL BE MADE FOR CREDIT.

YOU WILL NOT BE PERMITTED TO TRIAL AND RETURN THE SAME DEVICE MODEL MULTIPLE TIMES WITH THE GOAL OF CONTINUED USE OF THE DEVICES WITHOUT PAYMENT OR ANY OTHER FRAUDULENT USE THROUGH PURCHASE.

Please note that all shipping costs or any other costs incurred for the return of your Go Hearing devices, charging case and accessories will be for your own account, and any loss or damage to the aforementioned incurred during the returns process will be for your own account and responsibility. We do not accept any liability for any loss or damage of your Go Hearing devices, charging case or accessories that may result from the return shipping process. We highly recommend that you purchase additional shipping insurance when returning the aforementioned.

To qualify for the above refund, you will need to log a call with our contact center at any time before, but no later than 5pm (ET) on the 45th day after receipt. Once you have successfully logged your return, we may issue you a USPS returns number, which will be sent to you by email.

The USPS return number MUST be included on the return package. To be eligible for a refund, you will be required to send the OTC hearing aid(s) and all accessories back to us and provide the tracking number of the package within 7 (seven) days of logging your call with us. Once we have received the devices, charging case and accessories and have confirmed that they are eligible for return, we will process your full refund.

For your Go Hearing devices, charging case and accessories to be eligible for return:

- It must be returned in working order with everything that was included in the original packaging, together with all accessories, instructions and documentation (if any).
- Your Go Hearing devices and charging case must not be damaged, scratched, or soiled. Please treat products and packaging with reasonable care while in your possession. Nothing herein detracts from any right we may have to hold you liable for any damage you cause to a product (including its packaging) while in your possession.
- The USPS return number issued to you must be accurately and clearly reflected on the package that is returned.
- The package needs to be returned to the correct address as provided by us.

We are not able to accept the return of any products which do not comply with these conditions. Products returned without a valid USPS return number will be deemed not to have been validly returned and may be sent back to you at your own expense.

If the product is returned within 45 days of the date of receipt and you have complied with the above conditions you will be entitled to a full refund of the original purchase price. Any refunds shall be affected in the same manner in which your payment was made (i.e. by processing the refund against your credit card).

You may not under any circumstances resell any products purchased from us, whether through the website or any other means.

In the event that we receive incorrect, non-Go Hearing items from you, we will contact you to arrange for the return thereof. Please note that return shipping will be for your own account. If we are unable to obtain confirmation from you for the return of the incorrect items within 7 (seven) days of our receipt thereof, you hereby expressly agree that we are authorized to dispose of such incorrect items on your behalf.

## 24. Shipping

We only sell from this online store in the continental United States. We offer the option of free shipping throughout the continental United States. You may opt-in for express shipping during the checkout process at an additional cost. Please note that any return shipping or costs associated with re-shipping due to the incorrect delivery address will be for your own account. We are not liable for any products damaged or lost during shipping. If you received your order damaged, please contact the shipment carrier to file a claim. Please save all packaging materials and damaged goods before filing a claim.

Orders are shipped between 9 am and 3 pm CST (excluding weekends and US federal holidays).

We offer the following shipping options:

### **Free USPS Shipping**

- Standard USPS shipping: Order delivered within 4-6 business days (estimated)
- Please note that insurance is not included. Risk of non-delivery passes to you. This means that in the event that your order is not successfully delivered to you, or if your package is stolen or goes missing during or after the delivery process, we will not be held responsible for the replacement of your order or refund of any purchase. We will however assist you with any required paperwork to file a complaint with the relevant shipping service provider.
- Orders can be shipped to a PO Box.

### **Priority Shipping (at an additional cost)**

- UPS 2nd day air shipping: Order delivered within 2-3 business days (estimated)
- UPS insurance included.
- Orders cannot be shipped to a PO Box.

### **Expedited Priority Shipping (at an additional cost)**

- USPS air shipping: Order delivered within 1-2 days (including Saturdays) (estimated)
- USPS insurance included.
- Orders can be shipped to a PO Box.

### **USPS Shipping with Signature (at an additional cost)**

- Standard USPS shipping with signature: Order delivered within 2-3 business days (estimated)
- Please note that insurance is not included. Risk of non-delivery passes to you. This means that in the event that your order is not successfully delivered to you, or if your package is stolen or goes missing during or after the delivery process, we will not be held responsible for the replacement of your order or refund of any purchase. We will however assist you with any required paperwork to file a complaint with the relevant shipping service provider.
- Orders can be shipped to a PO Box.

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