



CARE CONNECT™

The Family Communicator™

Keeping Families Connected

**Legal/Safety/Regulatory/End-User License Agreement
Information for your CareConnect™ Device**

CERETEC LEGAL INFORMATION

By using this device, you accept the following terms and conditions and the terms in the Ceretec End User License Agreement as the legal agreement between you and Ceretec, Inc. for the CareConnect device.

- Ceretec grants you, the legal user of this device, the right to use any Ceretec software solely within the scope of the legitimate operation of this device. Ceretec software is the exclusive property of Ceretec. No further right is granted under this license, including but not limited to, distribution, reproduction, modification, and transmission. You may not reverse engineer, decompile, or disassemble the Ceretec software, except to the extent and only to the extent that such activity is otherwise permitted by applicable law notwithstanding this limitation.
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- This device contains software files subject to certain open source license agreements and such open source software files are subject to the notices and additional terms and conditions.
- When you access Wi-Fi® connections, the Wi-Fi® location information may be stored on your device.
- If you use third-party applications on this device, any information those applications collect (including location-based information) may be sent to third parties and merged with other customer information subject to their respective privacy policies. Please review them carefully.

Ceretec End User License Agreement (EULA)

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4. Critical Applications.

The Software is not designed or recommended for any "Critical Applications." "Critical Applications" means life support systems, connections to implanted medical devices, commercial transportation, nuclear facilities or systems or any other applications where product failure could lead to injury to persons or loss of life or catastrophic property damage. ACCORDINGLY, SHOULD YOU DECIDE TO USE THIS SOFTWARE FOR ANY CRITICAL APPLICATION CERETEC DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE USE OF THE SOFTWARE IN ANY CRITICAL APPLICATION. IF YOU USE THE SOFTWARE IN A CRITICAL APPLICATION, YOU, AND NOT CERETEC, ASSUME FULL RESPONSIBILITY FOR SUCH USE. Further you shall indemnify and hold CERETEC harmless from any and all damages, liabilities, costs, and expenses, including reasonable attorneys' fees and amounts paid in settlement of third party or government claims, incurred by CERETEC as a result of or in any way arising from such use.

5. Limitations related to using the CareConnect for communication with health care providers and the Health Insurance Portability and Accountability Act (HIPAA)

The HIPAA Privacy Rule allows covered health care providers to communicate electronically, such as through e-mail, with their patients, provided they apply reasonable safeguards when doing so. Certain precautions may need to be taken when using e-mail to avoid unintentional disclosures, such as checking the e-mail address for accuracy before sending, or sending an e-mail alert to the patient for address confirmation prior to sending the message. The CareConnect email system has been designed to be HIPAA compliant but with certain limitations. All information connecting your email address to you personally is stored separately from the email server that supports your CareConnect. This server complies with the HIPAA rules and is secured as required by these regulations. If an email message is intercepted, it will not be possible from the email address to identify you. While there is no personal information stored with the assignment of your email address in the CareConnect mail server system, the content that you or your health care providers insert into any email is not encrypted. Additionally, any other members of your household or visitors that have access to your CareConnect will have access to all messages received or sent. ACCORDINGLY, SHOULD YOU OR YOUR HEALTHCARE PROVIDER DECIDE TO USE THE CARECONNECT TO COMMUNICATE MESSAGES CONTAINING PERSONAL HEALTH INFORMATION, YOU, AND NOT CERETEC, ASSUME FULL RESPONSIBILITY FOR THE SECURITY OF THAT INFORMATION. Further you shall indemnify and hold CERETEC harmless from any and all damages, liabilities, costs, and expenses, including reasonable attorneys' fees and amounts paid in settlement of third party or government claims, incurred by CERETEC as a result of or in any way arising from such use.

Note that you have the right under the Privacy Rule to request and have a covered health care provider communicate with you by alternative means, such as by more secure electronic methods, or by mail or telephone. If you initiate communications with a provider using e-mail, the health care provider can assume (unless you have explicitly stated otherwise) that e-mail communications are acceptable to you.

6. Limitations on Reverse Engineering, Decompilation and Disassembly.

You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity constitutes a fair use under applicable copyright law, or has a legitimate business purposes of accessing information that is not protected by any intellectual property rights, or is otherwise permitted by applicable law notwithstanding this limitation.

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10. Governing Law.

This EULA will be governed by the laws of the State of California, United States of America, excluding its conflict of law provisions.

11. Severability.

If any provision of this EULA shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

12 No Waiver.

No waiver of any breach of any provision of this EULA shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. To the extent the terms of any CERETEC policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

Third Party Rights

THIRD PARTY COPYRIGHTS.

This device is not made or sold for unauthorized use of copyrighted works. It is only intended for lawful use. To the extent you need to obtain permission from a right holder before copying any materials, it is your responsibility to obtain such permission.

THIRD PARTY INTERNET AND OTHER SERVICES.

Third party services and other internet services that are or are not provided by Ceretec, may change and may be subject to internet service provider restrictions and be discontinued at any time. Ceretec makes no warranties, representations, or assurances about the content, availability or functionality of third-party content or services. Use of third party internet services may require the creation of a separate account through a computer with internet access and payment of one-time and/or recurring charges and membership. Not all third party services may be available on or compatible with this product. In order to experience the full suggested capabilities of this product, fully-compatible devices may be required.

NOTICE OF OPEN SOURCE SOFTWARE.

This device contains software files subject to certain open source license agreements and such open source software files are subject to the notices and additional terms and conditions. Additional open source licenses may be presented when registering and/or accessing certain applications included on your device. Such open source software files are provided on an "AS IS" basis to the maximum extent permitted by applicable law.

Safety Information

All of the Safety instructions contained in this manual must be read carefully and be fully understood before you attempt to use this device, in order to avoid potential hazards that could cause bodily injury, property damage, or damage to the device.

- The Safety Instructions contained in this Manual have been categorized according to the seriousness of the potential hazards, through the use of the following signal words.
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DANGER Indicates an imminently hazardous situation which, if not avoided, will result in death or serious injury.

WARNING Indicates a potentially hazardous situation which, if not avoided, could result in death or serious injury.

CAUTION Indicates a potentially hazardous situation which, if not avoided, may result in minor or moderate injury.

CAUTION Indicates a potentially hazardous situation which, if not avoided, may result in property damage.

NOTE Provides important information.

Safe use of device

WARNING Handling of the internal battery

- Never charge the battery by a method other than as instructed in the User's Guide.
- Failure to observe the foregoing could result in serious injury.

WARNING Battery warning indicators

- Always immediately turn the power off and disconnect the power cable/ cord plug from the plug socket and stop using the loss CareConnect if you observe any of the following conditions:
 - Offensive or unusual odor
 - Excessive heat
 - Discoloration
 - Deformation, cracks, or leaks
 - Smoke
 - Other Unusual event during use, such as abnormal sound
- Do not turn on the device's power again until an authorized Ceretec service provider has checked it for safety.
- Continued use could cause a fire or rupture possibly resulting in serious injury or device failure including but not limited to the loss of data.

WARNING Indications of damage if the device is dropped

- If the device is dropped, and emits smoke, unusual odor or excessive heat, immediately unplug the AC adaptor and shut off the device.
- Do not turn on the device's power again until an authorized Ceretec service provider has checked it for safety.
- Continuing to use your device could cause a fire or battery rupture possibly resulting in serious injury. It could also cause a device failure including but not limited to the loss of data.

WARNING Do not disassemble, modify, tamper with, or repair your Device

- Do not attempt to disassemble, modify, tamper with or repair device (including AC adaptor). Disassembly, modification, tampering or repairing the device could cause fire or electric shock, possibly resulting in serious injury. Please contact an authorized Ceretec service provider for any repair service.

WARNING Handling the AC adaptor and power cables/cords or plugs

- When handling the power cable/cord, follow these precautions:
- Never tamper with the power cable/cord or plug.
- Never cover the AC adaptor with any object.
- Never attempt to disassemble or repair an AC adaptor.
- Doing any of the above may damage the cables, and/or result in a fire or electric shock, possibly resulting in serious injury.

WARNING Attaching the power adapter

- Always confirm that the power adapter plug has been fully inserted into the socket, to ensure a secure electrical connection.
- Failure to do so may result in a fire or electric shock, possibly resulting in serious injury.
- Be careful if you use a multiple connector. An overload on one socket could cause a fire or electric shock, possibly resulting in serious injury.

WARNING Dust on the power plug connectors or connector base

- If dust gets on the power plug connectors or connector base, turn the power off and disconnect the power plug. Then clean the connector and/or connector base with a dry cloth.
- Continuing to use the product without cleaning the power plug may result in a fire or an electric shock, possibly resulting in serious injury.

WARNING Use only the CareConnect AC adaptor

- Always use the CareConnect AC adaptor that was provided with your device, or use AC adaptors specified by Ceretec to avoid any risk of fire or other damage to the device. Use of an incompatible AC adaptor could cause fire or damage to the device possibly resulting in serious injury. Ceretec assumes no liability for any damage caused by use of an incompatible adaptor.

WARNING Use correct power source

- Never plug the AC adaptor into a power source that does not correspond to both the voltage and the frequency specified on the regulatory label of the unit. Failure to do so could result in a fire or electric shock, possibly resulting in serious injury.

WARNING Do not handle the power plug with wet hands

- Never attempt to connect or disconnect a power plug with wet hands. Failure to follow this instruction could result in an electric shock, possibly resulting in serious injury.

CAUTION Turn off your device before cleaning it

- Always turn off the power, and disconnect the AC adaptor and all peripherals before cleaning your device.

NOTE Storing your device

- If you do not intend to use your device for a long period of time, disconnect the power plug from the plug socket and store your device in a plastic bag to avoid dust accumulation.

User recommendations

WARNING Some individuals may experience health-related complications when exposed to certain images or flashing lights (for example when playing videos or games). Discontinue use and consult a physician if you experience any health-related complications.

WARNING Do not use this device while driving.

WARNING Keep this device away from small children. This device is not a toy and may be hazardous to small children. For example, small detachable parts may be a choking hazard. Improper use of device could result in loud volume emitting from the device possibly causing hearing damage, and improper use and handling of batteries could result in possible injury.

CAUTION Do not set the volume too high on this device or when using headphones. Continuous exposure to loud sound can harm your hearing. Discontinue use and consult a physician if you experience any hearing discomfort.

CAUTION When performing tasks repeatedly such as pressing keys on your device, or staying in the same position for long periods of time, you may experience fatigue or occasional discomfort. Take short, strategically spaced rest breaks to avoid eye strain and body fatigue, for example, stand up and walk around, or stretch for a few minutes every hour. If you experience persistent or recurrent pain, ache, numbness, burning or stiffness you should promptly see a qualified health care provider. These sensations may be caused by serious medical conditions that can be treated.

Registration

Registering your device with Ceretec.

Product registration is strongly recommended, and allows Ceretec to remote load user information into the CareConnect device and to send Customer periodic updates, announcements, and special offers applicable to the Product. Product registration is best completed prior to the initial start-up of the Product by calling Customer Service at 1.714.823.3468 or 1.866.999.7225 (toll free), or it can be completed online at www.CareConnect-Us.com. Customer's failure to complete Product Registration will not diminish Customer's rights under this Limited Warranty.

NOTE To register online, you must be connected to the Internet.

REGULATORY INFORMATION**Recycling**

Please be kind to our shared environment. Your CareConnect contains a lithium ion battery and an LCD display. Check with your local government authority for details regarding where to recycle electronics or how to dispose of them properly. If you cannot find the information you need elsewhere, call Ceretec at: 1.714.823.3468 or 1.866.9997225 (toll free).

Product Disposal Information

Discard this device in accordance with applicable laws and regulations.

Disposal of this product may be regulated due to environmental considerations. For disposal, reuse or recycling information, please contact your local government or the Electronic Industries Alliance at www.eiae.org.

Protection of Stored Data

For your important data, please make periodic back-up copies of all the photos or other data stored on the USB memory drive or other storage devices as a precaution against possible failures, alteration, or loss of the data. Note that all photographs transferred to a memory stick used on the CareConnect will be resized to be no larger than 1600 by 980 pixels for optimal storage and display. The original pictures on the memory stick will not be saved. **IF YOUR DATA IS ALTERED OR LOST DUE TO ANY TROUBLE, FAILURE OR MALFUNCTION OF THE CARECONNECT OR USB MEMORY DRIVE OR OTHER STORAGE DEVICES AND THE DATA CANNOT BE RECOVERED, CERETEC SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS OF DATA, OR ANY OTHER DAMAGE RESULTING THEREFROM. WHEN COPYING OR TRANSFERRING YOUR DATA, PLEASE BE SURE TO CONFIRM WHETHER THE DATA HAS BEEN SUCCESSFULLY COPIED OR TRANSFERRED. CERETEC DISCLAIMS ANY LIABILITY FOR THE FAILURE TO COPY OR TRANSFER THE DATA CORRECTLY.**

Critical Applications

The device you have purchased is an FDA (USA) Class I listed device and is not designed for any "Critical Applications." "Critical Applications" means life support systems, connections to implanted medical devices, commercial transportation, nuclear facilities or systems or any other applications where product failure could lead to injury to persons or loss of life or catastrophic property damage. **ACCORDINGLY, CERETEC, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY AND ALL LIABILITY ARISING OUT OF THE USE OF THE DEVICE PRODUCTS IN ANY CRITICAL APPLICATIONS. IF YOU USE THE DEVICE PRODUCTS IN A CRITICAL APPLICATION, YOU, AND NOT CERETEC, ASSUME FULL RESPONSIBILITY FOR SUCH USE.**

Radio Frequency (RF) Energy Exposure

When the transmitter and receiver on your device is powered ON, RF energy is received and transmitted. The power level your device transmits at is controlled by your network access while in communication.

FCC Notice "Declaration of Conformity Information"

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, it may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment to an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

NOTE Only Peripherals complying with the FCC Class B limits may be attached to this equipment. Operation with noncompliant peripherals or peripherals not recommended by Ceretec is likely to result in interference to radio and TV reception. Shielded cables must be used between the external devices and the device's ports. Changes or modifications made to this equipment not expressly approved by Ceretec or parties authorized by Ceretec could void the user's authority to operate the equipment.

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions:

- This device may not cause harmful interference.
- This device must accept any interference received, including interference that may cause undesired operation.

Contact the Ceretec Customer Support Center: Within the United States at 1.714.823.3468 or 1.866.999.7225 (toll free). Outside the United States at +1.714.823.3468

Wireless Interoperability

The Ceretec Wireless LAN products are designed to be interoperable with any wireless LAN product that is based on Direct Sequence Spread Spectrum (DSSS) radio technology, and is compliant to:

- The IEEE 802.11 Standard on Wireless LANs (Revision B/G/N), as defined and approved by the Institute of Electrical and Electronics Engineers.

CAUTION *Bluetooth* and Wireless LAN devices operate within the same radio frequency range and may interfere with one another. If you use *Bluetooth* and Wireless LAN devices simultaneously, you may occasionally experience a less than optimal network performance or even lose your network connection. If you should experience any such problem, immediately turn off your *Bluetooth* or Wireless LAN device. Please contact Ceretec Customer Support Center: Within the United States at 1.714.823.3468 or 1.866.999.7225 (toll free). Outside the United States at +1.714.823.3468 for more information.

Wireless LAN and Your Health

Wireless LAN products, like other radio devices, emit radio frequency electromagnetic energy. The level of energy emitted by Wireless LAN devices however is far much less than the electromagnetic energy emitted by wireless devices like for example mobile phones. Because Wireless LAN products operate within the guidelines found in radio frequency safety standards and recommendations, Ceretec believes Wireless LAN is safe for use by consumers. These standards and recommendations reflect the consensus of the scientific community and result from deliberations of panels and committees of scientists who continually review and interpret the extensive research literature. In some situations or environments, the use of Wireless LAN may be restricted by the proprietor of the building or responsible representatives of the organization. These situations may for example include:

- Using the Wireless LAN equipment on board airplanes, or
- In any other environment where the risk of interference to other devices or services is perceived or identified as harmful.

If you are uncertain of the policy that applies on the use of wireless devices in a specific organization or environment (e.g. airports), you are encouraged to ask for authorization to use the Wireless LAN device prior to turning on the equipment.

CAUTION Exposure to Radio Frequency Radiation The radiated output power of the Ceretec Wireless LAN is far below the FCC radio frequency exposure limits. Nevertheless, the Ceretec Wireless LAN electronics shall be used in such a manner that the potential for

human contact during normal operation is minimized. The antenna(s) used for this transmitter must not be co-located or operating in conjunction with any other antenna or transmitter.

WARNING Turn Wi-Fi®, Bluetooth and Wireless WAN Functionalities off for Cardiac Pacemakers

- Turn Wi-Fi®, *Bluetooth*, and Wireless WAN functionality off when you are near a person who may have a cardiac pacemaker implant or other medical electric device. Radio waves may affect pacemaker or medical device operation, possibly resulting in serious injury. Follow the instructions of your medical device when using any Wi-Fi® or *Bluetooth* or Wireless WAN functionally.

Bluetooth Wireless Technology Interoperability

Bluetooth® electronics from Ceretec are designed to be interoperable with any product with *Bluetooth*® wireless technology that is based on Frequency Hopping Spread Spectrum (FHSS) radio technology, and is compliant to:

- *Bluetooth*® Specification as defined and approved by The *Bluetooth*® Special Interest Group.
- Logo certification with *Bluetooth*® wireless technology as defined by The *Bluetooth*® Special Interest Group.

CAUTION

- Always use *Bluetooth*® electronics from Ceretec in order to enable wireless networks between two Ceretec products.
- When you use *Bluetooth*® electronics from Ceretec close to 2.4 GHz Wireless LAN devices, *Bluetooth*® transmissions might slow down or cause errors. If you detect certain interference while you use *Bluetooth*® electronics from Ceretec, always change the frequency, move your device to the area outside of the interference range of 2.4 GHz Wireless LAN devices (40 meters/43.74 yards or more) or stop transmitting from your device.
- *Bluetooth*® and Wireless LAN devices operate with in the same radio frequency range and may interfere with one another. If you use *Bluetooth*® and Wireless LAN devices simultaneously, you may occasionally experience a less than optimal network performance or even lose your network connection. If you should experience any such problem, immediately turn off either one of your *Bluetooth*® or Wireless LAN.
- Please contact Ceretec Customer Support Center (Within the United States at 1.714.823.3468 or 1.866.999.7225. Outside the United States at +1.714.823.3468) for more information.

Bluetooth Wireless Technology and Your Health

The products with *Bluetooth*® wireless technology, like other radio devices, emit radio frequency electromagnetic energy. The level of energy emitted by devices with *Bluetooth*® wireless technology however is much less than the electromagnetic energy emitted by wireless devices such as mobile phones. Because products with *Bluetooth*® wireless technology operate within the guidelines found in radio frequency safety standards and recommendations, Ceretec believes *Bluetooth*® wireless technology is safe for use by consumers. These standards and recommendations reflect the consensus of the scientific community and result from deliberations of panels and committees of scientists who continually review and interpret the extensive research literature.

In some situations or environments, the use of *Bluetooth*® wireless technology may be restricted by the proprietor of the building or responsible representatives of the organization. These situations may for example include:

- Using the equipment with *Bluetooth*® wireless technology on board airplanes, or
- In any other environment where the risk of interference to other devices or services is perceived or identified as harmful. If you are uncertain of the policy that applies on the use of wireless devices in a specific organization or environment (e.g. airports), you are encouraged to ask for authorization to use the device with *Bluetooth*® wireless technology prior to turning on the equipment.

CAUTION Exposure to Radio Frequency Radiation

The radiated output power of the *Bluetooth*® electronics from Ceretec is far below the FCC radio frequency exposure limits. Nevertheless, the *Bluetooth*® electronics from Ceretec shall be used in such a manner that the potential for human contact during normal operation is minimized.

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Additional Product Information

For additional information on your device read the comprehensive electronic user's guide that is available at www.CareConnect-Us.com.

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