

DirectHearing.com

BILL OF SALE, RETURNS, AND ADDITIONAL TERMS AND CONDITIONS

1. Terms of Service

The Purchaser ("you", "your", "his", "her") has read and acknowledged Direct Hearing's ("us", "our", "Seller") Terms of Service as outlined on our website: www.DirectHearing.com. Further, your rights, responsibilities, as well as ours, are discussed herein and below, and you have read and acknowledged all of them, and agree to be bound by same.

2. Warranties

Direct Hearing provides a manufacturer's warranty **only** for **new** products. The length of warranty will vary by product and manufacturer's terms, starting at the date of shipment to you. Warranty terms are subject to Manufacturer's terms and conditions, and since such warranty is not through Direct Hearing, such warranty terms may not be held as against Direct Hearing. However, please contact us for questions, specific warranty information, length and terms.

3. Return Policy

If for whatever reason you aren't 100% happy with our hearing aids, you can return them to us for a full refund within sixty (60) days from the shipment date.

If you are returning your hearing aids during the 60-day span because they stopped working correctly, please make sure to do the following checks **first**:

- Clean the tubes, end pieces and ducts
- Replace Wax Trap (if applicable)
- Insert new batteries
- Make sure the device is switched on

Before returning your hearing aids please contact us at help@directhearing.com (or 855-505-4327) to obtain an RMA (Return Merchandise Authorization)

4. Adjustments

If you are not fully satisfied with the sound quality or amplification settings on the

hearing aid, the device might require some re-programming. We offer free programming for the life of the hearing aids, even after the warranty period has ended. Depending on the hearing aid model, you will have to send them back to us for adjustments or use the Remote programming abilities of your hearing aids, if applicable. Please contact us to discuss what needs to be adjusted. Note that we will not be able to cover your return shipping fees – return shipping fees are your responsibility.

5. Medical Opinion

The Purchaser has been advised at the outset of the Purchaser's relationship with Direct Hearing that any examination or representation made by a hearing aid provider or audiologist in connection with the practice of dispensing, fitting, or dealing in hearing aids is **not** an examination, diagnosis, or prescription by a person licensed to practice medicine in this state and, therefore, must not be regarded as medical opinion or advice. **This hearing aid will not restore normal hearing nor will it prevent further hearing loss.**

NOTICE FOR RESIDENTS OF ALABAMA, COLORADO, CONNECTICUT, FLORIDA, GEORGIA, HAWAII, IOWA, KENTUCKY, MARYLAND, MINNESOTA, MONTANA, NEBRASKA, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, OHIO, OKLAHOMA, PENNSYLVANIA, RHODE ISLAND, VERMONT, WEST VIRGINIA, WISCONSIN AND WYOMING:

IF YOU LIVE IN ONE OF THE STATES IDENTIFIED ABOVE, YOU MUST READ AND ACKNOWLEDGE THE TEXT FROM YOUR STATE BELOW.

ALABAMA

THE PURCHASER HAS BEEN ADVISED AT THE OUTSET OF HIS OR HER RELATIONSHIP WITH THE HEARING INSTRUMENT APPRENTICE, FITTER, OR DISPENSER THAT ANY EXAMINATION(S) OR REPRESENTATION(S) MADE BY A LICENSED HEARING INSTRUMENT APPRENTICE, FITTER, OR DISPENSER IN CONNECTION WITH THE FITTING AND SELLING OF THIS HEARING INSTRUMENT(S) IS NOT AN EXAMINATION, DIAGNOSIS, OR PRESCRIPTION BY A PERSON LICENSED TO PRACTICE MEDICINE IN THIS STATE AND, THEREFORE, MUST NOT BE REGARDED AS MEDICAL OPINION OR ADVICE.

COLORADO

THE PURCHASER HAS BEEN ADVISED AT THE OUTSET OF THE PURCHASER'S RELATIONSHIP WITH THE HEARING AID PROVIDER OR AUDIOLOGIST THAT ANY EXAMINATION OR REPRESENTATION MADE BY A HEARING AID PROVIDER OR AUDIOLOGIST IN CONNECTION WITH THE PRACTICE OF DISPENSING, FITTING, OR DEALING IN HEARING AIDS IS NOT AN EXAMINATION, DIAGNOSIS, OR PRESCRIPTION BY A PERSON LICENSED TO PRACTICE MEDICINE IN THIS STATE AND, THEREFORE, MUST NOT BE REGARDED AS MEDICAL OPINION OR ADVICE. THE BUYER

HAS THE RIGHT TO CANCEL THIS PURCHASE FOR ANY REASON AT ANY TIME PRIOR TO 12 MIDNIGHT OF THE 30TH CALENDAR DAY AFTER RECEIPT OF THE HEARING AID BY GIVING OR MAILING THE SELLER WRITTEN NOTICE OF CANCELLATION AND BY RETURNING THE HEARING AID, UNLESS THE HEARING AID HAS BEEN SIGNIFICANTLY DAMAGED BEYOND REPAIR WHILE THE HEARING AID WAS IN THE BUYER'S CONTROL. BY LAW, THE SELLER IS ALLOWED TO RETAIN AN ITEMIZED AMOUNT, NOT TO EXCEED FIVE PERCENT OF THE TOTAL CHARGE FOR THE HEARING AID, TO COVER THE COSTS OF A MANUFACTURER'S RETURN FEE AND THE MINIMUM COSTS OF MATERIALS USED BY THE REGISTERED HEARING AID PROVIDER, UNLESS THE HEARING AID IS RETURNED BECAUSE IT IS DEFECTIVE.

CONNECTICUT

THE BUYER HAS THE RIGHT TO CANCEL THIS PURCHASE OR RENTAL FOR ANY REASON AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRTIETH CALENDAR DAY AFTER RECEIPT OF THE HEARING AID. A CANCELLATION FEE OF TWELVE PER CENT OF THE PURCHASE PRICE MAY BE IMPOSED. ANY BUYER WHO ORDERS A HEARING AID AND LEAVES A DEPOSIT OF ONE HUNDRED DOLLARS OR MORE WITH THE SELLER SHALL BE ENTITLED TO CANCEL SUCH ORDER AND DEMAND A FULL REFUND OF SUCH DEPOSIT, LESS ANY EXAMINATION COSTS, IF THE BUYER IS UNABLE TO INSPECT THE HEARING AID AT THE SELLER'S PLACE OF BUSINESS WITHIN FORTY-FIVE DAYS AFTER THE DATE THE SELLER RECEIVES THE DEPOSIT.

FLORIDA

A HEARING AID WILL NOT RESTORE NORMAL HEARING, NOR WILL IT PREVENT FURTHER HEARING LOSS.

GEORGIA

I READ, UNDERSTAND AND HAVE SIGNED OR INITIALED A COPY OF THE REFUND AND RETURN POLICY. THE POLICY STATES IF, AND UP UNTIL WHAT DATE, I CAN RETURN THE HEARING AID FOR A FULL REFUND, A PARTIAL REFUND OF WHAT PERCENTAGE, OR A FULL OR PARTIAL CREDIT. THE POLICY ALSO IDENTIFIES WHAT FEES, IF ANY, FOR SERVICES WILL BE REFUNDED OR CREDITED WHEN THE HEARING AID IS RETURNED FOR REFUND OR CREDIT.

HAWAII

THE PURCHASER HAS BEEN ADVISED AT THE OUTSET OF THE PURCHASER'S RELATIONSHIP WITH THE HEARING AID DEALER AND FITTER THAT ANY EXAMINATION OR REPRESENTATION MADE BY A HEARING AID DEALER AND FITTER IN CONNECTION WITH THE FITTING AND SELLING OF THIS HEARING AID IS NOT AN EXAMINATION, DIAGNOSIS, OR PRESCRIPTION BY A PERSON LICENSED TO PRACTICE MEDICINE IN THIS STATE AND SHALL NOT BE CONSIDERED AS MEDICAL OPINION OR ADVICE.

IOWA

THE PURCHASER HAS BEEN ADVISED THAT ANY EXAMINATION OR REPRESENTATION

MADE BY A LICENSED HEARING AID DISPENSER IN CONNECTION WITH THE FITTING OR SELECTION AND SELLING OF THIS HEARING AID IS NOT AN EXAMINATION, DIAGNOSIS, OR PRESCRIPTION BY A PERSON LICENSED TO PRACTICE MEDICINE IN THIS STATE AND THEREFORE, MUST NOT BE REGARDED AS MEDICAL OPINION OR ADVICE.

KENTUCKY

THE CLIENT HAS THE RIGHT TO CANCEL THIS PURCHASE FOR ANY REASON AT ANY TIME PRIOR TO MIDNIGHT OF THE 30TH CALENDAR DAY AFTER ACTUAL RECEIPT OF THE HEARING INSTRUMENT(S). YOU MAY CANCEL THE PURCHASE BY NOTIFYING THE SELLER THAT YOU DO NOT WANT THE HEARING INSTRUMENT(S) BY MAILING A NOTICE BEFORE THE 45TH DAY AFTER RECEIPT OF THE HEARING INSTRUMENT(S) TO THE SELLER AT: help@directhearing.com (or 855-505-4327). UPON CANCELLATION, THE SELLER MAY KEEP UP TO 10% OF THE SELLING PRICE.

MARYLAND

YOU MAY CANCEL THIS PURCHASE FOR ANY REASON, AT ANY TIME WITHIN 45 BUSINESS DAYS AFTER THE DATE OF DELIVERY OF THE HEARING AID. TO COVER THE COSTS OF DISPENSING THE HEARING AID, THE SELLER MAY WITHHOLD FROM THE REFUND 10 PERCENT OF THE PURCHASE PRICE OR THE SELLER'S ACTUAL COSTS UP TO 20 PERCENT OF THE PURCHASE PRICE. IF YOU DECIDE TO CANCEL THIS CONTRACT: 1) YOU MUST PROVIDE NOTICE OF CANCELLATION IN WRITING, WITHIN 30 DAYS OF THE DATE OF DELIVERY OF THE HEARING AID, TO THE SELLER AT ADDRESS OF SELLER; AND 2) YOU MUST MAKE THE HEARING AID AVAILABLE TO THE SELLER, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN YOU RECEIVED IT. THE SELLER MAY NOT ATTEMPT TO OBTAIN A WAIVER OF YOUR RIGHTS TO CANCEL.

MINNESOTA / MONTANA

IF YOU HAVE ANY QUESTIONS REGARDING YOUR CONSUMER RIGHTS WITH RESPECT TO HEARING AIDS AND RELATED DEVICES, CONTACT THE STATE BOARD OF HEARING AID DISPENSERS. MONTANA BOARD OFFICE NUMBER: (406) 841-2395.

NEBRASKA

THE PURCHASER HAS BEEN ADVISED AT THE OUTSET OF HIS OR HER RELATIONSHIP WITH THE HEARING INSTRUMENT SPECIALIST THAT ANY EXAMINATION OR REPRESENTATION MADE BY A LICENSED HEARING INSTRUMENT SPECIALIST IN CONNECTION WITH THE FITTING AND SELLING OF THIS HEARING INSTRUMENT IS NOT AN EXAMINATION, DIAGNOSIS, OR PRESCRIPTION BY A PERSON LICENSED TO PRACTICE MEDICINE IN THIS STATE AND THEREFORE MUST NOT BE REGARDED AS MEDICAL OPINION OR ADVICE.

NEW HAMPSHIRE

THIS HEARING AID WILL NOT RESTORE NORMAL HEARING NOR WILL IT PREVENT FURTHER HEARING LOSS. YOU HAVE THE RIGHT TO CANCEL THIS PURCHASE OR RENTAL FOR ANY REASON WITHIN 30 DAYS AFTER RECEIVING THE HEARING AID.

NEW JERSEY

THE PURCHASER HAS BEEN ADVISED AT THE OUTSET OF HIS RELATIONSHIP WITH THE HEARING AID DISPENSER THAT ANY EXAMINATION OR REPRESENTATION MADE BY A LICENSED HEARING AID DISPENSER IN CONNECTION WITH THE PRACTICE OF FITTING AND SELLING OF THIS HEARING AID, OR HEARING AIDS, IS NOT AN EXAMINATION, DIAGNOSIS, OR PRESCRIPTION BY A PERSON LICENSED TO PRACTICE MEDICINE IN THIS STATE, OR BY CERTIFIED AUDIOLOGISTS AND THEREFORE MUST NOT BE REGARDED AS MEDICAL OPINION.

NEW YORK

IN ADDITION TO OTHER RIGHTS, THE BUYER HAS THE RIGHT TO CANCEL THIS PURCHASE FOR ANY REASON AT ANY TIME PRIOR TO TWELVE MIDNIGHT OF THE 45TH CALENDAR DAY AFTER RECEIPT OF THE HEARING AID AND RETURN THE HEARING AID IN THE SAME CONDITION, ORDINARY WEAR AND TEAR EXCLUDED. BY LAW, THE SELLER IS ALLOWED TO RETAIN AN AMOUNT UP TO TEN PERCENT OF THE TOTAL PURCHASE PRICE OF THE CANCELLED HEARING AID, INCLUDING BATTERIES AND CORDS OR ACCESSORIES THERETO, INCLUSIVE OF ALL FEES RELATED TO THE HEARING AID.

OHIO

THE PURCHASER IS ADVISED THAT ANY EXAMINATION, FITTING, RECOMMENDATION, OR REPRESENTATION MADE BY A LICENSED HEARING AID DEALER OR FITTER IN CONNECTION WITH THE SALE OF THIS HEARING AID IS NOT AN EXAMINATION, DIAGNOSIS, OR PRESCRIPTION MADE BY A PERSON LICENSED TO PRACTICE MEDICINE IN THIS STATE AND THEREFORE MUST NOT BE REGARDED AS MEDICAL OPINION OR ADVICE. RIGHT TO RETURN THE HEARING AID WITHIN 45 BUSINESS DAYS AND RECEIVE A REFUND UNDER OHIO LAW (O.R.C. 1345.30), A CONSUMER HAS THE RIGHT TO RETURN A HEARING AID FOR ANY REASON WITHIN 45 BUSINESS DAYS AFTER IT IS ORIGINALLY DELIVERED TO THE CONSUMER OR A PERSON ACTING ON THE CONSUMER'S BEHALF AND TO RECEIVE A REFUND OF THE CONSIDERATION PAID FOR THE HEARING AID LESS AN AMOUNT SPECIFIED BY THE HEARING AID DEALER, HEARING AID FITTER, PHYSICIAN, OR AUDIOLOGIST TO COVER EXPENSES INCURRED IN CONNECTION WITH THE HEARING AID NOT LATER THAN 10 DAYS AFTER PRESENTING PROOF OF PAYMENT FOR THE HEARING AID AND RETURNING IT IN THE CONDITION IN WHICH IT WAS RECEIVED, EXCEPT FOR NORMAL WEAR AND TEAR. IN THIS CASE THE AMOUNT DEDUCTED FROM THE REFUND WILL BE \$0. CHARGES FOR EAR MOLDS ARE SEPARATE FROM THE CONSIDERATION PAID FOR THE HEARING AID AND ARE NOT REFUNDABLE.

OKLAHOMA

OKLAHOMA STATE LAW GIVES THE PURCHASER THE RIGHT TO CANCEL THIS PURCHASE FOR ANY REASON BY RETURNING THE HEARING AID TO THE HEARING AID PROVIDER AT ANY TIME PRIOR TO MIDNIGHT OF THE FORTY-FIFTH BUSINESS DAY AFTER RECEIPT OF THE HEARING AID. BY LAW, THE HEARING AID PROVIDER

MAY BE ENTITLED TO A CANCELLATION FEE NOT TO EXCEED TEN PERCENT (10%) OF THE TOTAL PURCHASE PRICE FOR THE HEARING AID OR ONE HUNDRED FIFTY DOLLARS (\$150.00) PER HEARING AID, WHICHEVER IS LESS, TO COVER THE COSTS INCURRED BY THE HEARING AID PROVIDER. IF THE PURCHASER RETURNS THE HEARING AID WITHIN THE FORTY-FIVE DAY PERIOD, THE PURCHASER WILL RECEIVE A REFUND OF THE FULL PURCHASE PRICE. IF THE HEARING AID PROVIDER FAILS TO COMPLY WITH THIS PROVISION, COMPLAINTS SHOULD BE FORWARDED TO:

OKLAHOMA STATE DEPARTMENT OF HEALTH
OCCUPATIONAL LICENSING DIVISION
1000 N.E. 10TH STREET
OKLAHOMA CITY, OKLAHOMA 73117

PENNSYLVANIA

THE PURCHASER HAS BEEN ADVISED AT THE OUTSET OF HIS RELATIONSHIP WITH THE HEARING AID DEALER THAT ANY EXAMINATION OR REPRESENTATION MADE BY A REGISTERED HEARING AID DEALER AND FITTER IN CONNECTION WITH THE PRACTICE OF FITTING AND SELLING OF THIS HEARING AID, IS NOT AN EXAMINATION, DIAGNOSIS OR PRESCRIPTION BY A PERSON LICENSED TO PRACTICE MEDICINE IN THIS COMMONWEALTH AND THEREFORE MUST NOT BE REGARDED AS MEDICAL OPINION. IF YOUR RIGHTS ARE VIOLATED, YOU MAY CONTACT THE STATE BUREAU OF CONSUMER PROTECTION, THE PENNSYLVANIA DEPARTMENT OF HEALTH IN HARRISBURG, OR YOUR LOCAL DISTRICT ATTORNEY. 45 DAY MONEY BACK GUARANTEE: IF A HEARING AID IS RETURNED WITHIN 45 BUSINESS DAYS OF DATE OF DELIVERY IN THE SAME CONDITION, ORDINARY WEAR AND TEAR EXCLUDED, YOU ARE ENTITLED TO A REFUND OF THE PORTION OF THE PURCHASE PRICE OF THE HEARING AID AND ACCESSORIES AS ITEMIZED ON THE RECEIPT, LESS THE CANCELLATION FEE STATED ABOVE. IF A CANCELLATION FEE IS IMPOSED THE NONREFUNDABLE AMOUNT FOR EACH AID AND ACCESSORIES CANNOT EXCEED 10% OF THE PURCHASE PRICE OF THE HEARING AID AND ACCESSORIES OR \$150.00 PER AID AND ACCESSORIES, WHICHEVER IS LESS. IF YOU CANCEL YOUR ORDER PRIOR TO DELIVERY, YOU ARE ENTITLED TO FULL REFUND OF THE PURCHASE PRICE OF THE AID AND ACCESSORIES.

RHODE ISLAND

A HEARING AID WILL NOT RESTORE NORMAL HEARING. THE PURCHASER HAS A THIRTY (30) DAY TRIAL PERIOD DURING WHICH TIME SHE/HE MAY RETURN THE INSTRUMENT, IN THE ORIGINAL CONDITION LESS NORMAL WEAR, WITH NO FURTHER FINANCIAL OBLIGATION. THIS PRODUCT IS PROTECTED BY CHAPTER 945 OF TITLE 6 ENTITLED "ENFORCEMENT OF ASSISTIVE TECHNOLOGY WARRANTIES" WHICH SHALL BE MADE AVAILABLE BY THE DISPENSER, UPON REQUEST." THE PURCHASER SHALL HAVE ACCESS TO THE DISPENSER DURING THE TRIAL PERIOD, IN ORDER TO RECEIVE APPROPRIATE FOLLOW-UP MONITORING, (I.E., MODIFICATION, ADJUSTMENT, REPROGRAMMING, OR SHELL REFIT), IN ORDER TO OPTIMIZE COMFORT AND INSTRUMENT BENEFIT). THE TRIAL PERIOD MAY BE EXTENDED BEYOND THIRTY (30) DAYS IF AGREED TO IN WRITING BY THE DISPENSER AND THE

CONSUMER.

VERMONT

NOTICE OF 45 DAY TRIAL PERIOD. YOU HAVE 45 DAYS FROM THE DAY THAT YOU RECEIVE YOUR HEARING AID TO TRY IT OUT AND DECIDE WHETHER YOU WISH TO KEEP IT. THE 45 DAY PERIOD DOES NOT INCLUDE ANY DAYS THAT THE HEARING AID IS IN THE POSSESSION OF THE DISPENSER, MANUFACTURER, REPAIRER OR THEIR AGENTS. IF, IN YOUR OPINION, DURING THE 45 DAY TRIAL PERIOD YOU FEEL THAT THE HEARING AID IS NOT SATISFACTORY FOR YOU, YOU HAVE A RIGHT TO RETURN THE HEARING AID AND RECEIVE A REFUND OF THE FULL PRODUCT PRICE. HOWEVER, IF YOU HAVE DAMAGED THE HEARING AID, YOUR REFUND WILL BE REDUCED BY THE REASONABLE COST OF DAMAGE. IN ORDER TO RETURN THE HEARING AID, CONTACT CUSTOMER SERVICE AT help@directhearing.com (or **855-505-4327**).

WEST VIRGINIA

YOU HAVE THE RIGHT TO RETURN THE HEARING AID TO THE DEALER FROM WHOM IT WAS PURCHASED AT ANY TIME WITHIN FORTY-FIVE (45) BUSINESS DAYS AFTER RECEIPT OF THE AID AND RESCIND THE PURCHASE AGREEMENT EXCEPT FOR REASONABLE FITTING AND EXAMINATION CHARGES (\$125.00 MAXIMUM FITTING CHARGE), IF THE AID DOES NOT FUNCTION PROPERLY OR CANNOT BE ADJUSTED TO CORRECT THE DEFICIENCY IN YOUR HEARING OR IS OTHERWISE UNSATISFACTORY. THE AID SO RETURNED MUST BE WITHOUT DAMAGE.

WISCONSIN

THE PURCHASER HAS BEEN ADVISED BY THE HEARING INSTRUMENT SPECIALIST THAT ANY EXAMINATION OR REPRESENTATION MADE BY THE HEARING INSTRUMENT SPECIALIST IN CONNECTION WITH THE FITTING AND SELLING OF THIS HEARING AID IS NOT AN EXAMINATION, DIAGNOSIS, OR PRESCRIPTION BY A PERSON LICENSED TO PRACTICE MEDICINE IN THIS STATE AND THEREFORE MUST NOT BE REGARDED AS MEDICAL OPINION OR ADVICE.

WYOMING

THE PURCHASER HAS BEEN ADVISED THAT ANY EXAMINATION OR REPRESENTATIONS MADE BY A LICENSED HEARING AID SPECIALIST IN CONNECTION WITH EITHER THE FITTING OR SELLING OF THIS HEARING AID IS NOT AN EXAMINATION, DIAGNOSIS OR PRESCRIPTION BY A PERSON LICENSED TO PRACTICE MEDICINE IN THIS STATE AND SHALL NOT BE REGARDED AS MEDICAL OPINION.