



MEDICAL ASSURANCE POLICY CERTIFICATE OF LIMITED WARRANTY & DISCLAIMER

TERMS & CONDITIONS

1. REGISTRATION REQUIRED. To be eligible for the 'Medical Assurance Policy', you must register your Unequal Head Products that are the Halo, Uncap, Gyro, Dome and Solo (hereafter defined as "Unequal Products"), within thirty (30) days of purchase at www.Unequal.com/register/.

2. WARRANTY. I, the purchaser of and/or the registered user of the within Unequal Product, or if the registered user is a minor, then the registered user's parent or legal guardian (collectively referred to as "You"), represent that one or both of You are over the age of eighteen (18), and that You have read and understood the entire WARNING, FDA Disclaimer, Release, and Waiver of Claims Agreement, and will act accordingly.

Unequal Technologies Company ("Unequal"), warrants that the Unequal Product purchased by You is free from defects in material and workmanship which could cause You an injury requiring medical care when properly used in a supervised athletic contest or coach-supervised training session. This warranty shall extend for a period of one (1) year from the date of purchase, and after such time the warranty is deemed null and void.

3. REIMBURSEMENT OBLIGATION. Unequal's obligations under this policy shall be limited solely to the Copayment paid by You to treat your actual injuries for the body part protected by the Unequal Product for up to three (3) medical services, subject to a total maximum payment of Five Hundred (\$500.00) Dollars. Nothing provided herein to the contrary, all such medical services must be obtained within the one (1) year period starting from the date of purchase of the Unequal Product.

A "Copayment" or "Copay" is defined as a fixed amount for a covered service, paid by You before the patient receives service from the physician. In the United States, Copayment is a payment defined in an insurance policy and paid by You, the insured, each time a medical service is accessed. A "medical service" shall mean each time You are required to make a Copayment or Copay.

4. GENERAL DISCLAIMER. No head protection can prevent concussions or eliminate the risk of serious head or neck injuries while playing sports, nor protect You from serious brain and/or neck injuries including paralysis or death. To avoid these risks, do not engage in sports.

5. MEDICAL ASSURANCE POLICY. Unequal's Medical Assurance Policy is intended to provide financial comfort when the Unequal Product is purchased, used properly and registered.

6. HOW IT WORKS. To qualify for this Medical Assurance Policy, this Unequal Product and You must register within thirty (30) days of the purchase date at www.Unequal.com/register/. If the registered user is a minor, the registered user's parent or legal guardian must register this Unequal Product. If registered within thirty (30) days of purchase, this policy shall extend for a period of one (1) year from the purchase date; otherwise limited protections provided under this policy shall be null and void. This limited policy only applies in the event that You are injured as a result of impact to the area covered by an Unequal Product while properly using the Unequal Product in a supervised athletic contest or coach-supervised training session. Unequal's obligations under this policy shall be limited solely to the reimbursement of the Copayment paid by You to treat your actual injuries for up to three (3) medical services, subject to a total maximum payment of Five Hundred (\$500.00) Dollars. Void where prohibited.

7. REQUIREMENTS.

The foregoing notwithstanding, Unequal shall have no responsibility or liability hereunder unless:

- i. You registered the Unequal Product within thirty (30) days of purchase date at www.Unequal.com/register/; and
- ii. The registered Unequal Product was used by You in accordance with the printed instructions and this Warranty accompanying the Unequal Product;
- iii. The injury was the direct result of impact to the area covered by the registered Unequal Product when properly used by You in a supervised athletic contest or coach-supervised training session; and
- iv. You send to Unequal via mail service with a tracking number the following: (1) the purchase receipt for the registered Unequal Product; (2) a complete written 'Notice of Injury' statement that is substantiated by a statement from a licensed doctor that provided the necessary medical treatment within thirty (30) days of the injury date on which You were injured; and (3) an 'Officiator Statement' declaring that the registered Unequal Product was in proper use by You at the time of injury from either (i) a participating game official, if it was a supervised contest; or (ii) a supervising coach or school superintendent, if it was a practice session.

If all these terms and conditions of the warranty and policy are deemed satisfied by Unequal, in its sole discretion, then You will receive a reimbursement check for your Copayment(s) within 4 - 6 weeks of Unequal's receipt of the required information and documents. Even if your three (3) Copayments were in excess of Five Hundred (\$500.00) Dollars, the reimbursement shall be limited to Five Hundred (\$500.00) Dollars. Void where prohibited.

This warranty is made in lieu of all other warranties, express or implied, including but not limited to the implied warranty for a particular purpose, the implied warranty of merchantability, and any implied warranty arising out of a course of dealing, custom, usage or trade. The product is being sold "as is" and "with all faults". Except as is otherwise expressly provided herein, unequal disclaims all liability for loss, injury or damage based upon negligent design or defects in materials and workmanship for the unequal product.

Keep this Medical Assurance Policy disclaimer and store receipt in your records. In case of injury, mail a copy of the store receipt, the notice of injury, and accompanying statements to: