

OnlineHearing

The Original Online Hearing Store

FDA Waiver and Purchase Agreement

I acknowledge that I am 18 years of age or older and that I have been advised by Online Hearing that the Food and Drug Administration (FDA) has determined that my best health interest would be served if I had a medical evaluation by a licensed physician (preferably a physician who specializes in diseases of the ear) before purchasing a hearing aid. I do not wish a medical evaluation before purchasing a hearing aid.

If you have or think you may have any of the following conditions, Online Hearing advises you to consult promptly with a licensed physician (preferably an ear specialist) prior to purchase:

- Visible deformity of the ear
- Fluid or drainage from the ear within the past 90 days
- Sudden, rapidly progressing, or fluctuating hearing loss
- Spells of acute or chronic dizziness
- Hearing loss only on one side that worsened in the past 90 days
- Ear canal blockage, a lasting ear infection or a plugged up fullness feeling
- Excessive wax buildup, or a history of excessive wax buildup
- Pain or discomfort in the ear
- Ringing in one or both ears within last 90 days

You are purchasing a hearing aid based upon the information you have submitted to Online Hearing. 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 and, therefore, must NOT be regarded as medical opinion or advice. A hearing aid will NOT restore normal hearing, nor will it prevent further hearing loss. - It is also recommended that an Otoscopic exam is performed before the purchase of a hearing aid and a remote or in-person fitting session is highly recommended for delivery of hearing aid devices. By signing this waiver you agree that you are the person that will be the end-user and wearer of these hearing aids, and that the reason for purchasing these hearing aids from Online Hearing is for the sole purpose of personal use only and not for competitive research, resale, or any other reason.

Aid Information:

| | Manufacturer: | Model & Style: | Color: | Battery: | Conditions: |
|----|---------------|----------------|--------|----------|---|
| L: | | | | | <input type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Rebuilt |
| R: | | | | | <input type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Rebuilt |

Warranty and Money Back Guarantee:

Warranty: Online Hearing provides manufacturer's warranty for BRAND NEW products. Length of warranty varies by product and manufacturer's terms, starting at the date of shipment to you. Warranty terms subject to Manufacturer's terms and conditions. Contact us for specific warranty information, length and terms.

Loss and Damage Insurance: Loss and Damage Insurance is provided through the Manufacturer of the Hearing Aid. The insurance allows complete replacement of a hearing aid, and you are allowed to have one insurance claim per serial number. There is a copay associated with the insurance claim that is dependent on the manufacturer, and the copay is on a per serial number basis. Contact us for additional information. If you do not ask for the copay amount ahead of time, we will inform you of the copay amount before you decide to execute a loss and damage claim.

If you need to exercise a loss and damage insurance claim before the 60-Day Money Back Guarantee period has finished, you will be charged the standard copay to process the claim. We will provide the copay amount either verbally or written via email. Once the claim has been filed, the remaining period of your 60-Day Money Back Guarantee is void for any serial numbers that were involved in the replacement process.

If you wish to return a single unit after the purchase of a pair of hearing aids, we will refund half the purchase amount. Any promotions that were acquired when purchasing a pair of hearing aids will be void and any accessories will need to be shipped back with your single unit unless otherwise stated. If you acquired a discount during one of our promotions in which the discount only applied to a pair of hearing aids, we will refund half of the purchase amount minus the discount value unless otherwise stated

Money Back Guarantee: Online Hearing can provide a refund on your purchase within 60 days of when the order arrived at your doorstep ("return deadline"), as determined by the tracking number provided at time of shipment. In order to receive the refund, a RMA Number must be provided on or before the return deadline, which can be received by calling 855-394-3274. All of the contents of the original order must then arrive at the address provided when being issued the RMA Number within 14 days of the number being issued.

Online Hearing will not pay for any return shipping, whether that be for a repair, exchange, or return, nor will we provide a return label. During an exchange only, Online Hearing has the discretion to issue a partial refund upwards of \$20 on the hearing aids to help cover the return shipping, and can be used once per exchange. This amount will reduce the overall purchase price of the hearing aids, thus reducing the total refund amount able to be refunded should the patient decide at a later date to return the order. Online Hearing must wait until the initial order is returned before sending out a new order in an exchange. If the order being exchanged is worth more than the initial order, the difference must be paid at the time an exchange is agreed upon. If the order being exchanged is worth less than the initial order, the difference will be refunded within approximately 7 business days of the new set being shipped.

Online Hearing reserves the right to exclude shipping from the return amount during a return, which will be a flat rate of \$20 for any orders delivered to an address here in the Continental United States, and \$40 for either Alaska or Hawaii. To quickly process your refund, please clean the tubes, end pieces and ducts, and/or replace the wax traps of the hearing aids. Most refunds take approximately 5-7 business days to process internally.

Consumer Protection Information:

A hearing aid will not restore normal hearing, nor will it prevent further hearing loss. I have been advised by the dispenser of hearing instruments that any examination or representation made by a licensed fitter and dispenser of hearing instruments in connection with the fitting and selling of the hearing instrument(s) is not an examination, diagnosis or prescription by a person duly licensed and qualified as a physician or surgeon authorized to practice medicine in this state and, therefore, must not be regarded as medical opinion or advice.

Client/Buyer Signature: _____

Waiver of Medical Examination Requirements:

I have been advised by Online Hearing that the Food & Drug Administration has determined that my best health interest would be served if I had a medical evaluation by a licensed physician (preferably a physician who specializes in diseases of the ear) before purchasing a hearing aid. **I do not wish for a medical evaluation before purchasing a hearing aid.**

Client/Buyer Signature: _____

You also agree that you have read, understand and agree with our “Terms of Service” accessible at www.onlinehearing.com/tos and that you’ve reviewed a copy of our Bill of Sale outlining the terms of your purchase available at www.onlinehearing.com/billofsale

Print Name: _____

Date: _____ Signature: _____

Delivery:

We have scheduled an initial fitting appointment for you on _____ in which a licensed provider in your state will perform a remote fitting with your hearing aids. Should you need any further support beyond that point, feel free to get in contact with Online Hearing either via email (help@onlinehearing.com) or phone (855-394-3274)

To Be completed at the initial fitting:

Left Aid Serial #: _____

Right Aid Serial #: _____

Dispenser Signature: _____

Dispenser License # and State _____