

## Online Hearing

### **BILL OF SALE**

#### **1. Terms of Service**

The purchaser has read and acknowledged Online Hearing's Terms of Service as outlined on our website: [www.onlinehearing.com](http://www.onlinehearing.com)

#### **2. Warranty and Loss & Damage**

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 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.

#### **3. Return Policy**

-We can provide a refund on your purchase within 60 days of shipment. We do reserve the right to exclude shipping from the return amount, which will be a flat rate of \$20 for any orders delivered to an address here in any 50 states of the United States, and \$189 for any orders shipped outside one of the 50 states of the United States.

To quickly process your refund, please clean the tubes, end pieces and ducts. Replace Wax Trap (If applicable) for a full refund within 60 days from the shipment date.

**Before returning your hearing aids please contact us (855-394-3274) to obtain an RMA Number**

#### **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 we will not be able to cover your return shipping fees.

#### **5. Medical Opinion**

The purchaser has been advised at the outset of the purchaser's relationship with Online 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: 100 BULL ST. SUITE 200 SAVANNAH, GA 31401. 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.

30 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 855-394-3274 TO RETURN DEVICE TO 100 BULL ST. SUITE 200 SAVANNAH, GA 31401

#### **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.