

OPEN

*OPEN Sound Enhancement & Hearing
Protection Manual & Warranty*

***Sport**EAR.*

OPEN

!!! Important Performance & Safety Tips for Your New OPEN

Congratulations on the purchase of your new OPEN personal sound amplification devices. Whether you are using this for general sound enhancement, hearing protection or both, OPEN offers you the best product for fit, performance and reliability.

In order to ensure you receive the best performance from your new OPEN devices, please thoroughly read the enclosed manual.

Hearing loss can happen gradually or quickly, depending on the levels of noise(s) exposed to your ears. Once hearing loss occurs, it does not reverse its course, THE DAMAGE IS DONE. Many who suffer hearing loss wish they had a better understanding of this process sooner rather than later in life. Take action now and protect your ears from further damage.

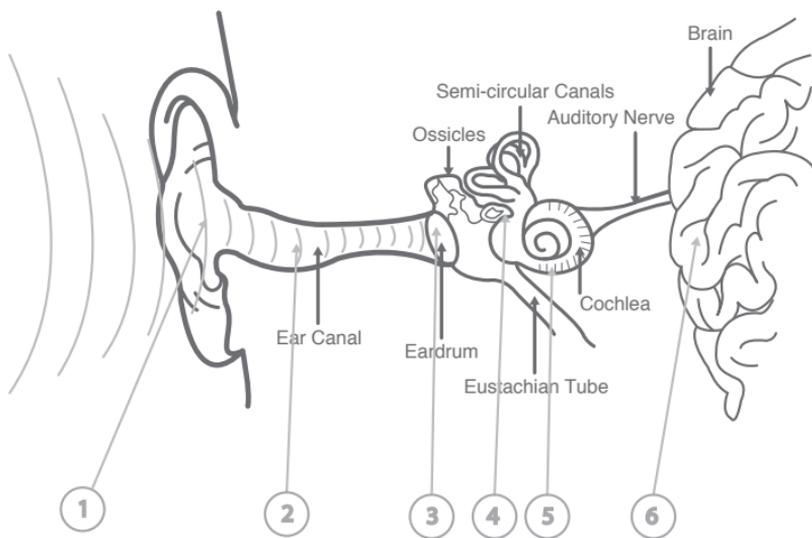
ALWAYS make sure you use the product as intended for best results. ALWAYS use your new OPEN devices when in damaging loud environments.

Make sure your product is working properly before use in extreme environments, so you get the performance and protection your ears need.

See the following charts on "How the Ear Works" and The Decibel (dB) Rating Chart

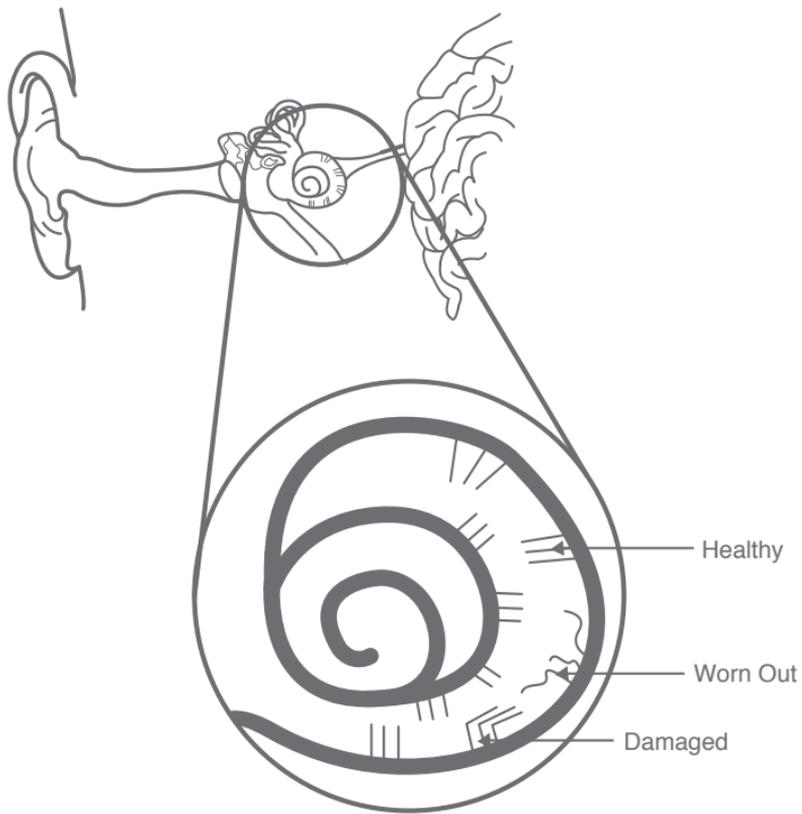
How the Ear Works

1. Acoustic design of the outer ear captures the oncoming sound waves.
2. Sound waves enter the ear canal and penetrate the eardrum (tympanic membrane).
3. The eardrum taps the malleus causing a chain reaction with the stapes and the incus.
4. The incus taps the cochlea, causing a hydraulic effect on 35,000-40,000 hair-like nerves (cilia) in the cochlea.
5. As the cilia are pushed, they send a signal through the auditory nerve to the brain.
6. The brain registers the incoming signal as a specific sound.



How the Ear Gets Damaged

1. As the nerves continually bend over from oncoming sound, they eventually begin to wear out or even break off (especially from damaging loud sounds).
2. Therefore, they do not respond as sensitively as they used to and your ability to hear continues to diminish over time. Extreme loud noises can damage your hearing instantly and permanently.



How to Help the Ear Hear Better

A traditional piano has 88 strings that allow you to create many beautiful sounds for your enjoyment. A traditional guitar only has six strings. Your ear has 35,000-40,000 strings on a piano. This is the most advanced sound system on the planet. But just as strings on a piano, they can be easily damaged if you are not careful. Once damaged, **they cannot be restored to normal**. If your ears have been damaged and you need to hear better, then modern technology offers digital hearing enhancement. This allows you to have personal hearing device(s) tuned to match the deficiency in your hearing. If you are missing more high tones in your hearing, then you can have your devices programmed to enhance those sounds only. Therefore, your hearing device(s) will give the added stimulation to those damaged nerves (cilia) without affecting the other sounds. This will help you hear things again more clearly. Please see the entire SportEAR product line and call one of our SportEAR product specialists to help determine any additional needs.

The Decibal Rating Chart

SOUND	NOISE LEVEL (dB)	EFFECT
Whisper	30	Very Quiet
General Household Electronics	70-90	Moderate to Loud & Invasive
Industrial Environments	85-140	For any noise over 85 db see OSHA note below
Music Concerts	110-140	See OSHA & Threshold of pain notes below
Power Tools	110-140	
Firearm(s) Shooting	110-185	Extreme Hearing Damage

OSHA Hearing Chart shows hearing damage and loss occur when exposed to sounds at 85 dB or louder for an 8 hour or greater period of time.

Threshold of pain occurs for most people around 125 dB.

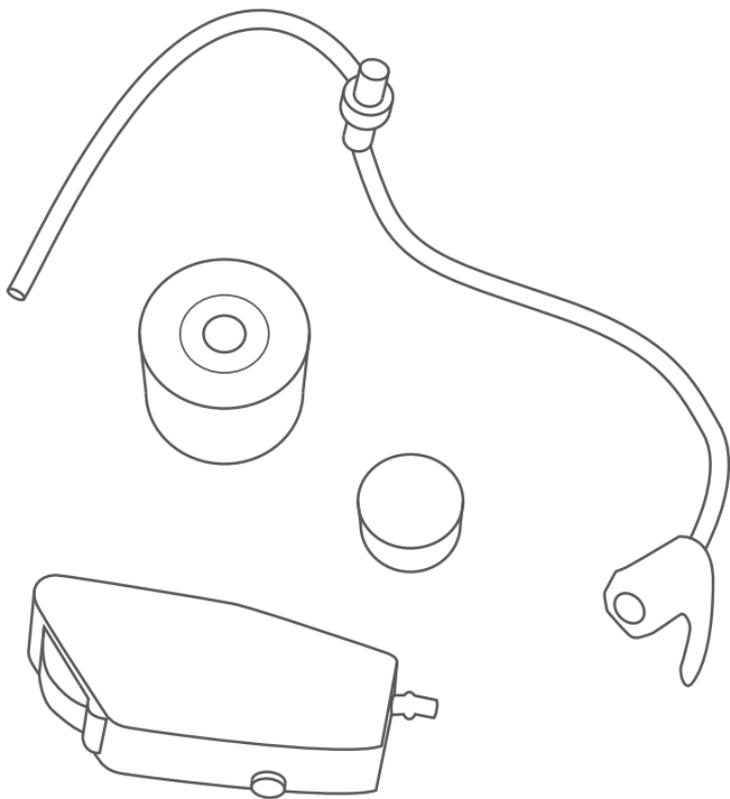
General hearing enhancement & protection has become a widely discussed topic in recent years. More than ever, people and businesses realize the dangers of loud noise exposure on the human ear. Anyone suffering from hearing loss would reverse it immediately, if possible. Now with the OPEN, **you can protect your hearing while maintaining your ability to hear well**, even enhance your hearing above its normal capacity.

Once permanent hearing loss sets in, speech and communication become very difficult. Even with hearing aids, your hearing will never be the same. Whether you use your OPEN for work or recreation, please remember to use them anytime you are exposing your ears to damaging loud sounds. OPEN offers an incredible solution to help you work and play safely, by hearing important noises around you and protecting your hearing at the same time.

***Always Protect Your Hearing
in Every Noisy Environment, Maintain
Your Hearing Throughout Your Life***

YOUR SportEAR OPEN KIT INCLUDES:

- Your state-of-the-art SportEAR OPEN
- Cleaning brush and cleaning wire for the tubes
- SportEAR carrying case
- Instructions / Warranty / Service Information
- Size 10 Batteries
- 3 sets of tips
(Flare Tips, Foam Tips, Clear Acoustics Tips)



Battery Installation (Size 10)

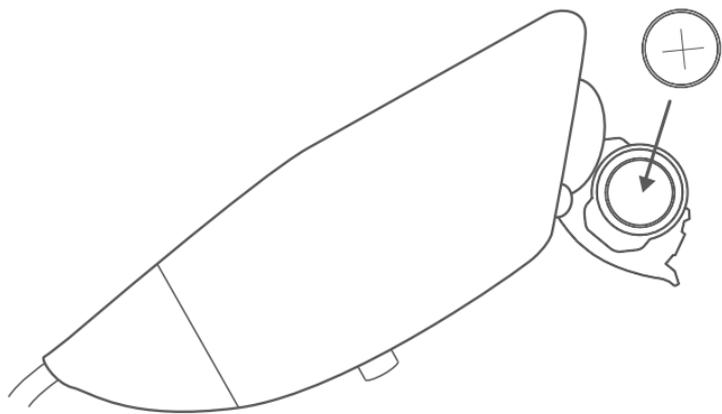
1. Remove protective tab from battery.
2. Open the battery compartment by placing your fingernail under the edge of the battery door and gently pulling outward.
3. Insert the battery **into the battery door** so the + side of the battery is up, then close the door.

CAUTION: Never force the door shut. To remove the battery, gently lift it out using your thumb and forefinger.

Most hearing aid batteries last 140 hours (7-10 days) when the unit is used from morning to night on a daily basis. If you are not actively using your SportEAR, you should remove the battery and place the yellow tab on the back side of the battery to preserve battery life.

WARNING:

**HEARING AID BATTERIES ARE DANGEROUS IF SWALLOWED
IF HEARING AID BATTERIES ARE SWALLOWED, SEEK
IMMEDIATE ATTENTION AND CALL THE NATIONAL
BUTTON BATTERY HOTLINE COLLECT AT (202) 625-3333.
KEEP BATTERIES, SOFT TIPS, AND SPORTEAR DEVICES OUT
OF THE REACH OF CHILDREN AND PETS. ANIMALS ARE
PARTICULARLY ATTRACTED TO HEARING DEVICES AND
MAY CHEW OR DESTROY YOUR INSTRUMENTS.**



Select Your Tip

Clear Acoustics or Flare Tips are for hearing enhancement purposes only and provide no hearing protection. The Comfort Foam Tip is for hearing enhancement with protection, Make sure it seals your ear canal off well. If there are any gaps, the SportEAR will not give you maximum hearing protection. Larger and smaller tips and tubes are available directly through SportEAR. Call us for additional help if needed.

Attach the Tips to Your SportEAR

1. Place the open end of the tip over the sound opening of the SportEAR tube. Gently push until the tip is seated securely on the SportEAR tube. Make sure that the tip is installed correctly before putting the tube into your ear.
2. To remove the tip, gently pull off with one finger on each side of the tip.

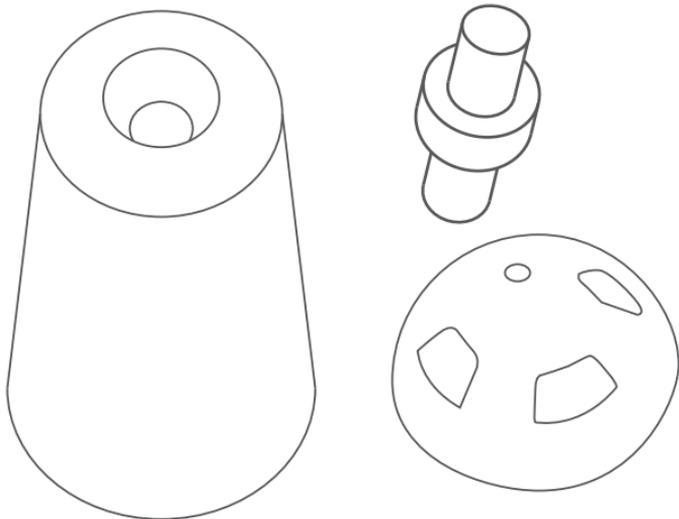
Never use a tip that has been worn by someone else or if it becomes dirty, torn, or damaged.

Use only SportEAR Authorized Tips.

Replacement Clear Acoustics and Comfort Foam tips can be purchased directly from SportEAR.

CAUTION:

Never insert your SportEAR into your ear without a proper tip installed first.

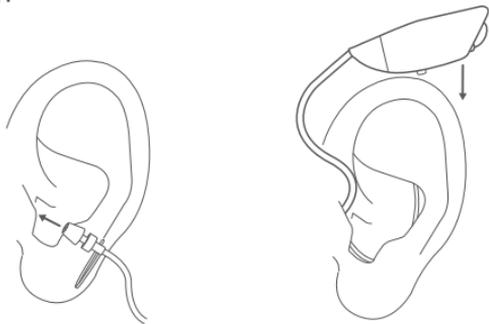


Wearing Your SportEAR

1. To insert SportEAR into your ear, identify the right and left sides by the marking on the SportEAR tubes.
Red lettering for right ear
Blue lettering for left ear
2. Start by gently inserting the tip into your ear canal. Never push so far that it becomes painful as this can severely damage your ear.
3. Once into place, then wrap the tail inside of the inner cup part of your ear. Then tuck the device itself comfortably behind your ear. To get the Comfort Foam tip deeply seated, it may be easier if you use your other hand to gently pull the back of your ear (toward the back of your head) while inserting the SportEAR. Squish tip to get a better fit while inserting into ear canal.
4. After you have the SportEAR correctly situated, adjust the volume by gently pushing the button. When it beeps 1x that is for setting one and so on up to 4 for the 60, 90, and 360 models. Volume will adjust accordingly for 30 model. **(Settings outlined on page 18)**
5. If you hear a feedback or whistling sound, make sure your SportEAR is seated properly and your tip is inserted correctly. If the feedback or whistling continues, call us for help. Make sure

your battery is good and then adjust between programs to find the right setting for you.

6. To remove your SportEAR, simply pull on the tube to get the tip to come out of your ear canal and then pull the device from behind your ear.
7. After removing the SportEAR from your ear, remember to turn it off to conserve battery power. You can do this by opening the battery door.



NOTE: If you cannot eliminate feedback (squealing noise) from the unit, call us toll free at 866.422.5502.

CAUTION: If you do not have a snug fit, the unit may not provide the necessary protection from damaging sounds!

30 Models

1. Moderate volume increase
2. Louder volume increase
3. Maximum volume increase

60, 90, 360 Models

1. Moderate volume increase
2. Moderate volume increase with automatic background noise reduction
3. Louder volume increase
4. Maximum compression/hearing protection for more aggressive recreational and industrial environments.

You may have your OPEN 60, 90, & 360 models programmed and reprogrammed however you prefer. Just mail your SportEAR devices to us with a note or a phone call of how you want them programmed for your best use and satisfaction. There are literally thousands of options with the SportEAR revolutionary new 100% digital technology for your listening enjoyment.

Cleaning Your SportEAR

To keep your SportEAR operating correctly, you should clean it regularly when you see wax, moisture, dirt or anything else building up on it.

1. Remove the tips. Using the cleaning brush, use the brush to remove any accumulated wax from the exposed sound outlet. If wax is located inside the sound outlet, use the brush to dislodge it. Be careful not to push any wax into the opening of the sound outlet.
2. Using a clean, soft cloth or tissue paper, gently wipe the shell unit until clean. Use the brush to remove any wax from the faceplate.
3. Remove the tubing by securing the sides with your fingers (so you don't twist the device apart & break it, as this would not be covered under the warranty). Turn the tube a quarter turn and pull away from the device. Once removed insert the cleaning wire through to push out any wax, etc., that is plugging up the tube.

Care & Maintenance

- DO NOT immerse your SportEAR in water. DO NOT use in the shower or other wet environments.
- All tips and device should be cleaned regularly.
- Gently soak the soft tips in warm soapy water and then wipe off with a dry cloth. Do not REATTACH to the SportEAR until tip is completely dry.
- The tubing should be kept free of ear wax or other obstructions.
- Keep your SportEAR as dry as possible and do not expose to excessive heat, such as on the dashboard of a car or in direct sunlight for long periods of time.

CAUTION: Remove your SportEAR during any electromagnetic procedures, such as a MRI or CAT scan.

Troubleshooting

If you are having problems with your SportEAR,

check the following:

- Make sure battery is inserted correctly, the battery door is closed tightly, and the unit is switched on and the volume turned up.
- Tips and the unit are clean and clear of earwax or any obstruction.
- Exposed sound outlet must be clear of obstruction. (DO NOT put any object other than cleaning brush into the sound outlet)
- Exposing your SportEAR to dampness can shorten battery life and eventually damage the instrument.

Repair and Service

Repair and service of your SportEAR can be obtained directly through the manufacturer. Any repair work performed by someone other than the manufacturer may void the warranty.

Customer Service

At SportEAR, we appreciate your business and are here to help with all your questions. Please feel free to reach us Monday - Friday Mountain Standard Time (MST) from 9 am - 5 pm at 1-866-422-5502

LIMITED 1 YEAR CONSUMER WARRANTY

SportEAR, LLC, 12397 S. 300 E. Suite 100, Draper, UT 84020 USA
1-866-422-5502

Please read the following before submitting a claim. Also read below How to Submit a Claim. SportEAR, LLC extends this warranty to You. Statutory or common law may provide You with additional rights or remedies, which shall not be affected by this Limited Warranty.

DEFINITIONS

"Adequate Use" means use of the Product (i) within home dwelling, (ii) for private (as opposed to commercial) purposes, (iii) in conformance with all applicable local, state and federal laws, codes or regulations (including without limitation building and/or electrical codes). (iv) in accordance with manufacturer recommendations and/or instructions in the materials and documentation that accompany the Product, and (v) if applicable, with proper electrical grounding.

"Authorized Dealer" means any distributor, reseller or retailer that (i) was duly authorized to do business in the jurisdiction where it sold the Product to You, (ii) was permitted to sell You the Product under the laws of the jurisdiction where You bought the Product, and (iii) sold You the product new and in its original packaging.

"Formal Warranty Claim" means a claim made in accordance with the section Formal Warranty Claims herein.

"Product" means a Product (i) that is an official SportEAR Product that You purchased from an Authorized Dealer new and in its original packaging, and (iii) whose serial number, if any, has not been removed, altered, or defaced.

"Product Defect" means an inadequacy of the Product that existed at the time when You purchased it from an Authorized Dealer and causes a failure of the Product to perform in accordance with SportEAR's documentation accompanying the Product, unless such failure has been caused completely or partly by (a) any use other than Adequate Use, (b) transportation, neglect, misuse or abuse by anyone other than SportEAR employees, (c) alteration, tampering or modification of the product by anyone other than an SportEAR employee, (d) accident (other than a malfunction that would otherwise qualify as a Product Defect), (e) maintenance or service of the Product by anyone other than an SportEAR employee, (f) exposure of the Product to heat, bright light, sun, liquids, sand or other contaminants, or (g) acts outside the control of SportEAR, including without limitation acts of God, fire, storms, earthquake or flood.

"Warranty Period" means the time period during which SportEAR must have received your Formal Warranty Claim. SportEAR's entire OPEN line carries a One Year Limited Warranty. The One Year Period commences on the date of original purchase of Your product or when you actually received Your new product from the Authorized Dealer (whichever comes later) as evidenced by Your original receipt or the Authorized Dealer's Invoice, sales receipt or packing slip. If You do not have written proof of the date of purchase or receipt, then the Warranty Period commences three (3) months after the date the product left SportEAR as evidenced by SportEAR's shipping records.

PLEASE NOTE: YOU MUST CALL SPORTEAR AND OBTAIN A RETURN AUTHORIZATION NUMBER (as described in the How to Make a Claim section) within two (2) months after You discover a Product Defect (or should have discovered it, if Product Defect was obvious).

"You" means the first individual person that purchased the Product in its original packaging from an Authorized Dealer. This Limited Warranty does not apply to persons or entities that bought the Product (i) in used or unpackaged form, (ii) for resale, lease or other commercial use, or (iii) from someone other than an Authorized Dealer.

SCOPE OF THIS LIMITED WARRANTY

PRODUCTS If the Product contained a Product Defect when You bought it from an Authorized Dealer and SportEAR receives a Formal Warranty Claim from You within two (2) months after You discover such Product Defect (or should have discovered it, if such Product Defect was obvious) and before the end of the Warranty Period for Product Defects applicable to the affected Product, then SportEAR will provide You with one of the following remedies: (1) SportEAR will repair or, at SportEAR's sole discretion, replace the Product, or (2) refund to You the purchase price You paid to the Authorized Dealer for the affected Product if repair or replacement is not commercially practicable or cannot be timely made. NOTE: SPORTEAR DOES NOT ASSUME ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES UNDER THIS LIMITED WARRANTY.

GENERAL PROVISIONS

CHOICE OF LAW/JURISDICTION This Limited Warranty and any disputes arising out of or in connection with this Limited Warranty (Disputes) shall be governed by the laws of the state of Utah, USA, excluding conflicts of law principles and excluding the Convention for the International Sale of Goods. The courts of Utah shall have exclusive jurisdiction over any Disputes.

OTHER RIGHTS

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION, AND WHICH SHALL NOT BE AFFECTED BY THIS LIMITED WARRANTY. THIS WARRANTY EXTENDS ONLY TO YOU AND CANNOT BE TRANSFERRED OR

ASSIGNED. If any provision of this Limited Warranty is unlawful, void or unenforceable, that provision shall be deemed severed and shall not affect any remaining provisions. In case of any inconsistency between the English and other versions of this Limited Warranty, the English version shall prevail.

FORMAL WARRANTY CLAIM

HOW TO MAKE A CLAIM In the event of a product defect, You must follow these instructions: (1) Call SportEAR within two (2) months after You discover a Product Defect (or should have discovered it, if such Product Defect was obvious) (2) Give a detailed explanation of the product defect (3) Obtain a Return Authorization Number (4) Upon receipt of a claim form (which may be sent to You after You filed Your Formal Warranty Claim), fill out the claim form entirely (5) Return the Products, shipping prepaid by You (to be refunded if you are entitled to a remedy under the Scope of this Limited Warranty), to SportEAR for verification of product defect, along with a copy of Your original sales receipts and proof

of purchase (UPC label or packaging slip) for such Products, the completed claim form, and printed Return Authorization Number on the outside of the return package (the claim form will include instructions for return).

CONTACT INFORMATION

By phone in the United States and Canada: 1-866-422-5502

By email: customersupport@sportear.com

For additional phone numbers please visit SportEAR.com for details.

FURTHER PROCEEDINGS SportEAR will determine whether a Product Defect existed. SportEAR, at its sole discretion, may direct You to obtain a repair estimate at a service center. If a repair estimate is required, You will be instructed on how to properly submit the estimate and the resulting invoice to SportEAR for payment. Any fees for repairs may be negotiated by SportEAR.

TIMING If You bring a Formal Warranty Claim and fully comply with all terms and conditions of this Limited Warranty, SportEAR will use its best efforts to provide You with a remedy within thirty (30) days after receipt of Your Formal Warranty Claim (if you reside in the United States or forty-five (45) days if You reside elsewhere), unless obstacles outside SportEAR's control delay the process.

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