

Terms of Use

Date: 04th May 2022

OVERVIEW

This website is operated by Blaid's LLC. Throughout the site, the terms "we", "us" and "our" refer to Blaid's/Blaid's Hearing. Blaid's offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on wordpress. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use

of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 - PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain

any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or

conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Blaid's LLC, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Blaid's LLC and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 15 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 17 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements,

communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of United States.

SECTION 19 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 20 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at support@blaidshearing.com

Notes:

The buyer has been advised at the outset of his or her relationship with a Blaid's Specialist that any examination or representation made by Blaid's LLC in connection with the business of dispensing this hearing aid, or hearing aids, is not an examination, diagnosis, or prescription by a person, and therefore, must not be regarded as medical opinion.

NOTICE REGARDING MEDICAL OPINION

If you are a resident of Alabama, Colorado, District of Columbia, Florida, Hawaii, Iowa, Kentucky, Massachusetts, Nebraska, New Hampshire, New Mexico, New York, New Jersey, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, Texas or Wyoming, YOU MUST READ AND ACKNOWLEDGE THE TEXT FROM YOUR STATE BELOW REGARDING MEDICAL OPINIONS.

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 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 buyer has been advised at the outset of the buyers relationship with the dispenser that any examination or representation made by a dispenser 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.

DISTRICT OF COLUMBIA

This hearing aid will not restore normal hearing nor will it prevent further hearing loss. A return visit to a physician who is an ear specialist or audiologist after the purchase of this aid will help you in best adapting to it.

FLORIDA

A hearing aid will not restore normal hearing, nor will it prevent further hearing loss.

HAWAII

The purchaser has been advised at the outset of the purchasers 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 hearing aid specialist 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 purchaser has been advised at the outset of his or her relationship with the specialist in hearing instruments that any examination(s) or representation(s) is not an examination, diagnosis, or prescription by a person licensed to practice medicine in this state and therefore shall not be regarded as medical opinion or advice.

MASSACHUSETTS

This hearing aid will not restore normal hearing nor will it prevent further hearing loss. The sale of a hearing aid is restricted to those individuals who have obtained a medical evaluation from a licensed physician or otolaryngologist. A fully informed adult whose religious or personal beliefs preclude consultation with a physician may waive the requirement of a medical evaluation. The exercise of such a waiver is not in your best health interest and its use is strongly discouraged. It is also required that a person under the age of eighteen years obtain an evaluation by an audiologist in addition to the medical evaluation before a hearing aid can be sold to such person.

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.

NEW MEXICO

Buyer has been advised that licensee is not a licensed physician and that the examination and recommendation is made as a hearing aid dispenser or audiologist and not as a medical diagnosis or prescription.

NEW YORK

The buyer has been advised at the outset of his or her relationship with a Licensed specialist that any examination or representation made by a hearing aid dispenser in connection with the business of dispensing this hearing aid, or hearing aids, is not an examination, diagnosis, or prescription by a person licensed to practice medicine in New York, and therefore, must not be regarded as medical opinion.

NEW JERSEY

The purchaser has been advised at the outset of his or her relationship with the hearing aid dispenser that any examination or representation made by a 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.

NORTH DAKOTA

Any examination or representation made by a hearing aid 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.

OHIO

The purchaser is advised that any examination, fitting, recommendation, or representation made by a 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.

OKLAHOMA

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 therefore must not be regarded as medical opinion or advice. Further, it is recommended that medical advice from a licensed physician should be obtained.

OREGON

It is desirable that a person seeking help with a hearing problem (especially for the first time) consult an ear doctor and obtain a clinical hearing evaluation. Although hearing aids are often recommended for hearing problems, another form of treatment may be necessary.

PENNSYLVANIA

The purchaser has been advised at the outset of his or her 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.

RHODE ISLAND

The purchaser has been advised at the outset of his/her relationship with the hearing aid dealer that any examination(s) or representation(s) made by a licensed hearing aid dealer and fitter in connection with the fitting and selling of this hearing aid(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.

TEXAS

The client has been advised that any examination or representation made by a hearing instrument dispenser or apprentice permit holder or temporary training permit holder 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 the State of Texas 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 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.

NOTICE REGARDING RETURNS AND ADJUSTMENTS

If you are a resident of ALASKA, CALIFORNIA, COLORADO, CONNECTICUT, GEORGIA, IDAHO, Kentucky, MAINE, MARYLAND, MINNESOTA, NEVADA, New Hampshire, New York, Ohio, OKLAHOMA, Pennsylvania, Rhode Island, TEXAS, VERMONT, VIRGINIA, or WEST VIRGINIA, YOU MUST READ AND ACKNOWLEDGE THE TEXT FROM YOUR STATE BELOW REGARDING RETURNS AND ADJUSTMENTS. PLEASE NOTE OUR STANDARD RETURN PERIOD OF 45 DAYS IS LONGER THAN WHAT MOST STATES REQUIRE.

ALASKA

You may cancel this transaction within 30 days from the date you receive the hearing aid or this notice, whichever is later. You may also cancel this transaction within 60 days from the date you receive the hearing aid or this notice, whichever is later, if the hearing aid dealer is not a licensed

physician or a licensed audiologist and if a licensed physician or a licensed audiologist advises you in writing to cancel this transaction.

If you cancel this transaction, the property you traded in, the payments you made under the sale or lease (less certain costs allowed by state law) and any negotiable instrument executed by you will be returned within 20 days following receipt by the hearing aid dealer of your cancellation notice, and the hearing aid dealer will cancel any security interest arising out of the sale or lease.

CALIFORNIA

Purchase may contact Blaid's at <mailto:support@blaidshearing.com> or the address and the office hours available for Blaid's Specialist for fitting or post-fitting adjustments and servicing of the hearing aids.

This hearing aid is warranted to be specifically fit for the particular needs of you, the buyer. If the hearing aid is not initially fit for your particular needs, it may be returned to the seller within 45 days of the initial date of delivery to you. If you return the hearing aid, the seller will either adjust or replace the hearing aid or promptly refund the total amount paid. This warranty does not affect the protections and remedies you have under other laws.

COLORADO

The buyer has been advised at the outset of the buyers relationship with the dispenser that any examination or representation made by a dispenser 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 on the 45th calendar day after receipt of the hearing aid by giving or mailing the dispenser 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 buyers control. The dispenser will promptly refund all moneys paid for the purchase of a hearing aid if it is not delivered to the consumer within the 30-day period. The sale is void and unenforceable if the hearing aid being purchased is not delivered to the consumer within 30 days after the date the written contract is signed or the receipt is issued, whichever occurs later.

CONNECTICUT

The buyer has the right to cancel this purchase or rental for any reason at any time prior to midnight of the thirtieth (30) 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.

If the buyer returns the hearing aid in the same condition as when purchased, ordinary wear and tear excepted, within thirty days of the date of receipt of such hearing aid by such purchaser, such buyer shall be entitled to free adjustment of such hearing aid or the return of the full purchase price of the hearing aid and accessories as itemized on the bill of sale.

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.

IDAHO

This bill of sale is null and void and unenforceable if the hearing aid being purchased is not delivered to the buyer within thirty (30) days of the date the written contract is signed. In the event the hearing aid is not delivered to the consumer within thirty (30) days of the date the written contract is signed, the licensee shall promptly refund any and all moneys paid for the purchase of the hearing aid.

KENTUCKY

Client's right to cancel within 30 days. 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 day listed on the last page of this bill of sale titled notice of return to the seller at: upon cancellation, the seller may keep up to 10% of the selling price.

MAINE

A 45-day trial period begins on the delivery date. Within the 45-day trial period, the dealer licensee shall contact the purchaser and provide any service, fitting or repair that may be necessary for the beneficial and comfortable use of the hearing aid(s).

MARYLAND

You may cancel this purchase for any reason, at any time within 45 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 the cancellation in writing, within 45 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.

MINNESOTA

Minnesota state law gives the buyer the right to cancel this purchase for any reason at any time prior to midnight of the 45th calendar day after receipt of the hearing aid(s). This cancellation must be in writing and must be given or mailed to the audiologist or certified dispenser. If the buyer decides to return the hearing aid(s) within this 45-calendar-day period, the buyer will receive a refund of the total purchase price of the aid(s) from which the audiologist or certified dispenser may retain as a cancellation fee no more than \$250.

NEVADA

Buyers may contact Blaid's for follow-up appointment to take place no later than 21 days after hearing aid is delivered. Please send email to support@blaidsh hearing.com

NEW HAMPSHIRE

You have the right to cancel this purchase or rental for any reason within 45 days after receiving the hearing aid.

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 days after receipt of the hearing aid and return the hearing aid in the same condition, ordinary wear and tear excluded. Blaid's will pay for return shipment. 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. Purchase may contact Blaid's by sending email to support@blaidsh hearing.com for the address and the office hours available for Blaid's Specialist for fitting or post-fitting adjustments and servicing of the hearing aids.

OHIO

Right To Return The Hearing Aid Within 45 And Receive A Refund Under Ohio law (section 1345.30 of the Revised Code): A consumer has the right to return a hearing aid for any reason within 45 days after it is originally delivered to the consumer or a person acting on the consumers behalf and receive a refund of the consideration paid for the hearing aid less an amount specified by the hearing aid dealer or fitter, physician, or audiologist to cover expenses incurred in connection with the hearing aid not later than fifteen 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.

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 (45) calendar 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 thirty-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

During the forty five day period, if the hearing aid is returned for repairs or adjustments the forty five day period shall be tolled until return of the aid(s) to the purchaser.

PENNSYLVANIA

If a hearing aid is returned within 45 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 and above, less the cancellation fee stated above. If a cancellation fee is imposed the non-refundable 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, and a full refund for services not yet rendered.

RHODE ISLAND

The purchaser has a thirty (45) 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 45 of Title 6 entitled «Enforcement of Assistive Technology Warranties» which shall be made available by the dispenser, upon request.

TEXAS

Blaid's recommends a follow-up appointment within forty five (45) days after the hearing instrument fitting. Please send an email to support@blaidshearing.com

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 and receive a refund, contact Blaid's at support@blaidshearing.com not later than 45 days after delivery of the hearing aid.

VIRGINIA

Within 45 days of the date of delivery, any buyer of a hearing aid shall be entitled to return the hearing aid for any reason, provided such aid is returned in satisfactory condition. Such purchaser shall be entitled to a replacement, or a refund of all charges paid, less a reasonable charge for medical, audiological, and hearing aid evaluation services provided by the hearing aid specialist.

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) 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.