

OWNER'S MANUAL FOR INSTRUCTIONAL USE AND PRODUCT CARE

Before using ShoulderSphere please visit <http://www.ShoulderSphere.com> and watch the INSTRUCTIONAL video. Make sure the Tracker is tuned off when not in use.

This product does not replace other shoulder training programs.

If you experience any pain or discomfort while using this product, you **MUST** immediately stop using it and **MUST** seek medical advice if the pain or discomfort does not cease within 24 hours. Seek immediate medical attention if you experience severe pain or discomfort including, but not limited to, chest pain, shortness of breath, nausea, and/or vomiting.

Using this product may unmask a pre-existing asymptomatic condition in the arm and the shoulder such as an already torn rotator cuff. Stop using this product and seek medical attention if there is any pain or discomfort that does not go away within 24 hours. Seek immediate medical attention if you experience severe pain or discomfort including, but not limited to, chest pain, shortness of breath, nausea, or vomiting.

Since ShoulderSphere can be a very powerful and intense exercise program, do not attempt to initiate a workout program if you have had any injury or surgery to the neck, chest, shoulder, arm, elbow, forearm, wrist, or hand, without clearance from your orthopaedic surgeon first.

Stop if you experience any pain or discomfort in the neck, shoulder, chest, arm, elbow, wrist or hand, while using ShoulderSphere. Only resume a workout program when cleared by your orthopaedic surgeon.

Individual results may vary even with the same workout program.

Training with this product does not guarantee future improvements in shoulder performance, strength, or endurance; nor will it prevent shoulder injury.

The exercise techniques as demonstrated are merely suggestions.

You must obtain medical professional clearance prior to starting to exercise with this product if you have ever had a history of shoulder injury or surgery; or any issues with the same arm including, but not limited to, the hand, wrist, or elbow.

WARNING: Do not use ShoulderSphere if dropped and cracked, chipped or damaged in any way.

PRODUCT CARE: Avoid leaving or storing ShoulderSphere in extreme temperatures. **DO NOT DROP. SHOULDERSPHERE WILL CRACK IF DROPPED.** Do not leave ShoulderSphere in a hot or brightly sunlit location. Keep ShoulderSphere in a dry

environment at all times. Do not immerse ShoulderSphere in water or use abrasives of any kind (especially harsh detergents or steel wool). If necessary, clean ShoulderSphere by wiping carefully with a microfiber cloth dampened with warm water. Let dry before using.

DISCLAIMER

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL SALES AND USES. PLEASE REVIEW CAREFULLY. THESE TERMS AND CONDITIONS INCLUDE LIMITED WARRANTIES, AND DISCLAIMERS OF LIABILITY, AND ARBITRATION PROVISIONS. KEEPING, USING, OR ALLOWING USE OF THIS PRODUCT INDICATES YOUR AGREEMENT TO THESE TERMS. IF YOU DO NOT WISH TO AGREE TO THESE TERMS, YOU HAVE 10 DAYS FROM DATE OF PURCHASE TO RETURN THE UNUSED PRODUCT.

DEFINITION

“ShoulderSphere” as used herein means Limbic, Inc. and any and all of its affiliates and/or subsidiaries and/or business agents, servants, and employees.

Products sold by ShoulderSphere include equipment and gear used in exercise, fitness, training, physical therapy, and rehabilitation. Injuries can occur by participating in any of these activities. You participate in any of these activities at your own risk. You agree to consult with your personal physician before participating in any of these activities. Read, understand, and follow specific warnings and instructions on products, in product literature, or inserts, and on the <http://www.ShoulderSphere.com> website before using the product. Save these documents for reference.

ASSUMPTION OF THE RISK

By buying, using, providing, or allowing the use of ShoulderSphere or any of its products, you understand and agree that exercise, fitness, training, physical therapy, and rehabilitation are potentially injurious activities and, to the extent permitted by law, YOU EXPRESSLY AND VOLUNTARILY ASSUME THE RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN SUCH ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER FAULT of ShoulderSphere, including but not limited to, equipment malfunction from whatever cause, or any other fault of ShoulderSphere. Additionally, you agree to indemnify, defend, and hold ShoulderSphere harmless from any third party claims arising from such activities or any other ShoulderSphere product.

DUTY OF PHYSICAL THERAPISTS, COACHES, TRAINERS, GYMS, AND HEALTH CLUBS TO INFORM OTHERS OF THESE TERMS AND CONDITIONS

Before you allow others to use a ShoulderSphere product you agree that (a) you will require that they (or their legal guardian if they are minors) read, understand, and agree to these

Terms and Conditions of Sale or Use, (b) you believe they (or their guardian) understand that they are participating in a potentially injurious activity and assume the risk of death or other personal injury, and (c) you agree to indemnify, defend, and hold ShoulderSphere harmless from any claims made by them arising from their use of ShoulderSphere products.

LIMITATION OF LIABILITY

As set forth above under the limited warranty provisions, ShoulderSphere's liability is limited to repair or replacement of its products which are returned to it prepaid in the specified period of time. In no event shall ShoulderSphere's liability exceed the value of the products sold. ShoulderSphere shall not be liable for any special or consequential damages that result from the use of any product sold through its websites, catalogs, or otherwise, including but not limited to any retail showroom or tournaments. Applicable law may not allow the limitation or exclusion of liability of special or consequential damages so the above limitation or exclusion may not apply to your purchase, but it is intended to be the maximum limitation as permitted by law.

WARNING

Use and misuse of products sold through ShoulderSphere's websites, catalogs, or otherwise, including but not limited to any retail showroom or tournaments, involves serious risks including injury, disability, and death. Purchasers, users, and participants assume all risk of injury. ShoulderSphere cannot and will not be responsible for the misuse or unauthorized and improper use of products sold through ShoulderSphere's websites, catalogs, or otherwise, including but not limited to any retail showroom or tournaments.

INSPECT BEFORE EACH USE

This product must be inspected for use to ensure it has not been damaged in shipment. If damaged, do not use, and immediately return the product to ShoulderSphere for a replacement. Do not use ShoulderSphere if dropped and cracked, chipped or damaged in any way.

GENERAL DISCLAIMER

Information and exercise techniques provided by ShoulderSphere are not intended to diagnose, treat, manage, cure, or prevent any disease or injury. Content provided by ShoulderSphere both herein and on its website are for informational purposes only and merely represent the opinions of individuals. ALWAYS use prudent judgment and consult your physician before beginning any exercise program.

These statements contained herein have not been evaluated by any governmental agency.

Product descriptions, typographic, pricing, and photographic errors are unintentional and subject to correction. We regret, but are not liable for such errors. ShoulderSphere reserves the right to reject any orders placed for a product listed at an incorrect price. If you discover an error in our website or catalog, please let us know at info@ShoulderSphere.com. All materials have been made available by ShoulderSphere for instructional and educational purposes only. These material are not intended to represent the only, nor necessarily best, methods or procedures appropriate for the medical situations discussed, but rather are intended to present an approach, view, statement, or opinion of ShoulderSphere which may be helpful. ShoulderSphere disclaims any and all liability for injury or other damages resulting to any individual using this product and for all claims which may arise out of the use of this product for exercise, fitness, training, physical therapy, and rehabilitation by such individuals, whether these claims shall be asserted by a physician or any other person. No representation of any kind, including audio and video, may be made of any presentation by or on behalf of ShoulderSphere. ShoulderSphere reserves all of its rights to such material, and commercial reproduction is specifically prohibited. No unapproved surveys, handouts, or literature can and/or shall be distributed.

Protected by U.S. and International Patents, Copyrights, and Trademarks. Produced under license. ShoulderSphere has obtained worldwide trademark registration for brands, product names, logos, slogans, and taglines.

This is not a toy. DO NOT OPEN. Product contains small parts that may be harmful if swallowed. Ensure product straps and tracker are securely locked into position before use of the product. Stop exercise if you experience any pain or discomfort.

Any exercise program may result in injury. Consult your healthcare professional to design an appropriate exercise program. Any instructions accompanying this product are not a substitute for professional advice and treatment recommendations. USE AT YOUR OWN RISK. All representations and warranties are EXPRESSLY DISCLAIMED, including the implied warranties of merchantability or fitness for a particular purpose. Limbic, Inc. and the patent Licensor assume NO LIABILITY for any loss or damage suffered as the result of the use or misuse of this product and accompanying information

The writings and images on this website do not constitute as authority nor recommendation. They are opinions of individuals and do not include the opinions of any medical professional or expert.

The testimonials are from unpaid real individuals, not paid actors.

APPLICABLE LAW AND RESOLUTION OF DISPUTES

Your order from ShoulderSphere shall be interpreted and construed in accordance with the laws of the State of New York without regard to its choice of law principles. You agree that any dispute or claim arising out of or in connection with your order or its subject matter or

formation (including non-contractual disputes or claims), shall be brought exclusively in the federal or state courts located in Westchester County, New York and for this purpose you hereby submit to the exclusive jurisdiction and venue of such courts. Any cause of action or claim you may have with respect to the purchase of ShoulderSphere products or any other claim related to the use of products sold through its websites, catalogs, or otherwise, including but not limited to any retail showroom or tournaments, must be commenced within one (1) year after the claim or cause of action arises. ShoulderSphere's failure to enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct nor trade practice shall act to modify any of these terms and conditions.

PROMOTIONAL AND SALE DISCLAIMER

Discounts do not include shipping charges. Online promo code cannot be combined with any other discount offers, coupon codes, or promotional offering. If you return a portion of your purchase, a portion of the discount will be lost. Taxes payable after coupon value is deducted. Total order value does not include shipping or taxes. Promotions & offerings are subject to change without notification. For promotional items and bundles, all included products and/or services must be returned together. If a service included in the promotion and/or bundle has been used (for example a used promotional promo code), the full retail value of the service will be deducted from the refund amount. When a bundle is purchased and only part of the bundle is returned, the bundle discount is void, and the total bundle discount will be deducted from the refund.

LIMITED WARRANTY AND RETURN POLICY

ShoulderSphere is warranted to be free of manufacturing defects and defects in workmanship and materials (providing all instructions for using ShoulderSphere are adhered to) for a period of thirty (30) days. ShoulderSphere's liability is limited to repair or replacement of its products which are returned to it in the original wrapping by way of either United Parcel Service or Federal Express within the specified period of time to ShoulderSphere, 3 Teed Court, Katonah, New York 10536. Failure to strictly follow these instructions shall be grounds for voiding this limited warranty at ShoulderSphere's option and in which event the product or products will be returned to the owner at the owner's expense.

Under no circumstances shall Limbic, Inc. and/or ShoulderSphere be liable by virtue of this limited warranty or otherwise for damage to any person or property whatsoever for any special, direct, indirect, primary, secondary, compensatory, punitive, consequential, or third-party damages of any kind or nature whatsoever or however arising out of the use or inability to use this product.

This limited warranty supersedes all prior warranties to the extent permitted by law. No distributor, affiliate, representative, agent, or assign of the manufacturer has any authority to modify the terms and provisions of this limited warranty as more particularly set forth herein.