

SAMPLE END USER CONTRACT, Print onto Hearing Care Professional's Letterhead

Lyric Hearing Subscription Contract
for

Customer Name: _____

Customer Address: _____

Ear(s): [L/R/L&R]

Subscription Period: _____

Subscription price **per year per ear**: _____

Initial Fitting Date: _____

Payment made on Initial Fitting Date: _____

What you will receive

You will receive "EXTENDED WEAR HEARING" with Lyric hearing aids for the Subscription Period. This service includes:

Up to a maximum of 7 Lyric hearing aids per ear per year (a Lyric hearing aid may function for up to 120 days from fitting); Lyric hearing aids must not be submerged in water (no swimming or diving), nor worn for skydiving or during MRI scans; see the Lyric User Guide for further use instructions;

At each new fitting, you will receive the latest generation Lyric hearing aid(s) then available;

Programming of Lyric hearing aid(s);

Necessary follow-up service and Lyric hearing aid fittings during the Subscription Period excluding medical procedures (e.g. such as ear examinations or earwax removal);

Lyric kit: including the Lyric User Guide, 1 SoundLync adjustment tool and 2 Lyric device removal trays.

Payment terms

Payment for the first year of your subscription is due 30 days after the Initial Fitting Date. Any amount paid at the time of the initial fitting will be deducted from the subscription price for the first year.

Payments for subsequent years are due on each anniversary of the Initial Fitting Date. You will receive a payment reminder at the time.

If you decide within 30 days of the Initial Fitting Date not to continue with Lyric, you will not be charged any further amounts for the subscription. Any amount paid at the time of the initial fitting will not be refunded.

If you have to cancel your Lyric subscription for medical reasons and your Lyric subscription has been paid in full, you will receive a pro-rata refund for the remaining Subscription Period on production of an appropriate doctor's certificate. If you cancel your subscription for any other reason more than 30 days after the Initial Fitting Date, you will not be entitled to any refund of sums already paid.

If you have to cancel your Lyric subscription for medical reasons and your Lyric subscription has been partially paid with monthly instalments, you will not be required to make the remaining payments on production of an appropriate doctor's certificate. If you cancel your subscription for any other reason more than 30 days after the Initial Fitting Date, you will be required to make the remaining instalment payments for the duration of the Subscription Period.

If the Hearing Professional cancels the contract at any time during the Subscription Period, you will receive a pro-rata refund, based on the period of time expired on the subscription, of any payments you have made.

Interest will be due on overdue payments at a rate of five per cent (5%) over the base rate of the Bank of Canada from the due date until payment is made in full.

Liability

1. Nothing in this clause shall limit or exclude the Hearing Professional's liability for death or personal injury caused by the Hearing Professional's negligence, or the negligence of its employees, agents or subcontractors (as applicable).
2. Subject to clause 1 immediately above:
 - (a) the Hearing Professional shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect or consequential loss arising under or in connection with this contract; and
 - (b) the Hearing Professional's total liability to you in respect of all other losses arising under or in connection with this contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total Subscription price.
3. EXCEPT AS SET OUT HEREIN, AND TO THE EXTENT PERMITTED BY LAW, THE HEARING PROFESSIONAL HEREBY EXCLUDES ALL LIABILITY TO YOU AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SUBJECT MATTER HEREOF (INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).
4. The terms of this contract set out the whole agreement between you and the Hearing Professional. You have checked that the details in this contract are complete and accurate before you have committed yourself to the contract. You have read and understood these terms before you have signed this contract, because you are bound by its terms once a contract comes into existence.

Governing Law and Jurisdiction

This Agreement shall be construed in accordance with and governed by the laws of the Province of and the laws of Canada applicable in that province and the courts of such province shall have the exclusive jurisdiction over any dispute hereunder and the parties attorn to the jurisdiction of such courts.

Consents

1. I have been given information about my hearing condition and consent is hereby voluntarily given for a Lyric Extended Wear Fitting & Sizing. I confirm the Lyric Extended Wear Fitting & Sizing procedure, alternatives to the Lyric and potential gains and risks of wearing a Lyric hearing device have been explained to my satisfaction by the hearing professional staff. I understand that Lyric extended wear fitting and sizing risks are rare and include abrasion, discomfort, soreness, bleeding, infection & pain. I have also been provided and have reviewed, the Lyric user manual, and my questions about the Lyric device have been answered by the hearing professional's staff.
2. I will use Lyric hearing aids in compliance with the instructions set out in the Lyric User Guide. If I, in any way, use Lyric hearing aids contrary to the instructions in the Lyric User Guide, my subscription may be cancelled without any refund or payment to me.
3. If my Hearing Professional ceases to be an authorized Lyric provider, the Hearing Professional may cancel this subscription contract, in which case I will receive a pro-rata refund, based on the period of time expired on the subscription, of any payments I have made.
4. I consent to the storage of my personal data (name, address, date of birth, audiogram, Lyric sizing data) by the Hearing Professional in order to carry out the obligations under this contract. For warranty claims and product recall purposes only, I consent to the provision of my data to the manufacturer of Lyric, Phonak Canada Limited, 80 Courtneypark Drive West, Unit #1, Mississauga Ontario, L5W 0B3 and affiliates of Sonova Holding AG, Laubisrütistraße 28, 8712 Stäfa, Switzerland. If I visit a hearing professional other than [insert Clinic name] in Canada or abroad in order to obtain Lyric hearing aids and/or fitting services I agree that my credit check status (i.e. green, yellow or red) may be disclosed to this other hearing aid professional.

I have read and agree to the terms of this Lyric Hearing Subscription Contract.

I give my consent to the 4 points listed under "Consents" above.

Place, Date _____

Customer's signature

Accepted and agreed on behalf of the Hearing Professional

Hearing Professional Corporate Name