

## **Terms, Warranty, Returns**

### **JAYBIRD LIMITED WARRANTY**

Subject to the terms, conditions, and disclaimers contained herein, Jaybird LLC, a Utah limited liability company (“Jaybird” or “We”) warrants that Jaybird branded products (1) will be free of defects in materials and workmanship for 1 year from the date of purchase, as shown on the receipt, if the product was purchased from a retailer, or 1 year from the date of shipment, as shown on the packing slip, if the product was purchased from [www.Jaybirdsport.com](http://www.Jaybirdsport.com) (the “Jaybird Website”); and (2) will not fail because of perspiration for the expected life of the product, as such expected life is determined by Jaybird in its sole discretion (the “Limited Warranty”). As used above, the phrase “fail because of perspiration” means that the electronics in the product cease to function as a direct result of the effects of perspiration and excludes other causes of failure, including without limitation broken wires, cracked casings, and dead batteries, even if they may have some indirect relation to perspiration. In addition, as part of the Limited Warranty for the Jaybird Reign® product only, we warrant for 1 year from the date of purchase, as shown on the receipt, if the product was purchased from a retailer, or 1 year from the date of shipment, as shown on the packing slip, if the product was purchased from the Jaybird Website, that the product will not fail because you wear it under normal conditions in water, such as in a shower, pool, or other water source, provided that the Reign product is not worn or used in water at a depth greater than 1 meter, such as while diving, and is not submersed in water for longer than 30 minutes at a time. As used above, the phrase “fail because you wear it under normal conditions in water” means that the electronics in the Reign product cease to function as a direct result of the effects of water, within the limits of use described above, and excludes other causes of failure of the product, such as dead batteries or other Excluded Conditions (see below). This Limited Warranty does not cover consumables, such as batteries, unless they fail due to a defect in materials or workmanship.

Any reference to Jaybird branded audio products being “sweat and water resistant,” or words of similar import, means that they are designed to withstand moisture under normal non-water sports and everyday use such as perspiration and accidental splashes of water. Although the openings for the microphone and speakers on our audio products have been carefully engineered to be moisture-resistant, the products are not designed to be submersed in water or liquid of any kind, nor are they designed for water sports or other water-based activities. Any modification of an audio product to adapt it for water-sports or any other water environment will void the Limited Warranty. Any reference to Jaybird’s “lifetime warranty against sweat,” or words of similar import, means the Limited Warranty relating to product failures that are a direct result of the effects of perspiration during the expected life of the product, as such expected life is determined by Jaybird in its sole discretion.

This Limited Warranty extends only to the original end-user of the product and is not assignable or transferable to any other person. This Limited Warranty does not cover (1) any damage or loss that occurs after we place the product with the carrier for shipment to you or to any retailer, (2) any damage caused by normal wear and tear, abnormal use or conditions, neglect, abuse, misuse, accident, improper storage or handling, unauthorized modifications or repairs, improper use of any electrical source, undue physical or electrical stress, user error, or failure to follow product

instructions ("Excluded Conditions"), (3) any product with an altered or missing serial number or any counterfeit product, (4) subject to the additional Limited Warranty for use of the Reign product in water, as expressly stated above, any damage from external causes such as storm, flood, fire, dirt, sand, earthquakes, Acts of God, exposure to sunlight, weather, heat, or corrosive environments, electrical surges, or third-party products, or (5) product fit or appearance other than failure to provide a product that is materially equivalent to the product description on the product packaging or on the Jaybird Website.

WE DO NOT WARRANT THAT PRODUCTS WILL OPERATE UNINTERRUPTED OR BE ERROR FREE OR THAT ALL PRODUCT ERRORS WILL BE CORRECTED. OUR ONLY LIABILITY UNDER THIS LIMITED WARRANTY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, AND YOUR SOLE AND EXCLUSIVE REMEDY, WILL BE, AT OUR OPTION, TO REPAIR OR REPLACE THE PRODUCTS OR REFUND THE AMOUNT PAID FOR PRODUCTS RETURNED TO US, LESS A PRORATED AMOUNT FOR ANY PERIOD OF SUBSTANTIALLY PROBLEM-FREE USE. THE PRORATED AMOUNT WILL BE BASED ON THE EXPECTED LIFE OF THE PRODUCT. Replacement products may include refurbished Jaybird products that have been certified to conform to the original product descriptions. If we elect to repair any defective product and are unable to do so after a reasonable number of attempts, we will provide you a replacement product or will refund your purchase price, less a prorated amount for any period of substantially problem-free use. IN NO EVENT WILL JAYBIRD'S LIABILITY EXCEED THE AMOUNT YOU PAID FOR THE PRODUCT, LESS A PRORATED AMOUNT FOR ANY PERIOD OF SUBSTANTIALLY PROBLEM-FREE USE, REGARDLESS OF THE NUMBER OF CLAIMS, THE FORM OF ACTION, OR THE THEORY OF LIABILITY. We have no liability to pay for any repairs performed by anyone other than us, unless in each instance we have given express written approval for such repairs. Any unauthorized attempt to repair any product will void the Limited Warranty on the product. For any product you purchase from us that is covered by another manufacturer's warranty, your warranty is limited to that warranty. In such event, we will reasonably assist you, upon written request, to place a warranty claim with the manufacturer.

THIS LIMITED WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, AND JAYBIRD EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE RESULTING FROM THE USE OF ANY PRODUCTS THAT YOU PURCHASE FROM US, REGARDLESS OF THE NUMBER OF CLAIMS, THE FORM OF ACTION, OR THE THEORY OF LIABILITY AND EVEN IF WE ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS CONTAINED IN THIS "LIMITED WARRANTY" SECTION SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

To obtain information about or make a claim under this Limited Warranty, you must write us at Jaybird LLC, Attn: Warranty, 3676 California Ave, Suite A-111, Salt Lake City, Utah 84104, email us at [support@jaybirdsport.com](mailto:support@jaybirdsport.com), or call us at 1.866.244.3399.

## **HEARING LOSS AND SKIN IRRITATION CLAIMS AND DISCLAIMER**

PERMANENT HEARING LOSS MAY OCCUR IF EARPHONES OR HEADPHONES ARE USED AT EXCESSIVE VOLUMES. EXPOSURE TO NOISE FROM EARPHONES OR HEADPHONES IN EXCESS OF 85 DECIBELS FOR MORE THAN 8 HOURS A DAY WILL LIKELY CAUSE IRREPARABLE HEARING DAMAGE. YOUR EARS MAY ADAPT TO A HIGHER VOLUME OF SOUND OVER TIME, WHICH MAY SOUND NORMAL BUT CAN PERMANENTLY DAMAGE YOUR HEARING. YOU ACCEPT ALL RESPONSIBILITY FOR HEARING DAMAGE RESULTING FROM THE UNSAFE USE ABOVE 85 DECIBELS OF EARPHONES OR HEADPHONES. IN ADDITION, SOME RESEARCH HAS SUGGESTED A POSSIBLE LINK BETWEEN THE USE OF WIRELESS ELECTRONIC DEVICES CLOSE TO THE HEAD AND BRAIN DAMAGE OR OTHER SERIOUS AND POTENTIALLY LIFE-THREATENING MEDICAL CONDITIONS. YOU ACCEPT ALL RESPONSIBILITY FOR ANY AND ALL SUCH DAMAGE AND MEDICAL CONDITIONS THAT MAY RESULT FROM THE USE OF EARPHONES OR HEADPHONES. JAYBIRD SHALL HAVE NO LIABILITY FOR ANY SUCH DAMAGE OR MEDICAL CONDITIONS.

WEARABLE HEALTH AND ACTIVITY TRACKING BANDS HAVE BEEN REPORTED TO CAUSE SKIN IRRITATION AND RELATED CONDITIONS, SUCH AS BLISTERS AND RASHES, IN SOME USERS, EVEN WHEN THE MATERIALS USED IN THE TRACKING BANDS SATISFY REGULATORY REQUIREMENTS. YOU ACCEPT THE RISK THAT WEARING JAYBIRD PRODUCTS, SUCH AS THE REIGN® BAND, MAY CAUSE SKIN IRRITATION AND RELATED CONDITIONS, AND YOU FURTHER ACCEPT RESPONSIBILITY FOR ANY AND ALL RESULTING MEDICAL CONDITIONS AND DAMAGES. JAYBIRD SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY SUCH CONDITIONS OR DAMAGES.

By purchasing and/or using a Jaybird branded audio product, you agree to defend and indemnify Jaybird, its subsidiaries, affiliates, licensors, distributors, retailers, content providers, service providers, employees, officers, directors, agents, and contractors (collectively, the “Indemnified Parties”) against, and hold the Indemnified Parties harmless from, any and all claims, actions, causes of action (regardless of the number of claims, the form of action, or the theories of liability); losses; actual, direct, indirect, special, punitive, exemplary, incidental, consequential, and other damages, including but not limited to loss of revenue or income, pain and suffering, and/or emotional distress; and awards, judgments, fines, costs, expenses, and attorneys' fees, including but not limited to those of the Indemnified Parties (any of the foregoing, a “Claim”), arising from or otherwise relating to any hearing loss or damage and/or any of the other medical conditions referenced in the preceding paragraphs and/or arising from or otherwise relating to the use of earphones or headphones or other Jaybird products purchased by you. You agree that the Indemnified Parties will have no liability in connection with any such damage, injury, conditions, or Claims, and you agree not to bring any legal or other actions or proceedings against or otherwise hold any Indemnified Party liable or responsible for any such damage, injury, conditions, or Claims.

## **WARRANTY RETURNS**

We will accept return of products if we determine that the products qualify for a warranty return under our Limited Warranty above and you comply with the following warranty return procedures:

- Obtain an RMA# from Jaybird customer support. Every warranty return must have an RMA#. Write the RMA# on the outside of the shipping box or container (not the product package).
- Submit your proof of purchase of the product direct from the Jaybird online store (an itemized, dated receipt) or from a retailer of Jaybird branded products and include a completed RMA form.
- Use the original Jaybird shipping box or container, and return all items and materials originally included with the Jaybird product, including the original product packaging. Remove or cover all previous shipping labels on the outside of the shipping box or container.
- Return only the Jaybird products under warranty. We are not responsible for any other products, accessories, or items that you return with the Jaybird products under warranty.
- If applicable, make a backup of any and all data stored on the product. Jaybird is not responsible for loss of any data stored on a returned product.
- Arrange shipment pickup, prepay shipping (and any duty) charges, and insure the shipment or accept the risk if the product is lost or further damaged in transit. We advise that you ship the product back to us via UPS or FedEx to ensure proper delivery. It is your responsibility to retain a sender's copy of the shipment invoice and the shipment tracking number in the event of a lost shipment, until Jaybird has expressly acknowledged to you in writing that it has received the returned product. Jaybird will bear the cost of shipping the product or the replacement product back to you after warranty service.
- The address for Jaybird Warranty Returns is:
  - Jaybird Returns
  - Attn: RMA # [include your RMA # here]
  - 3676 California Ave Suite A-111
  - Salt Lake City UT 84104
  - Toll Free: 1.866.244.3399

## **MISCELLANEOUS**

Use of all Jaybird Reign® products is subject to the Reign Terms of Use and the Reign Privacy Policy, both of which are found on the Jaybird Website. If after reviewing those Terms of Use and Privacy Policy, you determine that you do not want to be bound by them, you may return the unused and undamaged Reign product in its original packaging for a refund. Similarly, use of all other Jaybird branded products are subject to this Limited Warranty and related terms and conditions. If you do not wish to be bound them, you may return the unused and undamaged Jaybird in its original packaging for a refund. Any such returns shall be made to your seller, whether Jaybird for sales on the Jaybird Website or your retailer.

You agree to use all products safely and legally and to defend and indemnify the Indemnified Parties against, and hold them harmless from, any and all Claims incurred by them or asserted, awarded, or otherwise imposed against them arising from or relating to your failure to do so and/or your removal, disabling, alteration, or covering of any safety features or warnings on any products (any such act, an “Alteration”). You agree not to bring any legal proceedings against or otherwise hold any Indemnified Party liable or responsible for any damage, death, or injury suffered by you, any other person, or any property, resulting from your failure to use products safely and legally and/or from any Alterations.

The prevailing party in any action or other proceeding brought with respect to this Limited Warranty and related terms and conditions shall be entitled to recover, in addition to any and all other available relief, its costs, reasonable attorneys' fees, and other collection expenses. **YOU AND JAYBIRD IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY AND ALL ACTIONS OR PROCEEDINGS BROUGHT UNDER OR WITH RESPECT TO THE LIMITED WARRANT AND RELATED TERMS AND CONDITIONS.**

This Limited Warranty and related terms and conditions shall be governed and interpreted according to the laws of the Utah, without regard to any conflicts of laws principles. The Convention on Contracts for the International Sale of Goods shall not apply. You irrevocably consent to personal jurisdiction in Utah in connection with any dispute between you and Jaybird arising out of or relating to this Limited Warranty and related terms and conditions. The exclusive venue for any dispute between the parties arising out of or relating to these this Limited Warranty and related terms and conditions will be the state and federal courts in Salt Lake County, Utah. If a court of competent jurisdiction finds any provision of this Limited Warranty or related terms and conditions to be void, invalid, illegal or unenforceable, the provision will be limited, modified, or if necessary severed, to the extent required to eliminate such problem, and all other provisions shall continue in full force and effect.

See [Privacy & Legal](#) for further notices