

## 365 Day Limited Warranty

This Limited Warranty is valid only in the United States for Products sold in the United States.

**MISFIT WEARABLES CORPORATION ("Misfit Wearables")** warrants the **Misfit Shine (the "Product")**, and only the Product, against defects in materials and workmanship under normal use for a period of **ONE YEAR (365) days** from the date of retail purchase by the original Consumer ("**Limited Warranty Period**"). This warranty is only valid for the original retail Consumer and only from the date of initial retail purchase, and the Consumer must provide proof of purchase.

Consumer's sole and exclusive remedy, and Misfit Wearables's sole and exclusive responsibility under this warranty, if a hardware defect arises and a valid claim is received by Misfit Wearables within the Warranty Period, at its option and to the extent permitted by law, Misfit Wearables will either (1) repair the Product at no charge, using new or refurbished replacement parts or (2) exchange the Product with a new or refurbished Product, so that it performs substantially in accordance with the accompanying documentation on the date of Consumer's initial purchase.

A replacement Product or part assumes the remaining warranty of the original Product or **NINETY (90) days** from the date of replacement or repair, whichever is longer.

**Instructions to Obtain Warranty Service:** To obtain warranty service for any Product that is subject to the foregoing warranty, Consumer must notify Misfit Wearables Corporation to obtain a **Return Material Authorization ("RMA")** and return the defective Product together with proof of purchase to the address specified by Misfit Wearables in connection with the RMA. Consumer will be responsible for, and pre-pay, all return shipping charges and shall assume all risk of loss or damage to product while in transit to Misfit Wearables. We recommend Consumer use a traceable method of shipping. Misfit Wearables shall bear the cost of shipping the Product back to the Consumer after the completion of service under this limited warranty. Any Product returned to Misfit Wearables without an RMA or without proof of purchase will be returned to Consumer at Consumer's cost. It is Consumer's responsibility to backup any data, software, or other materials stored or preserved on the Product. It is likely that such data, software, or other materials will be lost or reformatted during service, and Misfit Wearables will not be responsible for any such damage or loss. For specific instructions on how to obtain warranty service on the Product, visit the Misfit Wearables website ([www.misfit.com](http://www.misfit.com))

**Exclusions and Limitations.** This Limited Warranty applies only to the Product manufactured by Misfit. The Limited Warranty does not apply to any (a) Misfit Wearables products and services other than the Product (such as accessories), (b) non-Misfit Wearables hardware product, (c) consumables (such as batteries), or (d) software, even if packaged or sold with the Product or embedded in the Product. Refer to the licenses accompanying the software for details of Consumer's rights with respect to its use.

This warranty does not apply to a Product or part of the Product that has been altered or modified (e.g., to alter functionality or capability) by anyone who is not a representative of Misfit Wearables or if the Product is inserted or installed in a casing not provided by Misfit Wearables.

In addition, this Limited Warranty does not apply: (a) to damage caused by use with non-Misfit Wearables products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) to damage caused by operating the Product outside the permitted or intended uses not in accordance with the documentation by Misfit Wearables or with improper power supply; or (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Misfit Wearables. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty.

No Misfit Wearables reseller, agent, or employee is authorized to make any modification, extension, or addition to this Limited Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

**DISCLAIMER. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY MISFIT WEARABLES. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THESE WARRANTIES GIVE CONSUMER SPECIFIC LEGAL RIGHTS, AND CONSUMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.**