

# Limited Warranty of Hardware

United States

Effective October 19, 2011

The limited warranties provided by Lytro, Inc. (“Lytro,” “we,” or “us”) apply only to new Lytro-branded cameras and related accessory products (“Accessories” and collectively with Lytro cameras, “Lytro Products”) that you purchased in the United States directly from Lytro or an authorized Lytro reseller for your own use, and not for resale.

Lytro warrants that the Lytro camera will be free from defects in workmanship and materials, under normal non-commercial use, for one (1) year from the original purchase date, and that the Accessories will be free from defects in workmanship and materials, under normal non-commercial use, for ninety (90) days from the original purchase date.

Any products purchased from Lytro that are not Lytro-branded products are covered by the warranty, if any, of the respective branded manufacturer.

## **Our warranties do not apply to:**

- Software, including any firmware, operating system or application software delivered to you either prior to or subsequent to delivery of the Lytro Product to you;
- Any website services provided by Lytro or third parties in connection with the Lytro Product;
- Any third party products (including software) or services, included with or used with the Lytro Product, or damages to the Lytro Product caused by third party products or services;
- Damage to the surface of the Lytro Product, including cracks or scratches to the LCD display, or any other cosmetic damage;
- Damage that results from accident, abuse, misuse, neglect or any use of the Lytro Product other than for its intended use;
- Damage that results from any unauthorized attempts to open, maintain, repair or modify the Lytro Product; and
- Damage that results from the Lytro Product being subjected to abnormal physical, thermal or electrical stress, including water, dust, power fluctuations or other hazards.

As your sole and exclusive remedy and Lytro’s entire liability under this warranty, Lytro will, at its option, repair the Lytro Product or replace it with a comparable Lytro Product. Replacement Lytro Products and parts used to repair the Lytro Products may be new, refurbished or reconditioned. Repaired or replaced Lytro cameras are warranted for the unexpired portion of the original warranty period or 90 days from the date of shipment of the repaired or replacement Lytro Product, whichever is longer. Repaired or replaced Accessories are warranted for the unexpired portion of the original warranty period. All Lytro Products and parts that are replaced become the property of Lytro.

You must contact Lytro Customer Support within the warranty period and furnish a dated proof of original purchase prior to the return of any Lytro Product for warranty service. To obtain contact information, refer to Lytro's website at [www.lytro.com/support](http://www.lytro.com/support). Upon validation of your warranty entitlement, Lytro will issue a Return Material Authorization (RMA) number along with return instructions. You must ship the Lytro Product to the designated location, postage pre-paid, in original or equivalent packaging within five (5) days after Lytro's issuance of an RMA number. The returned Lytro Products must not have missing or altered serial numbers or other identification marks that appear on the Lytro Products as delivered. Lytro will not be responsible for any Lytro Product damaged or lost in transit. Lytro will return the repaired or replacement Lytro Product to you, postage pre-paid, in the United States.

Lytro will not be responsible for the loss or damage of any software, data or information contained in or stored on any Lytro Product. Data recovery is not included in the warranty service. Prior to shipping the Lytro camera back to Lytro, you should download all photos and other personal information from the Lytro camera. Lytro and its agents may delete any and all such photos and other personal information without any liability.

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## **Limitations of Liability**

LYTRO, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY (1) PERSONAL INJURY; (2) SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS); OR (3) COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, IN EACH CASE ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE LYTRO.COM, THE LYTRO WEBSTORE, OR ANY PRODUCTS, SERVICES, CONTENT, MATERIALS OR INFORMATION PURCHASED FROM OR PROVIDED BY LYTRO, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. THESE LIMITATIONS WILL APPLY EVEN IF LYTRO HAS BEEN ADVISED OF, OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH

DAMAGES. IN NO EVENT SHALL LYTRO'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES OF PERSONAL INJURY) EXCEED THE GREATER OF (1) THE AMOUNT YOU PAID TO LYTRO FOR THE PRODUCT OR SERVICE GIVING RISE TO THE DAMAGES, OR (2) US\$25. THE LIMITATIONS IN THIS PARAGRAPH ARE A PART OF THE BARGAIN BETWEEN THE PARTIES AND APPLY EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

See the [Lytro, Inc. Software License Agreement](#) for the limitations of liability applicable to the software on and for the Lytro camera.