

Limited Product Warranty

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Fitbit, Inc. ("Fitbit") warrants to the original purchaser that your Fitbit electronic device (the "Product") shall be free from defects in materials and workmanship under normal use for a period of one (1) year from the date of purchase, except that if you reside in the European Economic Area (EEA) and you purchased your Fitbit product in the EEA, the warranty period is two (2) years from the date of purchase (the "Warranty Period").

Fitbit does not warrant that the operation of the Product will be uninterrupted or error-free. Fitbit is not responsible for damage arising from failure to follow instructions relating to the Product's use.

This Limited Warranty does not cover software embedded in the Product and the services provided by Fitbit to owners of the Product. Refer to the license agreement accompanying the software and the Fitbit services terms of use for details of your rights with respect to their use.

Remedies

If a hardware defect arises and a valid claim is received by Fitbit within the Warranty Period, Fitbit will, at its option and to the extent permitted by law, either (1) repair the Product at no charge, using new or refurbished replacement parts or (2) replace the Product with a new or refurbished Product. In the event of a defect, to the extent permitted by law, these are your sole and exclusive remedies. Shipping and handling charges may apply except where prohibited by applicable law. This Limited Warranty is valid only in the jurisdictions where the Products are sold by Fitbit itself or through its authorized reseller or agent, and is valid to the extent permitted by the applicable laws of such jurisdictions. Any replacement hardware product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, or for any additional period of time that may be applicable in your jurisdiction.

How to Obtain Warranty Service

To obtain warranty service, you must deliver the Product, in either its original packaging or packaging providing an equal degree of protection, to the address specified by Fitbit. In accordance with applicable law, Fitbit may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. It is your responsibility to backup any data, software, or other materials you may have stored or preserved on the Product. It is likely that such data, software, or other materials will be lost or reformatted during service, and Fitbit will not be responsible for any such damage or loss. For specific instructions on how to obtain warranty service on your Product, visit the Fitbit website (www.fitbit.com/help).

Exclusions and Limitations

This Limited Warranty applies only to the Product manufactured by or for Fitbit that can be identified by the "Fitbit" trademark, trade name, or logo affixed to it. The Limited Warranty does not apply to any (a) Fitbit products and services other than the Product, (b) non-Fitbit hardware product, (c) consumables (such as batteries), or (d) software, even if packaged or sold with the Product or embedded in the Product.

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 Fitbit or if the Product is inserted or installed in a casing not provided by Fitbit. In addition, this Limited Warranty does not apply: (a) to damage caused by use with non-Fitbit 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 described by Fitbit or with improper voltage or power supply; or (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Fitbit. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty.

No Fitbit 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.

Implied Warranties

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. Some jurisdictions do not allow limitations on the duration of an implied warranty, so the above limitation may not apply to you.

Limitation of Damages

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, FITBIT SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE OR DATA, RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, EVEN IF FITBIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Governing Law

This Limited Warranty shall be governed by the laws of the State of California, USA, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

National Statutory Rights

Consumers in some jurisdictions may have legal rights under applicable national legislation governing the sale of consumer goods, including, without limitation, national laws implementing EC Directive 99/44. These rights are not affected by the warranties in this Limited Warranty.