

One-year limited warranty

AliphCom ("Jawbone") warrants to you, the original retail purchaser ("Consumer"), that this product ("Product") will under normal use operate substantially in accordance with the accompanying documentation for a period of one (1) year from date of original purchase. Consumer's sole and exclusive remedy, and Jawbone's sole and exclusive responsibility under this warranty will be, at Jawbone's option, either to repair or replace the defective Product during the one (1) year limited warranty period so that it performs substantially in accordance with the accompanying documentation on the date of your initial purchase. Any replacement may be, at the option of Jawbone, a new or remanufactured Product. If Jawbone, in its sole discretion, determines it is not reasonable to replace the defective Product, Jawbone may refund to Consumer the purchase price paid for the Product.

The foregoing warranty is limited and is not applicable to: (i) normal wear and tear; (ii) defects or damage caused by misuse, accident (including without limitation collision, fire and the spillage of food or liquid), neglect, abuse, alteration, unusual stress, modification, improper or unauthorized repair, installation, wiring, or testing, improper storage, use in an unapproved device or if the serial number has been removed; (iii) use not in accordance with the documentation; and (iv) damage caused by the equipment with which the Product is used.

To obtain warranty service for any Product that is subject to the foregoing warranty, Consumer must notify Jawbone to obtain a Return Material Authorization ("RMA") and return the defective Product together with proof of purchase to the address specified by Jawbone in connection with the RMA. Consumer shall bear the cost of shipping the Product to Jawbone and Jawbone 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 Jawbone without an RMA or without proof of purchase will be returned to Consumer at Consumer's cost.

The limited warranty extends only to Consumer and is not assignable or transferable to any subsequent purchaser or user. THE LIMITED WARRANTY SET FORTH ABOVE IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES AND Jawbone HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, QUALITY AND TITLE. Jawbone DOES NOT WARRANT THAT THE PRODUCT IS ERROR FREE OR THAT IT WILL FUNCTION WITHOUT INTERRUPTION. To the extent Jawbone may not, as a matter of applicable law, disclaim certain implied warranties, the duration of any such implied warranty shall be limited to the shorter of the one (1) year limited warranty period or the minimum time period permitted under such law. Some states do not allow limitations on the duration of implied warranties, so the above limitation may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

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IN NO EVENT WILL Jawbone BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, LOSS OF DATA, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF ANY REPLACEMENT GOODS OR SUBSTITUTE EQUIPMENT, LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS BEING REPAIRED, CLAIMS OF ANY THIRD PARTIES, OR ANY OTHER DAMAGES ARISING FROM Jawbone'S BREACH OF THIS LIMITED WARRANTY OR THE USE OF THE PRODUCT, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF Jawbone HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL Jawbone'S TOTAL CUMULATIVE LIABILITY EXCEED THE PRICE PAID BY CONSUMER FOR THE PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

If you have any questions concerning this statement of limited warranty please contact Jawbone at 1-877-AllphCom (254-7426) or email us at info@jawbone.com for any more questions.