

Limited Warranty for YI Action Camera Products

1. WHAT IS COVERED BY THIS LIMITED WARRANTY; PERIOD OF COVERAGE

Xiaoyi Technology Co.,LTD (“Xiaoyi ”), 6/F,Building E,NO.2889 Jinke Road,Pudong District ,Shanghai, China, warrants to the owner of the YI Action Camera contained in this box (“Product”) that it will be free from defects in materials and workmanship for a period of one (1) year from the date of delivery following the original retail purchase (the “Warranty Period”). This Limited Warranty only covers the Product and any in-box accessories, sold by authorized retailers or distributors, see Section 4 for additional exclusions and limitations.

If the Product fails to conform to this Limited Warranty during the Warranty Period, Xiaoyi will have the option of: (a) repairing or replacing the defective Product or component; or (b) refunding the money actually paid by the original purchaser for the Product (except for shipping charges). Repair and replacement may be made with new or refurbished product or components. If a defective Product or component is no longer available, Xiaoyi may choose to replace the product with a reasonable equivalent product of similar function. The limited remedies in this paragraph are your sole and exclusive remedy for breach of this Limited Warranty.

Any Product that has been repaired or replaced under this Limited Warranty will be covered under this Limited Warranty for the longer of (a) ninety (90) days from the date of delivery of repaired or replaced Product or (b) the remaining Warranty Period of the original Product.

This Limited Warranty is transferable from the original purchaser to subsequent owners, but the transfer will not extend the Warranty Period or expand the limited remedies set forth in this Limited Warranty.

2. 30-DAY MONEY BACK GUARANTEE

If you are the original purchaser of the Product and you are not satisfied with this Product for any reason, you may return it in its original condition with the original packaging and all in-box components and accessories within thirty (30) days of the date of the original purchase and receive a full refund of the purchase price. You must pay all and will not be entitled to a refund of any shipping charges.

3. PROCESS FOR FILING A CLAIM UNDER THIS LIMITED WARRANTY

If you want to make a claim under this Limited Warranty, you must (a) notify Xiaoyi of the claim and provide a description of the alleged failure by visiting <http://www.xiaoyi.com/support> or calling 800-281-2549 during the Warranty Period and (b) after receiving shipping instructions from Xiaoyi support, return the Product with all in-box components and accessories and a copy of the original purchase bill of sale, receipt, or invoice. You assume all risk of loss or damage of the Product during return shipment. Xiaoyi has no obligations with respect to any returned Product if it determines that the returned Product is not covered by this Limited Warranty (e.g, the Product is not defective, it does not qualify for the 30-day money back guarantee, the claim is an Ineligible Claim (as defined in Section 4), the claim process was not properly followed, etc.).

If the returned Product is covered by this Limited Warranty Xiaoyi will be responsible for all shipping charges for the return of the Product and delivery of any repaired or replacement Product. If the Product is not covered by this Limited Warranty, you are responsible for all of your and Xiaoyi’s costs with respect to the return and inspection of the Product, including all shipping charges.

Warranty service will be performed within 20 days after receiving the Product.

4. WHAT IS NOT COVERED BY THIS LIMITED WARRANTY; ACTIONS THAT MAY VOID THE WARRANTY

This Limited Warranty does not cover any of the following (each an “Ineligible Claim”):

- (a) Products marked as “sample” or “Not for Sale” or sold “AS IS”;
- (b) consumable parts (including batteries) and any replacement parts that are not provided by Xiaoyi,
- (c) Products that have been subject to modification, alteration, tampering, or improper installation, maintenance, or repairs;
- (d) any hardware not provided in the box with the Product;
- (e) any software, except for software in the Product or provided by Xiaoyi that is necessary for the operation of the Product;
- (f) ordinary use, ordinary wear, or cosmetic damage, including scratches, dings, dents, and broken plastic on ports;
- (g) any damage caused by:
 - (i) abuse, neglect, or improper use, handling, storage, installation, or testing, including any use that is not in accordance with the product manual, documentation, or other instructions provided with the Product;
 - (ii) breakdowns, fluctuations, or interruptions in electric power or any telecommunications network;
 - (iii) heat, humidity, moisture, or ordinary operation temperatures (i.e., [0°C~45°C]); or
 - (iv) accidents or Acts of God, including fire, lightning, flood, tornado, earthquake, or hurricane.

5. LIMITATION AND DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, XIAOYI LIMITS THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES OR CONDITIONS TO THE DURATION OF THIS LIMITED WARRANTY AS SET FORTH IN SECTION 1. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EXCEPT FOR THE LIMITED WARRANTY STATED IN THIS DOCUMENT AND ANY IMPLIED WARRANTIES AS LIMITED ABOVE, XIAOYI DOES NOT MAKE ANY OTHER AND DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCT, INCLUDING EXPRESS AND STATUTORY WARRANTIES AND CONDITIONS. IN PARTICULAR, XIAOYI DOES NOT MAKE ANY WARRANTY OR CLAIM THAT THE PRODUCT WILL BE AVAILABLE; FUNCTION PROPERLY; PROVIDE RELIABLE OR ACCURATE INFORMATION; PROVIDE SAFETY, PRIVACY, OR SECURITY; OR PREVENT OR MINIMIZE THEFT, PROPERTY DAMAGE, OR INJURY.

6. EXCLUSION OF CERTAIN OF DAMAGES

YOU AGREE THAT IN NO EVENT WILL XIAOYI BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING ANY DAMAGES TO OR FOR LOSS OF DATA, REVENUE, PROFITS, OR PROPERTY (INCLUDING BUILDINGS, WIRING, FIXTURES, DEVICES, COMPUTERS, PERIPHERALS, AND ANIMALS) OR FOR INJURY OR DEATH, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. LIMITATION OF LIABILITY

IN ADDITION TO THE ABOVE WARRANTY AND DAMAGE DISCLAIMERS, XIAOYI’S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED WARRANTY AND THE PRODUCT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE PRODUCT BY THE ORIGINAL PURCHASER.

SOME STATES DO NOT ALLOW THE LIMITATION OF DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. INDEPENDENT REMEDIES.

The disclaimer and limitation of warranties and the exclusion of damages under Sections 5 and 6 are independent of your exclusive remedies this Limited Warranty and the disclaimer and limitations of warranties and exclusion of damages survive even if the exclusive remedies fails of their essential purpose or otherwise is deemed unenforceable. Each of the limitations in Sections 5 and 6 apply without regard to whether loss, liability, or damage arise from (a) breach of contract, (b) breach of warranty, (c) fault or tort, including negligence and misrepresentation, (d) strict liability, or (e) any other cause of action, to the extent the exclusions and limitations are not prohibited by applicable law.

9. YOUR RIGHTS AND THIS LIMITED WARRANTY

This limited warranty gives you specific legal rights. You may also have other legal rights that vary from state to state. Likewise, some of the limitations in this limited warranty may not apply in certain states. The terms of this limited warranty will apply to the extent permitted by applicable law. For a full description of you legal rights you should refer to the laws applicable in your jurisdiction and you may wish to contact a relevant consumer advisory service.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.