

One Year Limited Warranty

Moov Inc. ("Moov") warrants the Moov hardware product (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 purchase by the original purchaser ("Warranty Period"). Under this Limited Warranty, if a hardware defect arises and a valid claim is received by Moov within the Warranty Period, at its option and to the extent permitted by law, Moov 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. If Moov Inc. determines it is not reasonable to replace the defective Product, Moov may refund to you the purchased price paid for the Product. In the event of a defect or issue, to the extent permitted by law, which can vary from state to state, these are your sole and exclusive remedies.

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

When a Product or part of the Product is exchanged, any replacement item becomes your property and the replaced item becomes Moov's property. When a refund is given, the product for which the refund is provided must be returned to Moov and becomes Moov's property. Parts provided by Moov in fulfillment of its warranty obligation must be used in Products for which warranty service is claimed.

Exclusions and Limitations

This Limited Warranty applies only to the hardware products manufactured by or for Moov that can be identified by the Moov trademark, trade name, or logo affixed to it. The Limited Warranty does not apply: (a) to any Moov products and services other than the Product, (b) to non-Moov hardware product, (c) to consumables (such as batteries), (d) to cosmetic damage, including but not limited to scratches and dents (d) to software, even if packaged or sold with the Product or embedded in the Product. Refer to the licenses accompanying the software for details of your 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 Moov or if the Moov is inserted or installed in a casing not provided by Moov. DO NOT attempt to take Moov apart and/or open up the Moov unit. No components of the Moov unit are interchangeable such as but not limited to the internal battery and sensors.

In addition, this Limited Warranty does not apply: (a) to damage caused by use with non-Moov products or equipment; (b) to damage caused by normal wear and tear, repeated dropping of the device, 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 Moov or with improper voltage or power supply; (d) to damage caused by service (including repairs, upgrades and expansions) performed by anyone who is not a representative of Moov; (e) if the serial number has been removed; (f) any neglect, abuse, alteration, unusual stress, modification, wiring or testing, improper storage, or use not in accordance with Moov's general use policies; or (g) to lost or stolen items. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty.

No Moov 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.

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

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.

Limitation of Damages

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, Moov SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY.

Consumer Protection

Some states do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by state to state.

Governing Law and Arbitration

This Limited Warranty shall be governed by the laws of the State of California without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. Any claim or dispute in connection with this Limited Warranty shall be resolved in a cost effective manner through binding non-appearance-based arbitration. The arbitration shall be initiated through an established alternative dispute resolution provider mutually agreed upon by the parties. The alternative dispute resolution provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the foregoing arbitration clause does not apply for any reason, you agree to submit to the personal jurisdiction of the state courts located within Delaware for the purpose of litigating all such claims or disputes, which courts shall have exclusive jurisdiction of such claims or disputes. Notwithstanding the foregoing, Moov may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.

To Obtain Warranty Service

Consumer must notify Moov Inc. via email at support@Moov.cc to obtain a Return Material Authorization (RMA) and return the defective Product together with proof of purchase specified by Moov Inc. in connection with the RMA. You will cover the cost of shipping the Product to

Moov Inc. and assume all risk of loss or damage to the Product while in transit to Moov. Moov Inc. will cover the cost of shipping the replacement Product back to you. Keep in mind all shipping and handling charges, and taxes paid are not refundable. Any Product returned to Moov Inc. without an RMA or without proof of purchase will either be returned to you at your expense or you will be charged a restocking fee of 15% of the original purchase price of the Product or the retail value of the missing accessories, whichever is higher.

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.