

Mobvoi Limited Warranty

This Limited Warranty ("Limited Warranty") applies to Ticwatch branded hardware products ("Product(s)") sold by Mobvoi inc. ("Mobvoi"). Mobvoi's warranty obligations are to the original purchaser ("you") only. This Limited Warranty cannot be assigned or transferred. This Limited Warranty is limited to the terms set forth below. This Limited Warranty applies only to Products purchased in the United States.

Limited Warranty

Mobvoi provides the following limited warranty to you if you purchased the Product(s) from Mobvoi on Mobvoi's website, www.ticwear.com, or if you purchased the Product(s) from an authorized reseller. Product(s) purchased from other sources are not covered by this Limited Warranty. Mobvoi warrants that the Product(s) will be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of your purchase ("Warranty Period").

Your sole and exclusive remedies for warranty claims submitted to Mobvoi within the Warranty Period pursuant to this Limited Warranty are as follows:

For all Product(s) that contain or develop material defects in materials or workmanship during the Warranty Period, Mobvoi will, at its sole option, either: (i) repair the Product(s); (ii) replace the Product(s) with a new or refurbished Product(s) (replacement Product(s) being of identical model or functional equivalent); or (iii) provide to you a refund of the price you paid for the Product(s) (excluding taxes and shipping costs). Any Product(s) that are repaired or replaced under this Limited Warranty will have warranty coverage under this Limited Warranty for the longer of:

(a) ninety (90) days from the date of repair or replacement; or (b) the remaining original Warranty Period.

Replacement parts used in the repair of the Product(s) may be new, equivalent to new, or refurbished.

Procedure for Making a Limited Warranty Claim

To make a warranty claim pursuant to this Limited Warranty, you must contact Mobvoi and provide relevant information within the Warranty Period by visiting warranty.ticwear.com. The information must include: (1) proof of purchase from Mobvoi or an authorized reseller, (2) a description of the problem or defect, (3) the date the defect was first discovered, and (4) your address and phone number.

After reviewing your claim, Mobvoi will notify you whether your claim is denied or conditionally accepted, or whether Mobvoi needs additional information. If Mobvoi requests additional information, you must provide the information within 30 days of Mobvoi's request or your claim becomes void.

If your claim is conditionally accepted, Mobvoi will send you a Return Merchandise Authorization ("RMA"). You must return the Product(s) to Mobvoi (at the address provided by Mobvoi), along with the proof of purchase and the RMA, within 30 days of the date Mobvoi sent you the RMA. If you fail to return the Product(s), proof of purchase, and RMA, along with any other information requested by Mobvoi, within this 30-day period, your claim becomes void.

If upon receiving the Product Mobvoi determines that you do not have a valid claim under this Limited Warranty (including, but not limited to, because the Product(s) do not suffer from a defect covered by this Limited Warranty), Mobvoi reserves the right to deny your claim. If Mobvoi accepts your claim, Mobvoi will provide a remedy as described in this Limited Warranty from Mobvoi; and (c) return the Product(s) to Mobvoi with proof of purchase from Mobvoi or an authorized reseller as directed by Mobvoi to the address specified by Mobvoi in connection with the RMA.

Exclusions

This Limited Warranty applies only to Product(s) manufactured by or for Mobvoi that are marked with the "Ticwatch" trade name or logo and contain a valid Ticwatch serial number. This Limited Warranty is void if the serial number is removed from the Product(s).

This Limited Warranty does not apply to, and specifically excludes, the following: (a) consumable parts, such as batteries, unless the consumable part has been damaged due to a defect in materials or workmanship in a non-consumable part of the Product(s); (b) normal wear and tear and cosmetic damage, including, but not limited to, scratches, dents and broken plastic; (c) 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; third-party applications downloaded to the Product(s) or companion applications that connect to and communicate with the Product(s); (d) damage caused by operating the Product(s) outside the permitted or intended uses described by Mobvoi; (e) damage caused by use with non-Ticwatch products; (f) any non-Ticwatch2 hardware products or any software, even if packaged or sold with the Product(s); and (g) modifications of the Product(s) firmware or software by anyone other than Mobvoi. Mobvoi reserves the right to disable the Product(s) if Mobvoi suspects fraud or if Mobvoi determines that the Product(s) are counterfeit, stolen or lost in shipment.

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

Limitation of Damages and Implied Warranties

TO THE FULL EXTENT PERMITTED BY LAW, THIS WARRANTY POLICY DOES NOT COVER, AND MOBVOI IS NOT RESPONSIBLE FOR: (A) SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS), LOSS OF THE USE OF MONEY, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, LOSS OF REPUTATION, OR LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR (B) ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH THE PRODUCT(S) AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT(S). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

All implied warranties (including the implied warranties of merchantability and fitness for a particular purpose) are limited in duration to the Warranty Period. All such implied warranties are expressly disclaimed for periods beyond the Warranty Period.

Some jurisdictions do not allow limitations on the duration of an implied warranty, so this limitation may not apply to you.

Governing Law and Disputes

This Limited Warranty is governed by and construed and enforced in accordance with the laws of the State of California, without regard to conflicts of law principles. The parties expressly agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Limited Warranty or to their relationship. The parties further agree that all disputes arising under or in connection with this Limited Warranty shall be resolved by final and binding arbitration—the parties expressly waive their right to a jury trial.

The arbitration shall proceed pursuant to the Rules of Arbitration of the International Chamber of Commerce, and shall be conducted by one arbitrator appointed in accordance with the Rules. The language of the arbitration will be English. The arbitration will take place in San Francisco, California. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. All materials in the proceedings created for the purpose of the arbitration, all other documents produced in the proceedings not otherwise in the public domain, and all awards in the arbitration will be deemed "confidential information" and shall not be disclosed to those not a party to the arbitration, except in response to a subpoena or court order, or as necessary for purposes of the arbitration itself (e.g. disclosure to an expert witness in the arbitration). Notwithstanding anything to the contrary above and irrespective of the tribunal's powers to order interim or conservatory measures, nothing in this Limited Warranty will prevent either party from seeking provisional measures from any court of competent jurisdiction, and no such request will be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

In the event that the jury waiver and mandatory arbitration provision in this Limited Warranty are deemed invalid for any reason, the parties agree that any dispute arising under or in connection with this Limited Warranty shall be submitted to the United States District Court for the Northern District of California, or if that court lacks jurisdiction, the California Superior Court for the County of San Francisco.

Website: <https://www.mobvoi.com>

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.