

WARRANTY & RETURN POLICY

THIS WARRANTY & RETURN POLICY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM COUNTRY TO COUNTRY. OTHER THAN AS PERMITTED BY LAW, AMAZFIT DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER LEGAL RIGHTS YOU MAY HAVE UNDER THE LAWS OF YOUR COUNTRY. FOR A FULL UNDERSTANDING OF YOUR RIGHTS, YOU SHOULD CONSULT THE LAWS OF YOUR COUNTRY.

WHAT IS COVERED BY THIS WARRANTY?

Amazfit's WARRANTY & RETURN POLICY ("Warranty") covers only new, physical, Amazfit-branded products purchased through our online store or authorized dealers ("Product"). Product registration is not required as a condition to this Warranty coverage, but some Amazfit Products function fully only if they are connected to a Zepp App account. To ensure that your Product is authentic and protected by our Warranty, please purchase from our online store directly or an authorized dealer.

This Warranty warrants our Products against defects in material or workmanship under normal use for one (1) year from the date of retail purchase by the original consumer, who buys a new, covered Product from Amazfit's online store or an authorized dealer ("Consumer" or "You"), ("Warranty Period"). This Warranty cannot be assigned or transferred to any subsequent purchaser.

WHAT ARE OUR RESPONSIBILITIES?

If during the Warranty Period, you submit a claim for warranty service in accordance with this Warranty, then Amazfit will, at its option:

- (i) repair the Product using new parts or previously used parts that satisfy Amazfit's quality standards;
- (ii) replace the Product with a new Product or a refurbished Product that meets Amazfit's quality standards;

Any repaired or replaced Product is covered for the greater of either the remainder of the original Warranty Period or 90 days following Consumer's receipt of the repaired or replacement Product.

HOW TO OBTAIN WARRANTY SERVICE?

Please access and review the online help resources at <https://support.amazfit.com/en/> before seeking warranty service. If the Product is still not functioning properly after making use of these resources, please contact our authorized dealers where you purchase our Product or Amazfit authorized services center, if applicable.

EXCLUSIONS OF WARRANTY:

This Warranty is limited and is not applicable to:

- (i) normal wear and tear;

- (ii) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports unless failure has occurred due to a defect in materials or workmanship;
- (iii) defects or damage caused by misuse, accident (including without limitation collision, fire, flood, earthquake and the spillage of food or liquid), neglect, abuse, alteration, unusual stress, modification, improper or unauthorized repair, installation, wiring, or testing, improper storage, use with unsuitable devices, software or services;
- (iv) use not in accordance with the technical specification of the Product.;
- (v) damage caused by third party equipment with which the Product is used;
- (vi) commercial use or resale,
- (vii) use for medical, healthcare or treatment purposes;
- (viii) features or performance parameters pertaining to any software or services beyond the Product's normal use function substantially in accordance with Amazfit's technical specifications or accompanying Product documentation;
- (ix) a Product that is returned with removed, damaged or tampered labels (including serial number of Product) or any alterations (including the unauthorized removal of any component or external cover).

For purposes of clarification, without limiting the generality of the preceding exclusions, this Warranty does not include any specific guarantees regarding uptime or continued availability, data security features of apps or online accounts or that any software, firmware or online sites will function uninterrupted or error-free. This limited Warranty does not cover data loss; backup, write down and/or print out your data on a regular basis. Moreover, costs related to data recovery, removal, and installation are not recoverable under this Warranty. Except as set forth in this Warranty, Amazfit does not extend any express or implied warranties or representations regarding the Product or any connected software or online services.

LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AMAZFIT DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

UNDER THIS WARRANTY, AMAZFIT DOES NOT, EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, ASSUME ANY LIABILITY 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 AMAZFIT'S BREACH OR ALLEGED BREACH OF THIS 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.

THE FOREGOING LIMITATION SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, FOR FRAUD OR FRAUDULENT MISREPRESENTATION OR, TO THE EXTENT THAT IN ANY PARTICULAR JURISDICTION SUCH LIABILITY MAY NOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, ANY LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL DEFAULT. AMAZFIT DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY AMAZFIT PRODUCT UNDER THIS WARRANTY OR REPLACE THE AMAZFIT PRODUCT WITHOUT RISK TO OR LOSS OF INFORMATION STORED IN THE PRODUCT.

GENERAL

If any part of this warranty is found to be illegal, unenforceable, or invalid, the remaining portions of this Warranty will remain in full force and effect. This Warranty is governed by and interpreted, construed in accordance with the laws of the country in which the Amazfit Product purchase took place. No Amazfit dealer, agent, or employee is authorized to make any modification, extension, or addition to this Warranty.