

Limited Warranty

WHO IS COVERED?

The limited warranties provided herein are non-transferable and cover only the original end purchaser. An original or copy of the sales receipt from the original PopSockets authorized sales retailer is required for warranty service, unless otherwise prohibited by law. The limited warranties herein do not cover products purchased through online auction websites. PopSockets products are legitimately sold only by authorized retailers who are required to follow PopSockets' policies, procedures, and quality control standards. Because PopSockets cannot control the quality of its products sold by unauthorized sellers, the warranties herein apply only to products that were purchased from PopSockets or a PopSockets authorized seller in the United States, unless otherwise prohibited by law. THE LIMITED WARRANTIES HEREIN ARE PROVIDED IN ADDITION TO ANY OTHER RIGHTS THE ORIGINAL END PURCHASER MAY HAVE AT LAW. These warranties give you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

WHAT IS COVERED AND WHAT ARE THE WARRANTY PERIODS?

PopSockets LLC ("PopSockets"), 3235 Prairie Ave. Boulder, CO 80301 U.S.A. (contactable by email at cs@popsockets.com), warrants that all non-electronic products will be free from defects in workmanship and materials under normal use for the lifetime of the product, which PopSockets designates to be three years from the date of delivery of the product. PopSockets warrants that our electronic products will be free from defects in workmanship and materials under normal use for the lifetime of the product, which PopSockets designates to be one year from the date of delivery of the product.

90 DAY SATISFACTION GUARANTEE

If for any reason you are not satisfied with any PopSockets product that you purchased directly from popsockets.com or one of our authorized sellers in the United States, you may request a refund or replacement product within 90 days from the date of delivery of the product. If you purchased a PopSockets product in Europe directly from our website and are not satisfied, you may request a refund or replacement product within 30 days from the date of delivery of the product. If you are not satisfied with any PopSockets product after the 90 period in the United States or the 30-day period in Europe because the product is defective, PopSockets will replace the product that is the same or of a similar style.

10 FEET DROP PROTECTION FOR PHONE CASES

PopSockets warrants that our phone cases will protect mobile phones that are dropped up to 10 feet under normal use. If you believe that your phone case did not satisfy the 10 feet drop protection warranty, you may request a replacement phone case. PopSockets may also, in its sole discretion depending on the circumstances, provide reasonable financial assistance to repair your phone if our phone case does not satisfy the 10 feet drop protection warranty.

WHAT IS NOT COVERED?

Normal wear and tear of product use; damage caused by misuse, lack of care, mishandling, accident, or abuse; damage caused by use of the product other than for its intended purpose; damage caused by improper or unauthorized repair or maintenance; damage to a product that has been modified or altered; and damage

to any other product, including without limitation damage to any device used in connection with the product.

HOW TO MAKE A CLAIM UNDER THIS LIMITED WARRANTY

Warranty claims must be made directly to PopSockets. Please contact Customer Service at cs@popsockets.com for instructions. Product may be returned to PopSockets LLC, 3235 Prairie Ave., Boulder, CO 80301 U.S.A. via a traceable method along with the original purchase receipt and your name, phone number, physical, and email addresses. PopSockets is not liable for products that are damaged or lost in transit to PopSockets. Customer will pay shipping costs for the return of goods to PopSockets and will also be responsible for customs fees, including, but not limited to, taxes, duties, and brokerage. PopSockets will pay shipping costs for the return shipment of the replacement product.

SOLE AND EXCLUSIVE REMEDY FOR THESE LIMITED WARRANTIES

Your sole and exclusive remedy for a claim is covered by the limited warranties set forth herein. PopSockets reserves the right to send you a replacement product that is the same or of a similar style or a substitute equivalent that may not be of like kind (depending on availability). Replacement products will be furnished only on an exchange basis. Replacement products are covered by this limited warranty for the remainder of the original applicable product warranty period.

LIMITED WARRANTY DISCLAIMERS - TO THE EXTENT PERMITTED BY LAW, POPSOCKETS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY LIMITS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS LIMITED WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

LIMITATION OF LIABILITY - TO THE EXTENT PERMITTED BY LAW, POPSOCKETS, ITS EMPLOYEES, AGENTS, AND SUPPLIERS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF THE USE OF THE PRODUCT, INCLUDING WITHOUT LIMITATION DAMAGE TO ANY DEVICE USED IN CONNECTION WITH THE PRODUCT. IF THIS LIMITATION OF LIABILITY IS NOT PERMITTED BY LAW, OR IS NOT EFFECTIVE AT LAW, THEN TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES IN TORT (INCLUDING NEGLIGENCE), THE ENTIRE LIABILITY OF POPSOCKETS AND ANY OF ITS SUPPLIERS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU 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.