

Important Product Information Pebble SMARTWATCH

PEBBLE ONE (1) YEAR LIMITED MANUFACTURER WARRANTY FOR PRODUCTS PURCHASED IN CANADA (“Limited Warranty”)

This international Limited Warranty is provided by Pebble Technology Corp., (“Pebble”) as the manufacturer of the Pebble SMARTWATCH (the “Product”).

Pebble warrants that the Product will be free from defects in materials and workmanship under normal use (and subject to the remaining terms of this warranty document) for a period of ONE (1) YEAR from the date of retail purchase by the original purchaser who purchased the Product (also referred to as “you” or “your”) (this period being the “Warranty Period”). The Limited Warranty applies to Products purchased in Canada.

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

During this Warranty Period, if a defect arises, and provided you follow the instructions for returning the product set out below, we will, at our option, either:

- (i) repair the Product using either new or refurbished parts;
- (ii) replace the Product with a new or refurbished Product; or
- (iii) refund the purchase price of the Product.

Any replacement may be, at the absolute option of Pebble, a new or refurbished product.

A replacement or repaired Product will benefit from the same Limited Warranty for the remainder of the Warranty Period or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you.

When a Product is exchanged, any replacement item becomes your property and the replaced item becomes Pebble’s property. When a refund is given, the Product for which the refund is provided must be returned to Pebble and becomes Pebble’s property.

What the Limited Warranty covers

This Limited Warranty applies only to hardware products manufactured by or for Pebble that can be identified by the “Pebble” trade name, or logo affixed to them.

This Limited Warranty only applies to customers purchasing the Product for private and domestic use.

What the Limited Warranty does not cover

This warranty does not apply:

- (i) to consumable parts of the Product, such as batteries, unless damage to the battery has occurred due to a defect in materials or workmanship;
- (ii) to cosmetic damage due to fair wear and tear, including but not limited to scratches, dents and broken plastic on ports;
- (iii) 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 by a non Pebble entity, improper storage, or if the serial number has been removed;
- (iv) to damage caused by operating the Product outside the permitted or intended uses described by Pebble on its website, marketing materials or product instructions;
- (v) to damage caused by use with non-Pebble products;
- (vi) to any non-Pebble hardware products or any software, unless the hardware or software is packaged with Pebble hardware at the time of your purchase.

Warranty claims may not be made where the serial number on the Product has been altered, removed or cannot be identified.

Limitations of Liability

This Limited Warranty gives you specific legal rights against Pebble, but nothing in this Limited Warranty seeks to override any additional rights you may have in your country against Pebble (as manufacturer) or the person from whom you purchased the Product.

Pebble will be liable to you for all losses you suffer which were foreseeable consequences of our failure to comply with the terms of this Limited Warranty, but in no event will Pebble be liable to you for any losses that you suffer as a result of our failure to comply with this Limited Warranty which fall into the following categories:

- (i) loss of use;
- (ii) loss of income or revenue;
- (iii) loss of profits;
- (iv) loss of the use of money;
- (v) loss of anticipated savings;
- (vi) loss of business;

- (vii) loss of opportunity;
- (viii) loss of goodwill;
- (ix) loss of reputation;
- (x) loss of, damage to or corruption of data;
- (xi) any costs of recovering, programming, or reproducing any program or data stored or used with Pebble products;
- (xii) and any failure to maintain the confidentiality of data stored on the Product.

However, nothing in this Limited Warranty shall prevent you from bringing a claim against Pebble for foreseeable loss of, or damage to, your physical property caused by a defective Product. Nothing in this Limited Warranty excludes or limits in any way our liability for:

- (i) death or personal injury claims caused by our negligence;
- (ii) fraud or fraudulent misrepresentation;
- (iii) any breach of the obligations implied by law regarding the passing of good title to the Product;
- (iv) for legal protection applying in your country for certain product liability issues that cannot be excluded by law;
- (v) or for any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude.

Claiming under the Limited Warranty

You should retain a copy of your proof of purchase to make it easier for us to process any claim you may make under this Limited Warranty.

To make a claim under this Limited Warranty, you must contact Pebble in the first instance using the following e-mail address: support@getpebble.com within the Warranty Period. Pebble will provide you with a Return Material Authorization (“RMA”) to be used in any subsequent correspondence that you have with Pebble in connection with making a claim under this Limited Warranty. You will then need to return the defective Product, together with proof of purchase, to the address specified by Pebble in connection with the RMA. The cost of returning the Product to Pebble will be at your cost

Governing Law

This Limited Warranty is governed by and construed by the laws of England and each party submits to the non-exclusive jurisdiction of the English courts.

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.