

Limited Warranty Dropcam

Dropcam, Inc.
Limited Warranty
Dropcam HD and Dropcam Pro

If you have purchased a Product from Dropcam, subject to your compliance with this Agreement, Dropcam warrants to and only to you that the Product will be free from defects in materials and workmanship for one (1) year from the date of your purchase of the Product. This warranty is only valid for a Product purchased and used by you solely within the United States or Canada. This warranty does not cover damage outside Dropcam's control, including without limitation damage caused by misuse, accident, abuse, use other than as intended and described in the Product documentation, normal wear and tear, tampering, or service performed on the Product by a service provider not expressly authorized by Dropcam.

Dropcam's sole and exclusive liability (and your sole and exclusive remedy) under the foregoing warranty shall be to repair or replace the Product, as determined by Dropcam in its sole discretion. If you believe Dropcam has breached the foregoing warranty, please refer to the warranty replacement policy located below.

Warranty Disclaimer. Dropcam has no special relationship with or fiduciary duty to you. You acknowledge that Dropcam has no control over, and no duty to take any action regarding: which users gain access to the Services; what Content you access via the Services; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Dropcam from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. Dropcam makes no representations concerning any content contained in or accessed through the Services, and Dropcam will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. Dropcam makes no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. **EXCEPT AS EXPRESSLY SET FORTH IN THE TERMS OF SERVICE, THE SERVICES, CONTENT, WEBSITE, PRODUCTS AND SERVICES OBTAINED THROUGH THE WEBSITE, AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.**

This Limited Warranty Statement gives you specific legal rights. You may also have other rights which vary from state to state in the United States and from province to province in Canada. To the extent that this Limited Warranty Statement is inconsistent with local law, this Statement shall be deemed modified to be consistent with such local law. Under such local law, certain disclaimers and limitations of this Warranty Statement may not apply to you. For example, some

states in the United States, as well as some governments outside the United States (including provinces in Canada), may: (i) preclude the disclaimers and limitations in this Warranty Statement from limiting the statutory rights of a consumer; (ii) otherwise restrict the ability of a manufacturer to enforce such disclaimers or limitations; or (iii) grant the customer additional warranty rights, specify the duration of implied warranties which the manufacturer cannot disclaim, or allow limitations on the duration of implied warranties. THE TERMS IN THIS WARRANTY STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY, AND ARE IN ADDITION TO, THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THE PRODUCTS TO SUCH CUSTOMERS.

Warranty Replacement Policy

Dropcam's warranty obligations for this hardware product are limited to the terms set forth below:

Dropcam, Inc. ("Dropcam") warrants this Dropcam-branded hardware product against defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of retail purchase by the original end-user purchaser ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Dropcam will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. Dropcam may request that you replace defective parts with new or refurbished user-installable parts that Dropcam provides in fulfillment of its warranty obligation. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by Dropcam, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Dropcam's property. Parts provided by Dropcam in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to Dropcam and becomes Dropcam's property.

Exclusions and Limitations

This Limited Warranty applies only to hardware products manufactured by or for Dropcam that can be identified by the "Dropcam" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Dropcam hardware products or any software, even if packaged or sold with Dropcam hardware. Manufacturers, suppliers, or publishers, other than Dropcam, may provide their own warranties to the end user purchaser, but Dropcam, in so far as permitted by law, provides their products "as is". Software distributed by Dropcam with or without the Dropcam brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use.

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

This warranty does not apply: (a) to damage caused by use with non-Dropcam products; (b) to damage caused by 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 Dropcam; (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Dropcam; (e) to a product or part that has been modified to alter functionality or capability without the written permission of Dropcam; (f) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (g) to cosmetic damage, including but not limited to scratches, dents, and broken plastic on ports; or (h) if any Dropcam serial number has been removed or defaced. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. DROPCAM'S RESPONSIBILITY FOR HARDWARE DEFECTS IS LIMITED TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY DROPCAM IN ITS SOLE DISCRETION. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED WARRANTY. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. No Dropcam reseller, agent, or employee is authorized to make any modification, extension, or addition to this 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.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, DROPCAM IS NOT RESPONSIBLE FOR DIRECT, 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; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH DROPCAM PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR

CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Obtaining Warranty Service

Please access and review the online help resources referred to in the documentation accompanying this hardware product before requesting warranty service. If the product is still not functioning properly after making use of these resources, please contact Dropcam representatives. When contacting Dropcam via telephone, other charges may apply depending on your location. When calling, a Dropcam representative will help determine whether your product requires service and, if it does, will inform you how Dropcam will provide it. You must assist in diagnosing issues with your product and follow Dropcam's warranty processes.

Dropcam may restrict service to the fifty states of the United States of America and the District of Columbia, and provide warranty service (i) by sending you prepaid way bills (and if you no longer have the original packaging, Dropcam may send you packaging material) to enable you to ship the product to Dropcam's repair service location for service, or (ii) by sending you new or refurbished customer-installable replacement product or parts to enable you to service or exchange your own product ("DIY Service"). Upon receipt of the replacement product or part, the original product or part becomes the property of Dropcam and you agree to follow instructions, including, if required, arranging the return of original product or part to Dropcam in a timely manner. When providing DIY Service requiring the return of the original product or part, Dropcam may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you follow instructions, Dropcam will cancel the credit card authorization, so you will not be charged for the product or part and shipping costs. If you fail to return the replaced product or part as instructed, Dropcam will charge the credit card for the authorized amount.

Service options, parts availability, and response times may vary. Service options are subject to change at any time. In accordance with applicable law, Dropcam may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. Please refer to the accompanying documentation for more details on this and other matters on obtaining warranty service.

Dropcam will maintain and use customer information in accordance with the privacy policy accessible at www.Dropcam.com/privacy. **THE CONTENTS OF YOUR PRODUCT WILL BE DELETED AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF WARRANTY SERVICE.** Your product will be returned to you configured as originally purchased, subject to applicable updates.

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.

