

**IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.**

## **Product Limited Warranty**

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATIONS OR EXCLUSIONS DESCRIBED BELOW MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE INCONSISTENT WITH YOUR STATE'S APPLICABLE LAW. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS UNDER STATE LAW.

**DO NOT ATTEMPT TO POWER YOUR SKYBELL WITH AN IMPROPER POWER CONFIGURATION. INFORMATION REGARDING ALL SUPPORTED POWER CONFIGURATIONS CAN BE FOUND AT [WWW.SKYBELL.COM/pages/support](http://WWW.SKYBELL.COM/pages/support) (POWER CONFIGURATION DIAGRAMS).**

**FAILURE TO STRICTLY ADHERE TO OUR POWER CONFIGURATION GUIDELINES WILL AUTOMATICALLY VOID THIS LIMITED WARRANTY.**

## **1. SkyBell Limited Warranty**

Subject to the terms and conditions of this Limited Warranty, SkyBell Technologies, Inc. ("SBT"), warrants to you only (the original purchaser), that under normal use, the SkyBell Wi-Fi enabled video doorbell (the "Product") will substantially conform with the specifications listed on our website ([www.skybell.com](http://www.skybell.com)) and be free of reproducible defects that eliminate the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Product for a period of **one (1) year** from the date of your Product purchase (the "Warranty Period"). This Limited Warranty only applies to Products purchased from SkyBell or an authorized SkyBell reseller. A list of authorized resellers can be found at <http://www.skybell.com/pages/legal/>

## **2. Exclusive Remedy**

During the Warranty Period, SBT will, at its sole option, repair or replace any Product or parts of a Product that fail in normal use. Such repairs or replacement will be made at no charge to the customer for parts or labors. SBT retains the exclusive right to replace the Product with a new or refurbished "like new" Product in its sole discretion. A replacement Product or part 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 SBT's property.

There is no warranty of any kind for any defects discovered after the Warranty Period has lapsed.

SUCH REMEDY SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS LIMITED WARRANTY.

### **3. Obtaining Warranty Service**

To receive instructions for obtaining repair or replacement warranty services you must e-mail: [support@skybelltechnologies.zendesk.com](mailto:support@skybelltechnologies.zendesk.com). You must receive shipping instructions and an RMA tracking number from SBT prior to shipping your device to us. Write the RMA tracking number clearly on the outside of the package. Send the device, freight charges prepaid, to the address on the RMA label.

You must also:

- Submit proof of purchase in the form of a bona fide, dated bill of sale, receipt, or invoice (or a copy) from an Authorized Reseller evidencing that your request for service is made within the Warranty Period; and
- Follow shipping and other instructions to ensure the Product has an adequate degree of protection against damage during transit to the location specified by SBT. Except as otherwise required by legislation in your jurisdiction, costs associated with transport (including packaging) for warranty service shall be at your expense.

Failure to follow the above instructions may result in delays, cause you to incur additional charges, or may void your warranty.

### **4. Exchanging Your Device**

If we provide you with warranty service by sending you a replacement device, you will be required to return your original device to us. In the event we do not receive your original device within 30 days of sending your replacement device, you hereby agree that we have the right to charge you for the full retail price of the replacement device and/or not send you a replacement device. Full retail price shall be equal to the sale price on our website ([www.skybell.com](http://www.skybell.com)) not including sales, promotions or other discounts.

In addition to any other remedies available to us, if we have shipped a new device to you and we have not received your original device within 30 days from the initiation of the return process, we shall have the right to terminate your original device and/or your replacement.

## **5. No Other Warranties**

THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY LIABILITY ARISING UNDER ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

THE EXPRESS WARRANTY STATED HEREIN IS THE ONLY EXPRESS WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS (IF ANY) INCLUDING ANY CREATED BY ANY OTHER DOCUMENTATION OR PACKAGING. NO OTHER WARRANTIES OR CONDITIONS ARE MADE WITH RESPECT TO THE PRODUCT OR THE WARRANTY SERVICES BY ANY PERSON, INCLUDING BUT NOT LIMITED TO SBT AND ITS SUPPLIERS. NO INFORMATION (ORAL OR WRITTEN) OR SUGGESTIONS GIVEN BY SBT, ITS AGENTS OR SUPPLIERS, OR ITS OR THEIR EMPLOYEES, SHALL CREATE A WARRANTY OR CONDITION OR EXPAND THE SCOPE OF THIS LIMITED WARRANTY. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT IN THE PRODUCT. YOU MAY HAVE GREATER RIGHTS EXISTING UNDER LEGISLATION IN YOUR JURISDICTION. WHERE SUCH LAWS PROHIBIT ANY TERM OF THIS LIMITED WARRANTY, IT SHALL BE NULL AND VOID, BUT THE REMAINDER OF THE LIMITED WARRANTY SHALL REMAIN IN FULL FORCE AND EFFECT.

WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS CONTAINED HEREIN, ALL PRODUCT INFORMATION IS PROVIDED FOR YOUR CONVENIENCE, "AS IS", AND "AS AVAILABLE". SBT DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT PRODUCT INFORMATION WILL BE AVAILABLE, ACCURATE, OR RELIABLE.

SBT MAY ALSO PROVIDE OR SELL PRODUCTS WHICH ARE INTENDED TO BE USED WITH YOUR SKYBELL ("PRODUCT PERIPHERALS"). YOU USE THE PRODUCT, ALL PRODUCT INFORMATION, AND THE PRODUCT PERIPHERALS AT YOUR OWN RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND SBT DISCLAIMS) ANY LIABILITY, OR DAMAGES, INCLUDING BUT NOT LIMITED TO YOUR WIRING, FIXTURES, ELECTRICITY, HOME, PRODUCT, PRODUCT PERIPHERALS, COMPUTER, MOBILE DEVICE, AND ALL OTHER ITEMS AND PETS IN YOUR HOME, RESULTING FROM YOUR USE OF THE PRODUCT, PRODUCT INFORMATION, OR PRODUCT PERIPHERALS.

## **6. Exclusion of Consequential, Incidental, and Certain Other Damages, and Limitation of Liability**

**TO THE FULL EXTENT ALLOWED BY LAW, SBT IS NOT LIABLE FOR ANY:**

- **(i) CONSEQUENTIAL OR INCIDENTAL DAMAGES;**
- **(ii) DAMAGES OR LOSS OF ANY NATURE WHATSOEVER RELATING TO LOST PROFITS, LOSS OF OR DAMAGE TO PERSONAL PROPERTY, LOSS OF DATA OR PRIVACY OR CONFIDENTIALITY, ANY INABILITY TO USE ALL OR PART OF THE PRODUCT, PERSONAL INJURY, OR ANY FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO ANY LACK OF NEGLIGENCE OR OF WORKMANLIKE EFFORT); OR**
- **(iii) INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF RELATING IN ANY WAY TO THE SKYBELL PRODUCT.**

**SBT'S CUMULATIVE LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION, CONTRIBUTION, OR OTHERWISE, SHALL BE LIMITED TO THE DIRECT DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED THE PURCHASE PRICE FOR THE SKYBELL PRODUCT. YOU HEREBY RELEASE SBT, ITS MANUFACTURERS, SERVICE PROVIDERS, LICENSORS AND EACH OF THEIR RESPECTIVE AFFILIATES, FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION. SBT IS ALSO NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING FROM OR RELATED TO YOUR BREACH OF THIS AGREEMENT. SBT, ITS MANUFACTURERS, SERVICE PROVIDERS, LICENSORS AND EACH OF THEIR RESPECTIVE AFFILIATES, DISCLAIM ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS LIMITED WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA. ALL CLAIMS BY YOU, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, MUST BE BROUGHT WITHIN TWO YEARS FROM THE DATE THE CAUSE OF ACTION ACCRUES. THIS LIMITATION OF LIABILITY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.**

**THE FOREGOING APPLIES EVEN IF SBT OR ANY SUPPLIER OR AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES; EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), STRICT OR PRODUCT LIABILITY, MISREPRESENTATION OR OTHER REASON; AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**

**SBT PRODUCTS ARE INTENDED TO BE USED AS A NOTIFICATION SYSTEM FOR THE FRONT DOORS OF HOMES AND BUSINESSES. SKYBELL IS NOT INTENDED TO BE USED AS AN ALARM SYSTEM, SECURITY SYSTEM OR THEFT DETERRENT. SKYBELL MAKES NO CLAIM OR REPRESENTATION THAT IT WILL KEEP YOU OR YOUR PROPERTY SAFE.**

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. If any term of this Limited Warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

## **7. Exclusions From Limited Warranty**

This warranty does not apply to: (i) theft or loss of the Product; (ii) damage caused by accident, abuse, misuse, water, flood, fire, or other acts of nature or external causes; (iii) damage caused by service performed by anyone who is not an authorized service provider of SBT; (iv) damage to a product that has been modified or altered without the written permission of SBT; (v) any damage or defects caused by rough handling or extreme thermal or environmental conditions or a rapid change in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening or repair, repair by use of unauthorized spare parts, accidents, forces of nature, or other actions beyond the reasonable control of SBT; (vi) any damage or defects caused by operating the product outside of the permitted or intended uses described on SBT's website; (vii) damage caused during installation of a Product; (viii) damage caused by connecting SkyBell to an improper power configuration; or (viii) cosmetic damage, such as scratches, nicks and dents.

In addition, SBT reserves the right to refuse warranty claims against products or services that are obtained and/or used in contravention of the laws of any country.

## **8. Geographic Limitations**

Devices returned from outside the US and Canada may not be able to be returned due to an act of God, war, embargo or other act by one or more sovereign nations limiting commerce between the US and another country or some other action or event outside SBT's control. **Return of devices from outside the US and Canada is at your own risk.** SBT is not responsible for providing a replacement device if, in SBT's sole discretion, it cannot successfully or legally ship a product to an international destination.

## 9. Reseller Limitations

This Warranty only applies to devices purchased from us or an Authorized Reseller. A list of Authorized Resellers can be found on [www.skybell.com/pages/legal](http://www.skybell.com/pages/legal). Devices purchased from unauthorized dealers and/or individuals reselling new or used devices, are not eligible to receive Warranty service or a refund of any kind.

THE LIMITED WARRANTY IS SUBJECT TO CHANGE FROM TIME TO TIME AT SBT'S SOLE DISCRETION.

SkyBell and SkyBell Technologies, Inc. are trademarks SkyBell Technologies, Inc., registered in the U.S. and other countries.

Website: <http://www.skybell.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.