



Petcube

WARRANTY

Petcube Warranty Policy

Thanks for your interest in the products of Petcube Inc. ("Petcube"). Petcube provides home gadgets (the "Physical Product" or "Product").

We want you to be thrilled with your new purchase. However, if you need to return an item, we're here to help. To find out the right way to do it, please visit the Shipping & Returns section of our website.

1 Year Limited Warranty

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

Petcube warrants the Petcube-branded 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 ("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, Petcube will either:

(1) repair the hardware defect at no charge, using new or refurbished replacement parts, or

(2) exchange the product with a product that is new or that has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product.

Petcube may request that you replace defective parts with new or refurbished user-installable parts that Petcube 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 Petcube, assumes the remaining warranty of the original product or thirty (30) 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 Petcube's property.

Parts provided by Petcube in fulfillment of its warranty obligation must be used in products for which the warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to Petcube and becomes Petcube's property.

Exclusions And Limitations

This Limited Warranty applies only to hardware products manufactured by or for Petcube that can be identified by the "Petcube" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Petcube hardware products or any software, even if packaged or sold with Petcube hardware.

Manufacturers, suppliers, or publishers, other than Petcube, may provide their own warranties to the end-user, but Petcube, in so far as permitted by law, provides their products "as is". Software distributed by Petcube with or without the Petcube 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. Petcube does not warrant that the operation of the product will be uninterrupted or error-free. Petcube 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 accident, abuse, misuse, flood, fire, earthquake, or other external causes;
- (b) to damage caused by operating the product outside the permitted or intended uses described by Petcube;
- (c) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Petcube;
- (d) to a product or part that has been modified to alter functionality or capability without the written permission of Petcube;
- (e) to consumable and mechanical platform parts unless damage has occurred due to a defect in materials or workmanship;
- (f) to cosmetic damage, including but not limited to scratches, dents, and broken plastic on ports.

(g) any devices that were purchased with unauthorized resellers. Complete list of authorized resellers is provided below:

Amazon.co.uk	Facebook	Pitchi
Amazon.com	Fry's	Pocketbook
B&H	GrandStreet	PurrfectlyYappy
b8ta	Harrods	Quidsi/Wag.com
Bad Bath and Beyond	HealthyPets	Rakuten
Best Buy Canada	Ingram Micro (DE)	Royal Pets Market
Best Buy US	Interpark (JP)	Sam's Club
Brit&Co	Kickstarter	Shift LLC
Brookstone	MobileFun	Signeo Design
Chewy.com	ModernLook	SkyMall
CMS Distribution	DreamCatchers, Reedog	SoftBank
Conran Shop	New Egg	SRSWorks
Datavision	Nordstrom Canada	STORY
Doggyloot	Nordstrom US	UltraMödernPet
Ebay	Petbarn	UniqueUnique
Electronics Expo	Petco	UrbanDaddy
FAB	Petcube.com	Zooplus.de

There are no express warranties other than those listed and described above, and no warranties whether express or implied, including, but not limited to, any implied warranties or merchantability or fitness for a particular purpose and warranties against hidden or latent defects, shall apply the express warranty period stated above, and no other express warranty or guarantee given by any person, firm or corporation with respect to this product shall be binding on Petcube.

Except as provided in this warranty and to the maximum extent permitted by law, Petcube is not responsible for loss or revenue or profits, failure to realize savings or other benefits, loss of opportunity, loss of goodwill, damage to, compromise or corruption of data, or any other special, incidental or consequential damages caused by the use, misuse or inability to use this product, or any other breach of any warranty or condition regardless of the legal theory on which the claim is based, even if Petcube has been advised of the possibility of such damage. Nor shall recovery of any kind against Petcube be greater than the purchase price of the Product. Without limiting the foregoing, the purchaser assumes all risk and liability for loss, damage or injury to purchaser and the purchaser's property and to others and their property arising out of the use, misuse or inability to use products sold by Petcube not caused directly by the negligence of Petcube.

This limited warranty shall not extend to anyone other than the original purchaser of this product, is nontransferable and states the exclusive right of the purchaser to remedy.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state and country to country.

Obtaining Warranty Service

To obtain warranty service, you must deliver the Product, freight prepaid, in either its original packaging or packaging providing an equal degree of protection, to an address specified by Petcube. In accordance with applicable law, Petcube may require that you furnish proof of purchase from the official distributor (please visit the Shipping & Returns section of the Petcube website for an up-to-date list), additional details and/or comply with registration requirements before receiving warranty service.

It is your responsibility to backup any data, software, or other materials you may have stored or preserved on the Product. It is likely that such data, software, or other materials will be lost or reformatted during service, and Petcube will not be responsible for any such damage or loss. For specific instructions on how to obtain warranty service, please email us at support@petcube.com.

Governing Law And Arbitration

This Limited Warranty shall be governed by the laws of the State of California without giving effect to any conflict of legal principles that may provide for the application of the law of another jurisdiction. Any claim or dispute in connection with this Limited Warranty shall be resolved in a cost effective manner through binding non-appearance-based arbitration.

The arbitration shall be initiated through an established alternative dispute resolution provider mutually agreed upon by the parties. The alternative dispute resolution provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner of which shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of a competent jurisdiction. If the foregoing arbitration clause

does not apply for any reason, the purchaser agrees to submit to the jurisdiction of the state courts located within San Francisco, California.