

# Rylo Limited Product Warranty

*Date of Last Revision: October 31, 2017*

PLEASE READ THIS LIMITED PRODUCT WARRANTY (this “Warranty”) CAREFULLY. BY USING THE RYLO CAMERA (“Rylo”), YOU AGREE TO THE TERMS OF THIS WARRANTY. IF YOU DO NOT AGREE WITH THE TERMS OF THIS WARRANTY, YOU MAY RETURN RYLO WITHIN THIRTY (30) DAYS FROM THE DATE OF DELIVERY BY FOLLOWING OUR RETURN PROCEDURES [LOCATED HERE](#). THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

## **Warranty**

Rylo Inc. (“we” or “us”) warrants to the original retail purchaser (“you”) that, when used in accordance with our product guidelines, Rylo will be free from material defects in materials and workmanship under normal use for a period of one (1) year from the original date of purchase (the “Warranty Period”). Our product guidelines include information contained in the user manual, online instructions, technical specifications and written communications regarding use or service of Rylo, each as provided by us to you.

As used herein, the “Rylo” product does not include, and this Warranty does not apply to, any software or third party hardware products included in, pre-loaded on or accompanying Rylo, even if packaged or sold together with Rylo. Software pre-loaded on Rylo, our mobile application and hosting services, and any of our other software designed to be used with Rylo are instead subject to our Terms of Service, located at [rylo.com/terms](http://rylo.com/terms). Please refer to the Terms of Service for information on your rights with respect to use of any such software.

In addition to the foregoing, this Warranty does not apply to:

- (a) normal wear and tear or other cosmetic damage (including damage to Rylo’s lenses resulting from cleaning other than in accordance with our instructions);
- (b) damage caused by accident, abuse, misuse, spillage of food, dousing with liquids, improper storage, storage or use outside of specified operating temperatures, acts of nature, or other external causes;
- (c) damage caused by using Rylo outside of our product guidelines;
- (d) any unit that has been modified or reverse engineered without receiving our written consent prior to making such modifications or performing such reverse engineering, including without limitation modifications or alterations made by unauthorized service providers;
- (e) Rylo Adventure Case leakage or any resulting damage as a result of using cases or mounts not supplied or approved by us;

- (f) damage caused by charge or sync cables not supplied or approved by us;
- (g) damage caused by accessories, including but not limited to aftermarket cases and batteries, not supplied by us;
- (h) damage caused by charging Rylo with the improper voltage;
- (i) damage caused by alteration or modification of our mobile application or any other software contained in or used with Rylo;
- (j) loss of media, files, or stored data on Rylo or our mobile or web hosting applications;
- (k) damage of any kind to the carrying pouch, regardless of cause; or
- (l) any unit obtained or used in violation of law, or which has had the serial number or other identifying information removed, defaced or altered.

**DO NOT OPEN THE PRODUCT CASING. DOING SO MAY CAUSE DAMAGE THAT IS NOT COVERED BY THIS WARRANTY. ONLY AN AUTHORIZED RYLO SERVICE PROVIDER SHOULD PERFORM SERVICE ON RYLO.**

### **RMA Process**

To exercise this Warranty, you must obtain a return merchant authorization (“RMA”) from us. Any product(s) returned without a RMA may be rejected or returned to you at your cost. Please email Rylo support via [help@rylo.com](mailto:help@rylo.com) to obtain a RMA. We may require that you furnish proof of purchase details and a serial number or other identifying information for your Rylo product, respond to our questions regarding the product and follow our procedures for obtaining warranty service. Any information you provide will be handled in accordance with our Privacy Policy. If your warranty claim appears to be valid within the terms of this Warranty, Rylo support will provide you with a prepaid shipping label to return your product(s), as well as instructions on which product(s) to return. To ensure successful delivery, and not delay your warranty service, you must return your product(s) using this prepaid label and follow our other return instructions. All products returned to Rylo under this Warranty must be returned in their original packaging.

It is your responsibility to backup any content you may have stored or preserved on the product(s) prior to returning them to us. Software, content, and data is likely to be reformatted or deleted during servicing or replacement of the product(s). **WE WILL NOT BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO INFORMATION OR CONTENT LEFT ON YOUR RYLO PRODUCT, NOR WILL WE BE RESPONSIBLE FOR RECOVERING ANY INFORMATION OR CONTENT.**

Once we receive your Rylo product, we may address valid claims under this warranty by, at our sole discretion, replacing (with a new or refurbished product), repairing, or refunding the original purchase price for the product. Repaired or replaced products will be covered under the

remaining duration of the original warranty, without any extension thereof. Once service is complete, we will return the product to you. If your warranty claim is valid under the terms of this Warranty, we will pay for standard shipping of the product to your location.

Claims under this warranty can only be made within the original country in which the product was purchased. If you purchase Rylo, for shipment later on to a country in which Rylo is not directly sold within, warranty claims can only be made after the product(s) return to the country where the product(s) was originally purchased.

### **Disclaimer of Warranties**

THE WARRANTY SET FORTH HEREIN IS THE EXCLUSIVE WARRANTY FOR THE RYLO PRODUCT AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IS PROVIDED IN LIEU OF, AND WE EXPRESSLY DISCLAIM, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. EXCEPT FOR THE WARRANTY SET FORTH HEREIN, RYLO IS PROVIDED AS-IS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY DEATH, PROPERTY DAMAGE OR INJURY TO PERSONS RELATING TO OR RESULTING FROM THE USE OF RYLO.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSION AND LIMITATION 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.

You understand and agree that the disclaimers of warranties in this Warranty are a fundamental part of this Warranty and that we would not agree to provide this Warranty without such disclaimers.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER YOU, FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA, EQUIPMENT DOWNTIME OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES HOWSOEVER ARISING, RELATED TO RYLO, INCLUDING ANY COSTS OF RECOVERING, PROGRAMMING OR REPRODUCING ANY CONTENT, INFORMATION OR DATA STORED IN OR USED WITH RYLO OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF CONTENT, INFORMATION OR DATA STORED ON RYLO, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR MAXIMUM AGGREGATE LIABILITY TO YOU, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER YOU, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO US BY YOU FOR THE RYLO PRODUCT THAT GAVE RISE TO THE WARRANTY CLAIM.

Some jurisdictions do not allow the exclusion or limitation of indirect damages, so the above limitation or exclusion may not apply to you.

**General**

No reseller, agent or employee of ours is authorized to make any modification, extension or addition to this Warranty. If any term of this Warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.