

Warranty and Returns Motiv Ring

Your happiness is our happiness

After receiving your Motiv Ring you have 45 days from the date of delivery to request an exchange or refund. Accessory purchases have 30 days from the date of delivery to request a refund. Please follow these steps:

- Please contact customer support [here](#) and request a return authorization within 45 days from the date of receipt of your Motiv Ring.
- Proof of Purchase from mymotiv.com or an authorized reseller is required and the item(s) and accessories must be returned to receive a refund. Refunds will be made in the form of the original payment. If you purchased a Motiv Ring from a third party authorized reseller, please contact that seller for assistance with your refund.
- Products purchased in November and December can be returned through January 31 of the following year or 45 days from the date of receipt, whichever is longer.
- We recommend shipping with a tracking and receipt confirmation service. You may be responsible for shipping charges and you assume the risk of loss or damage to the returned item(s) while in transit back to Motiv.

MOTIV
ONE-YEAR LIMITED WARRANTY

Last Updated: January 3, 2017

Motiv Inc. (“Motiv”) warrants to the original purchaser that the Motiv Ring (the “Product”) will be free from defects in materials and workmanship under normal use for one (1) year from the date of original purchase (the “Warranty Period”). Motiv issues this Limited Warranty solely to a consumer (“Consumer” or “you”) who purchases a new Product directly from Motiv or from an authorized reseller.

Covered Products. This Limited Warranty applies only to Products manufactured by Motiv and does not apply to: (a) any Motiv products or services other than the Product; (b) non-Motiv hardware products; (c) software, even if packaged or sold with the Product or embedded in the Product; or (d) any Product that has been altered or modified by anyone who is not a representative of Motiv.

Exclusions and Limitations. This Limited Warranty is not applicable to damage or defects caused by: (a) normal wear and tear; (b) misuse, accident, abuse; (c) failure to follow the Product instructions; operating the Product outside the permitted or intended uses described by Motiv; or (e) service performed by anyone who is not an authorized representative of Motiv. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty. This Limited Warranty also does not apply to commercial use or resale. Motiv does not warrant that the operation of the Product will be uninterrupted or error-free.

Instructions to Obtain Limited Warranty. To obtain warranty service for any Product

that is subject to the foregoing Limited Warranty, you must (a) contact Motiv at support@mymotiv.com to request a Return Material Authorization (“RMA”) prior to the end of the Warranty Period; and (b) return the defective Product, along with the RMA number you received, to the address specified by Motiv in the RMA. As allowed by applicable law, Motiv may require you to comply with proof of purchase requirements before receiving warranty service. You must deliver the Product in either its original packaging or packaging providing an equal degree of protection. Consumer will be responsible for all shipping charges to Motiv and assumes all risk of loss or damage to product while in transit to Motiv. We recommend you use a traceable method of shipping. Motiv may not return the original device to the Consumer and it is possible that such data, software, or other materials will be lost during service, and Motiv will not be responsible for any such damage or loss. Return shipping and handling charges may apply except where prohibited by applicable law. Any Limited Warranty returned to Motiv without a valid Limited Warranty claim or without a RMA may be rejected, returned at sender’s cost, or kept for 30 days for pick-up and then disposed of at Motiv’s discretion.

Exclusive Remedy. AS YOUR SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT OR OTHER CLAIM UNDER THIS LIMITED WARRANTY, Motiv will, upon receipt of a valid claim received by Motiv within the Warranty Period, at Motiv’s option, (a) repair the Product at no charge, using new or refurbished replacement parts, (b) replace the Product with a new or refurbished Product; or (c) refund the customer the purchase price paid for the Product if Motiv determines that it is not reasonable to repair or replace the defective Product. Except where prohibited by applicable law, this Limited Warranty does not cover the cost of returning the Product to Motiv, and you will be responsible for such cost. Any replacement hardware product will be warranted for thirty (90) days, or for the remainder of the original Warranty Period, whichever is longer. When a Product or part of a Product is replaced, any replacement item becomes your property and the replaced item becomes Motiv’s property.

Disclaimer and Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MOTIV EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER STATUTORY OR IMPLIED, ARISING FROM COURSE OF CONDUCT OR OTHERWISE, REGARDING THE PRODUCT, EXCEPT THAT ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE LIMITED IN DURATION TO THE ONE-YEAR PERIOD OF THE EXPRESS WARRANTY ABOVE.

Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MOTIV AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, “MOTIV PARTIES”) SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY—WHETHER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, BREACH OR FAILURE OF ANY WARRANTY, OR OTHERWISE—FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU IN CONNECTION WITH THE PRODUCT, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT A MOTIV PARTY OR ITS REPRESENTATIVES HAVE BEEN

ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MOTIV PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE PRODUCT OR THIS LIMITED WARRANTY WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAID MOTIV FOR THE PRODUCT.

Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Governing Law; Specific Legal Rights. This Limited Warranty shall be governed by the laws of the State of California regardless whether choice-of-law rules point to the law of another jurisdiction. This Limited Warranty gives you specific legal rights, and you may also have other rights that vary by state to state.

Arbitration. 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 competent jurisdiction. If the foregoing arbitration clause does not apply for any reason, you agree to submit to the personal jurisdiction of the state and federal courts located within San Francisco County, California for the purpose of addressing all such claims or disputes, which courts shall have exclusive jurisdiction of such claims or disputes. Notwithstanding the foregoing, Motiv may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.

Miscellaneous. No Motiv reseller, agent, or employee is authorized to make any modification, extension, or addition to this Limited 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. Warranty only applies to the original purchaser or recipient of the Motiv Ring from an authorized Motiv reseller.