



Limited Product Warranty

Kinsa Inc. ("Kinsa") warrants to the original purchaser that your Kinsa Smart Thermometer (the "Product") shall be free from defects in materials and workmanship under normal use for a period of one (1) year from the date of purchase (the "Warranty Period").

Kinsa does not warrant that the operation of the Product will be uninterrupted or error-free. Kinsa is not responsible for damage arising from failure to follow instructions relating to the Product's use. Kinsa does not provide any warranty for the mobile app or device that runs the app, nor for any services provided by Kinsa to owners of the Product. Refer to the license agreement accompanying the mobile app software for details of your rights with respect to their use.

Remedies

If a hardware defect arises and a valid claim is received by Kinsa within the Warranty Period, Kinsa will, at its option and to the extent permitted by law, either (1) repair the Product at no charge, using new or refurbished replacement parts, or (2) replace the Product with a new or refurbished Product. Shipping and handling charges may apply except where prohibited by applicable law. This Limited Warranty is valid only in the jurisdictions where the Products are sold by Kinsa itself or through its authorized reseller or agent, and is valid to the extent permitted by the applicable laws of such jurisdictions. If we replace the product, the replaced product will continue to be warranted for the remaining time of the original warranty period. All returned parts for which you have received a refund or replacement will become the property of Kinsa, Inc.

How to Obtain Warranty Service

How to obtain warranty service. You must present the following information to make a warranty claim: (i) model of your product; (ii) your full address and contact information; and (iii) your purchase receipt or other proof of the date purchased. The purchase must have come from a seller authorized by Kinsa Inc. ("Kinsa"). Note that third-party sellers on Amazon (e.g., seller other than Amazon Inc. and Kinsa Inc.) are not authorized sellers and thus are not covered by the Kinsa Inc. ("Kinsa") warranty.

Exclusions and Limitations

This Limited Warranty applies only to the Product manufactured by or for Kinsa. The Limited Warranty does not apply to any (a) Kinsa products and services other than the Product, (b) non-Kinsa hardware product, (c) Kinsa Product or products and services



purchased from unauthorized sellers, or (d) software, even if packaged or sold with the Product or embedded in the Product.

This warranty does not apply to a Product or part of the Product that has been altered or modified (e.g., to alter functionality or capability) by anyone who is not a representative of Kinsa. In addition, this Limited Warranty does not apply: (a) to damage caused by use with non-Kinsa 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 Kinsa; or (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Kinsa.

No employee or representative of Kinsa or any third party is authorized to modify, extend, or add to this Limited Warranty. If any term of this Limited Warranty is held to be illegal or unenforceable, the remaining terms of this Limited Warranty will remain in full force and effect.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Implied Warranties

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. Some jurisdictions do not allow limitations on the duration of an implied warranty, so the above limitation may not apply to you.

Limitation of Damages

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, KINSA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE OR DATA, RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, EVEN IF KINSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Governing Law



This Limited Warranty shall be governed by the laws of the State of New York, USA, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

National Statutory Rights

Consumers in some jurisdictions may have legal rights under applicable national legislation governing the sale of consumer goods, including, without limitation, national laws implementing EC Directive 99/44. These rights are not affected by the warranties in this Limited Warranty.