

AirTV Player One (1) Year Limited Warranty

What Does This Warranty Cover?

AirTV L.L.C. (“**AirTV**”, “**we**” or “**us**”) warrants your AirTV device(s) (which is limited to the AirTV Player, AirTV Adapter, and/or AirTV, all of your devices together, the “AirTV Device”) against defects in materials and workmanship under ordinary customer use in accordance with the documentation and user manuals provided with your AirTV Device.

How Long Does Coverage Last?

This limited warranty lasts for one (1) year following the date that you first activate your AirTV Device (the “**Warranty Period**”), unless you sell or otherwise transfer your AirTV Device, in which case the coverage under this limited warranty will immediately terminate.

What Is Not Covered?

This limited warranty does not cover any software, or data stored, on your AirTV Device or any hardware components of your AirTV Player that have been subject to accident, misuse, neglect, fire, alterations, repair, commercial use or other causes that are not defects in materials and workmanship.

What Will AirTV Do?

In the event that a defect in your AirTV Device hardware arises during the Warranty Period and you follow the instructions for returning the defective AirTV Device, then we will, at our option and to the extent permitted by law, either: (i) replace your defective AirTV Device with a new or refurbished AirTV Device that is functionally equivalent to the device being replaced; or (ii) refund to you all or part of the original purchase price of your AirTV Device. This limited warranty will continue to apply to any replacement AirTV Device that we provide, but only for the remainder of the original Warranty Period applicable to you. All defective parts and hardware for which a refund is given shall become AirTV’s property.

How Do I Get Warranty Service?

For specific instructions about how to obtain warranty service for your AirTV Device during the Warranty Period, please contact us at **1-866-974-1354**. Proof of purchase may be required to verify eligibility. In general, you will need to deliver your defective AirTV Device in either its original packaging or in equally protective packaging to the address specified by our customer service department. We will pay for shipping of any replacement AirTV Device to your location if all instructions regarding warranty services are followed, but you will be responsible for paying for shipping of your defective AirTV Device to us. Before you deliver your defective AirTV Device for replacement, it is your responsibility to remove any removable storage media and back up any data, software or other information or materials you may have stored or preserved on your AirTV Device. We are not responsible for any damage to or loss of any storage media, data, software or other information or materials that you may have stored or preserved on your AirTV Device.

What Are the Other Limitations and Terms?

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, AND AIRTV SPECIFICALLY DISCLAIMS ALL STATUTORY AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST HIDDEN OR LATENT DEFECTS. IN THE EVENT THAT AIRTV CANNOT LAWFULLY DISCLAIM STATUTORY OR

IMPLIED WARRANTIES OR REMEDIES, THEN TO THE EXTENT PERMITTED BY LAW, ANY AND ALL SUCH WARRANTIES AND REMEDIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY AND TO REPLACEMENT OF YOUR AIRTV DEVICE. Some states do not allow limitations on how long a statutory or implied warranty lasts, so the above limitation may not apply to you.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, AIRTV IS NOT RESPONSIBLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES ARISING OUT OF, RELATING TO OR INCURRED IN CONNECTION WITH USE OF THE AIRTV DEVICE, WHETHER FOR BREACH OF WARRANTY OR BROUGHT UNDER ANY OTHER LEGAL THEORY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

In the event that any term of this limited warranty is held to be illegal or unenforceable, then such term shall be severed from this limited warranty and the legality and/or enforceability of the remaining terms shall not be affected.

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