

## **Xumo One-Year Limited Warranty**

For Xumo Stream Boxes Sold or Distributed at Retail only.

Does not apply to Xumo Stream Box for Business.

**The Xumo One-Year Limited Warranty is a voluntary manufacturer's warranty. It provides rights separate to rights provided by consumer law, including but not limited to those relating to nonconforming goods. As such, the Xumo One-Year Limited Warranty benefits are in addition to, and not instead of, rights provided by consumer law and it does not exclude, limit or suspend a buyer's rights arising from consumer law. Consumers have the right to choose whether to claim service under the Xumo One-Year Limited Warranty or under their consumer law rights. Important: The Xumo One-Year Limited Warranty terms and conditions shall not apply to consumer law claims.**

When you purchase a new or Certified Refurbished Xumo Stream Box (the "Device"), we warrant the Device and its Xumo remote control (together, the "Devices") against defects in materials and workmanship under ordinary consumer use for one year from the date of original retail purchase or other original receipt of the Devices. During this warranty period, if a defect arises in the Devices, and you follow the instructions for verifying and returning the Devices, we will at our option, to the extent permitted by law, repair the Devices or replace the Devices with new or refurbished Devices that are equivalent to the Devices to be replaced, all at our discretion and sole judgment. This limited warranty applies, to the extent permitted by law, to any replacement device for the remainder of the original warranty period. This limited warranty applies only to hardware components of the Devices that are not subject to accident, misuse, neglect, fire, alteration, or damage from any third-party repair, third-party parts, commercial use, or other external causes.

**Instructions.** For specific instructions about how to obtain warranty service for your Devices, please contact a Xumo Customer Care Agent at [xumo.com/support](http://xumo.com/support). In general, you will need to verify your Devices by providing the Customer Care Agent with the serial number, and deliver your Devices in either their original packaging or in equally protective packaging to the address specified by the Agent. Before you deliver your Devices for warranty service, it is your responsibility to remove any removable storage media and back up any data, software, or other materials you may have stored or preserved on your Devices. It is possible that such storage media, data, software, or other materials will be destroyed, lost or reformatted during service, and we will not be responsible for any such damage or loss.

**Limitations.** TO THE EXTENT PERMITTED BY LAW, THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, AND WE SPECIFICALLY DISCLAIM ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST HIDDEN OR LATENT DEFECTS. IF WE CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG A STATUTORY OR IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NEITHER XUMO NOR ANY OF ITS AFFILIATES ARE RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY. IN SOME JURISDICTIONS THE FOREGOING LIMITATION DOES NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS,

OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSSLY NEGLIGENT ACTS AND/OR OMISSIONS, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

**Additional Information; Other Language Versions:**

You can find additional support and Device information at [xumo.com/support](https://xumo.com/support).