

# iBaby Warranty

## Return Policy

For product or products purchased (the "Product") directly from iBaby's website ([www.iBabylabs.com](http://www.iBabylabs.com)), this return policy allows you to return the Product after obtaining an iBaby return material authorization ("RMA") during the 30 day period following date of shipment by iBaby. If the item is returned in its original condition, unused, and in the original packaging in accordance with this policy, we will exchange it or offer a refund of the purchase price paid, which refund will be made by crediting the account used to make the original purchase. The RMA may be obtained by contacting our Customer Service department. The Product must be received by iBaby within 10 days after issuance of the RMA.

All Products must be packed in the original, unopened and unmarked packaging including any accessories, manuals, documentation, and registration that shipped with the Product. The RMA number must be included with the returned Product.

Shipping and handling charges, gift wrap fees, and taxes paid (e.g., state, customs, VAT) are not refundable. You are responsible for and must prepay all shipping charges and you shall assume all risk of loss or damage to the Product while in transit to iBaby . If you return the Product to iBaby (a) without a RMA, (b) beyond the 10 days RMA issuance period, or (c) without proper packaging, iBaby retains the right to either refuse delivery of such return or charge you a restocking fee. The time to credit your account may vary, depending on processing time.

## 365 Day Limited Warranty

iBaby Lab, Inc. ("iBaby ") warrants the iBaby hardware (the "Product"), and only the Product, against defects in materials and workmanship under normal use for a period of one year (365) days from the date of purchase by the original purchaser ("Warranty Period"). Under this Limited Warranty, if a defect arises and a valid claim is received by iBaby within the Warranty Period regarding the Product, at its option and to the extent permitted by law, iBaby will either (1) repair the Product, using new or refurbished replacement parts or (2) exchange the Product with a new or refurbished Product. In the event of a defect, to the extent permitted by law, these are the sole and exclusive remedies.

The warranty for the replacement Product or part assumes the original Product or one-year (365) days from the date of replacement or repair, whichever is longer.

When a Product is exchanged, any replacement item becomes your property and the replaced item becomes iBaby's property.

Product must be freight prepaid, in its original packaging to the specified address with furnish proof of purchase to receive warranty service. It is your responsibility to backup any information, data, or other items you may have stored on the Product. iBaby will not be responsible for any such damage or loss.

Exclusions and Limitations. This Limited Warranty applies only to the Product manufactured by or for iBaby that can be identified by the "iBaby" trademark, trade name, or logo affixed to it. The Limited Warranty does not apply to any (a) iBaby products and services other than the Product, (b) non-iBaby hardware product, (c) consumables (such as batteries), or (d) software, even if packaged or sold with the Product or embedded in the Product. Refer to the licenses accompanying the software for details of your rights with respect to its use.

iBaby does not warrant that the operation of the Product will be uninterrupted or error-free. iBaby is not responsible for damage arising from failure to follow instructions relating to the Product's use.

iBaby is not responsible for Product that has ben altered or modified. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty.

This Limited Warranty does not cover the cost of returning the Product to iBaby; this is your responsibility.

No iBaby 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.

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.

Limitation of Damages. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, iBaby SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY.

Consumer Protection. Some states do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by state to state.

Governing Law and Arbitration. This Limited Warranty shall be governed by the laws of the State of California without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. 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 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 courts located within San Diego County, California and the federal courts in the Southern District of California for the purpose of litigating all such claims or disputes, which courts shall have exclusive jurisdiction of such claims or disputes. Notwithstanding the foregoing, IBaby may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.