

365 Day Limited Warranty

Fitbit, Inc. ("Fitbit") warrants the Fitbit electronic device (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 retail purchase by the original purchaser ("Warranty Period"). Under this Limited Warranty, if a hardware defect arises and a valid claim is received by Fitbit within the Warranty Period, at its option and to the extent permitted by law, Fitbit will either (1) repair the Product at no charge, 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 your sole and exclusive remedies. This Limited Warranty is valid only in the United States for Products sold in the United States.

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

When a Product or part of the Product is exchanged, any replacement item becomes your property and the replaced item becomes Fitbit's property. Parts provided by Fitbit in fulfillment of its warranty obligation must be used in Products for which warranty service is claimed.

Instructions to Obtain Warranty Service: To obtain warranty service, you must deliver the Product, freight prepaid, in either its original packaging or packaging providing an equal degree of protection, to the address specified by Fitbit. In accordance with applicable law, Fitbit may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. It is your responsibility to backup any data, software, or other materials you may have stored or preserved on the Product. It is likely that such data, software, or other materials will be lost or reformatted during service, and Fitbit will not be responsible for any such damage or loss. For specific instructions on how to obtain warranty service on your Product, visit the Fitbit website (www.fitbit.com/help)

Exclusions and Limitations. This Limited Warranty applies only to the Product manufactured by or for Fitbit that can be identified by the "Fitbit" trademark, trade name, or logo affixed to it. The Limited Warranty does not apply to any (a) Fitbit products and services other than the Product, (b) non-Fitbit 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.

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

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 Fitbit or if the Product is inserted or installed in a casing not provided by Fitbit. In addition, this Limited Warranty does not apply: (a) to damage caused by use with non-Fitbit 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 Fitbit or with improper voltage or power supply; or (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Fitbit. 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 Fitbit; this is your responsibility.

No Fitbit 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, Fitbit 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, Fitbit may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.