

1. LIMITED WARRANTY

Wyze warrants to the original owner of the Product that the Product will be free from defects in materials and workmanship for a period of one (1) year from the date you purchased your Product from Wyze or an authorized retailer (the “**Warranty Period**”) Wyze will, at its sole option, either (a) repair or replace any defective Product or component or (b) accept the return of the Product and refund the money actually paid by the original purchaser for the Product to the payment method used by the purchaser. This warranty is not transferable and applies only to the original purchaser. Repairs or replacements may be made with new or refurbished products or components, at Wyze’s sole discretion. If the Product or a component incorporated in that Product is no longer available, Wyze may, at Wyze’s sole discretion, replace the Product with the available model nearest to the original model’s form, functionality, and performance.

Any repaired or replacement Product received by you will be covered by the Limited Warranty for the longer of (a) three months from the date of replacement or repair or (b) the remaining Warranty Period on the replaced or repaired Product.

2.. WHAT THE LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not cover the following:

- Products submitted after the expiration of the Warranty Period
- Products submitted without valid proof of purchase
- Products returned from outside countries where Wyze ships Products
- Products purchased from unauthorized retailers
- Products provided by Wyze or its designee for promotional purposes without charge
- Products on which repairs have been attempted
- Products damaged due to misuse, abuse, negligence, or other use not in accordance with the Product’s Quick Start Guide or other instructions provided by Wyze
- Products that have been modified

3. HOW TO INITIATE A WARRANTY CLAIM

To make a warranty claim, please fill out a support ticket with "Tech Support" as the support topic. In your support ticket, be sure to describe the Product that is the subject of the warranty claim, describe in detail the issue that you are experiencing with the Product, and provide valid proof of purchase.

Valid proof of purchase may be either

- an order number or sales invoice, if your Product was purchased from Wyze, or
- a dated sales receipt that includes a description of the Product and the price paid, if your Product was purchased from an authorized retailer.

Wyze may require you to return the Product in order to process your warranty claim. If you are required to return the Product, Wyze will provide you with a prepaid shipping label and return instructions, and you will comply with Wyze's return shipping instructions. If, as reasonably determined by Wyze, a Product that is not eligible for a warranty claim is shipped to Wyze, Wyze will not be responsible for returning the Product. Wyze has no warranty obligations with respect to Products.

4. DISCLAIMER OF IMPLIED WARRANTIES AND RELEASE

This limited warranty is the exclusive warranty given by Wyze. It supersedes any prior, contrary or additional representations, whether oral or written. No person, including agents and employees of Wyze, is authorized to give any further representation or warranty or assume any further obligation on behalf of Wyze, whether orally or in writing. WYZE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN [THIS PRODUCT], INCLUDING, BUT NOT LIMITED TO (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF THE WYZE OR THE MANUFACTURER. To the extent that the law requires any implied warranty, such implied warranty is limited to the duration of the one (1) year express warranty given above. This disclaimer and release shall apply even if the express warranty set forth above fails of its essential purpose.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

5. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

WYZE SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY) TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THIS PRODUCT OR ARISING OUT OF ANY NONCONFORMITY OR DEFECT IN THE PRODUCT, OR DEFECT IN ANY SERVICE PROVIDED UNDER THE LIMITED WARRANTY. This exclusion applies even if Wyze has been advised of the possibility of such damages. This exclusion applies even if the above warranty fails of its essential purposes and regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any legal theory.

Some states do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.