

Limited Hardware Warranty

Limited Lifetime Support & Warranty Program

as of 10th March 2020

Residential Applications

Lockly® Limited 5-Year Mechanical & Finish Warranty and 2-Year Electronics Warranty & Lifetime Technical Support

Subject to the terms and conditions of this warranty, Lockly extends a limited lifetime mechanical and finish warranty of up to five years and a limited two-year electronics warranty to the original consumer user (“you”) of our Lockly Secure brand product (“Products”) against defects in material and workmanship under normal use, as long as you occupy the residential premises upon which the Product was originally installed. The two-year electronics warranty applies from the date of purchase (or delivery as may be required in certain jurisdictions). Lockly offers lifetime customer service and technical support.

What Lockly will do: If the Product is found to be defective, Lockly’s sole obligation, at its option, is to either repair or replace the Product, or refund the original purchase price in exchange for the Product.

How to Start: The first thing to do if you think you may have a warranty claim is to visit <http://www.support.lockly.com/> where you will find a wide range of Support and FAQ pages with valuable technical assistance.

If you do not find a solution on our website, please visit our Support Warranty FAQ section to find out how to contact our Support department.

Return and Replacement: Lockly may require that you return the Product to Lockly offices. Lockly may request a copy of your sales receipt or dated itemized receipt. Lockly may, at its option, use new or refurbished or used parts in good working condition to repair or replace any Product. Any replacement Product will be warranted for the

remainder of the original warranty period or thirty (30) days, whichever is longer or for any additional period of time that may be applicable in your jurisdiction.

Original Residential User: This warranty only applies to the original purchaser of the Product who purchased the Product from Lockly or one of its authorized resellers or distributors for residential use. This warranty is nontransferable, except where prohibited by applicable law. Residential use includes use of a residence as a vacation rental or for shared short-term accommodation (for example, through services such as Airbnb or VRBO). This warranty does not otherwise apply to commercial users of the Product.

What Is Not Covered: This warranty does not cover problems or damage resulting from (1) accident, misuse, abuse, misapplication, or any unauthorized repair, modification or disassembly; (2) improper operation or maintenance; (3) usage not in accordance with Product instructions or usage for purposes other than for which the Product was designed or intended; (4) lost parts that were originally supplied with the Product; (5) normal wear and tear and aging; (6) failures, defects, or damage (including, but not limited to, any security failure or loss of data) caused by any third party product, service, or system connected or used in conjunction with the Product; or (7) other causes that are not defects in material and workmanship except where such restriction is prohibited by applicable law. This warranty additionally does not cover does not cover consumable parts (such as batteries) or products marked as "sample" or sold "AS IS".

This warranty does not cover or provide remedies regarding software distributed by Lockly with or without the Lockly brand name (including, but not limited to, the software that may control the Product, or provide or deny access to a residence using the Product). Refer to the licensing agreement accompanying the software for details of your rights with respect to its use.

The following costs, expenses and damages are also not covered by this limited hardware warranty: (i) labor costs including, but not limited to, such costs as the removal and reinstallation of Product; (ii) shipping and freight expenses required to return Product to Lockly unless the Product is found to be defective; and (iii) any loss of or damage to tangible or

intangible property as a result of failure of or a defect in the Product or its software.

The warranty only applies to the original purchaser of the product and they must have made the purchase and use the product within USA and Canada.

Lockly will not honor exchanges or refunds for products purchased from non-authorized dealers which includes: Pawn shops, personal or peer-to-peer sales, liquidation stores, eBay sales that are not from a major retail chain such as Best Buy, Home Depot or Lowes.

Limitation of Liability

LOCKLY WILL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF OR DAMAGE TO PROPERTY, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE), PATENT INFRINGEMENT, OR OTHERWISE, EVEN IF LOCKLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LOCKLY'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE PAID FOR THE PRODUCT THAT CAUSED SUCH DAMAGE. Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitations or exclusions may not apply to you.

Disclaimer of Warranties

EXCEPT WHERE PROHIBITED BY LAW, THE WARRANTY AND REMEDIES DESCRIBED ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL, WRITTEN, EXPRESS, STATUTORY OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH LOCKLY DISCLAIMS. ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PRODUCT IS LIMITED

IN DURATION TO THE DURATION OF THE WARRANTY PERIOD ABOVE. Any recovery is limited to repair, replacement, or refund as described above. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you.

National Statutory Rights

Consumers have legal rights under applicable national legislation governing the sale of consumer goods. These rights are not affected by the warranties in this limited warranty.

For Australia/New Zealand Consumers Only: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. This warranty in Australia and New Zealand is provided by PIN Genie Ltd.

Contact Information for Australia / New Zealand Consumers Only:
Address: PIN Genie Ltd. 21/F Fun Tower 35 Hung To Road, Kowloon, Kwun Tong, Hong Kong. Telephone: (852) 3525-9015 | Email: support@pin-genie.com.

No Other Warranties

No Lockly dealer, agent, or employee is authorized to make any modification, extension, or addition to this warranty.

Lockly Address

Lockly Inc.
555 California St. Suite 4925
San Francisco CA 94104