



WIMM One Limited Warranty and Regulatory Information

CONSUMER RIGHTS AND RESTRICTIONS

THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN YOUR COUNTRY OF PURCHASE OR COUNTRY OF RESIDENCE. THIS WARRANTY DOES NOT EXCLUDE, LIMIT OR SUSPEND ANY RIGHTS OF CONSUMERS ARISING OUT OF NONCONFORMITY WITH A SALES CONTRACT. HOWEVER, WIMM LABS DISCLAIMS STATUTORY AND IMPLIED WARRANTIES TO THE EXTENT PERMITTED BY LAW, AND IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, ALL SUCH WARRANTIES SHALL TO THE EXTENT PERMITTED BY LAW BE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY DESCRIBED BELOW AND TO THE REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY WIMM LABS AT ITS SOLE DISCRETION. FURTHER, TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. SOME STATES, PROVINCES, AND COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATIONS DESCRIBED ABOVE MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY STATE, PROVINCE OR COUNTRY. THIS LIMITED WARRANTY IS GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COUNTRY IN WHICH THE PRODUCT PURCHASE TOOK PLACE.

WARRANTY: WIMM Labs' warranty obligations for this product are limited to the terms set forth herein. WIMM Labs warrants this WIMM-branded product against defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of purchase by the original end-user purchaser ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, WIMM Labs will either (1) repair the hardware defect at no charge, using new parts or refurbished parts that are equivalent to new in performance and reliability, (2) exchange the defective product with a product that is new or refurbished, which is equivalent to new in performance and reliability and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. WIMM Labs may request that you replace defective parts with user-installable new or refurbished parts that WIMM Labs provides in fulfillment of its warranty obligation. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by WIMM Labs, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. Parts provided by WIMM Labs in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to WIMM Labs and becomes WIMM Labs' property.

EXCLUSIONS AND LIMITATIONS This Limited Warranty applies only to the product manufactured by or for WIMM Labs that can be identified by the "WIMM"

trademark, trade name, or logo affixed to it and that has been sold directly to you by WIMM Labs. Manufacturers, suppliers, or publishers, other than WIMM Labs, may provide their own warranties to the end user purchaser, but WIMM Labs, in so far as permitted by law, provides its products “as is”.

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

This warranty does not apply to (1) consumable parts, such as batteries, or protective coatings designed to diminish over time unless failure has occurred due to a defect in materials or workmanship; (2) cosmetic damage, including but not limited to scratches, dents, and broken plastic on ports; (3) damage caused by use with non-WIMM products; (4) damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external causes; (5) damage caused by operating the product outside the permitted or intended uses described by WIMM Labs; (6) damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of WIMM Labs or a WIMM AUTHORIZED SERVICE PROVIDER; (7) a product or part that has been modified to alter functionality or capability without the written permission of WIMM Labs; (8) defects caused by normal wear and tear or otherwise due to the normal aging of the product or (9) any product for which the serial number has been removed or defaced.

Important: Do not open the hardware product. Opening the hardware product may cause damage that is not covered by this warranty. Only WIMM Labs or a WIMM AUTHORIZED SERVICE PROVIDER should perform service on this hardware product.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, WIMM LABS IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE WIMM PRODUCT AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. WIMM LABS DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA. SOME STATES, PROVINCES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION OF DAMAGES MAY NOT APPLY TO YOU.

OBTAINING WARRANTY SERVICE: Please access and review the online help resources before seeking warranty service. If the product is still not functioning properly after making use of these resources, please contact WIMM representatives or a WIMM AUTHORIZED SERVICE PROVIDER using the information provided below. You must assist in diagnosing issues with your product and follow WIMM Labs' warranty processes.

WIMM Labs may restrict service to the country where WIMM Labs or its Authorized Distributors originally sold the hardware product. WIMM Labs will provide warranty service (1) at a WIMM AUTHORIZED SERVICE PROVIDER location, where service is performed at the location, (2) or the WIMM AUTHORIZED SERVICE PROVIDER may send the product to a WIMM repair service location for service or (3) by sending you user-installable new or refurbished replacement product or parts to enable you to service or exchange your own product ("DIY Service"). When providing DIY Service requiring the return of the original product or part, WIMM Labs may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you follow instructions, WIMM Labs will cancel the credit card authorization, so you will not be charged for the product or part and shipping costs. If you fail to return the replaced product or part as instructed, or the replaced product or part is not eligible for warranty service, WIMM Labs will charge the credit card for the authorized amount. Service options, parts availability and response times may vary according to the country in which service is requested. Service options are subject to change at any time. You may be responsible for shipping and handling charges if the product cannot be serviced in the country in which service is requested. If you seek service in a country that is not the country of original purchase, you must comply with all applicable import and export laws and regulations, and be responsible for all custom duties, V.A.T. and other associated taxes and charges. Where international service is available, WIMM Labs may repair or exchange defective products and parts with comparable products and parts that comply with local standards. In accordance with applicable law, WIMM Labs may require that you furnish proof of purchase details before receiving warranty service. Information with more details on obtaining warranty service is provided at www.wimm.com/support

OTHER AGREEMENTS: By using this product, you agree to the End User License Agreement, the Terms of Service, and the Privacy Policy, all available at www.wimm.com/legal

DATA BACKUP: Your product is capable of storing software programs, data and other information. You should protect its contents against possible operational failures. Before you deliver your product for warranty service it is your responsibility to keep a separate backup copy of the contents, remove all personal information and data that you want to protect and disable any security passwords. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty.

CONTACT: report@wimm.com

FCC COMPLIANCE STATEMENT

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device

must accept any interference received, including interference that may cause undesired operation.

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/ TV technician for help.

Important: Unauthorized changes or modifications to this product could void the user's authority to operate the equipment.

FCC RADIATION EXPOSURE STATEMENT

The WIMM device was tested for radiation inside of the strap that accompanies the WIMM One Developer Preview kit, which is constructed of a silicone strap and a 50% glass-filled nylon frame. When using the WIMM device within this strap, please pay attention to the orientation of the device as described in the WIMM Quick Start Guide that is inserted in the kit.

In this configuration, this equipment complies with FCC radiation exposure limits set forth for an uncontrolled environment. End users must follow the specific operating instructions for satisfying RF exposure compliance. This transmitter must not be co-located or operated in conjunction with another antenna or transmitter. This device has not been tested for SAR with other straps or accessories. Any other straps which have not been SAR tested cannot be a substitution.

The device can also be operated while it is in the charging paddle, with or without a strap. Please see the WIMM Quick Start Guide for details.