

Warranty Information

Limited Hardware Warranty



FOR CONSUMERS WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY THIS LIMITED WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS.

WHO IS COVERED?

This Limited Warranty extends only to the first consumer purchaser of the TIO hardware product ("Product") and is not transferable.

WHAT DOES THIS LIMITED WARRANTY COVER?

The warranty obligations of TIO Home, Inc. ("TIO"), owner of the TIO® brand, are limited to the terms and conditions set forth in this Limited Warranty. Except for the items not covered, as listed below, TIO warrants this Product against defects in materials and workmanship, under normal consumer use, for a period of ONE (1) YEAR from the date of purchase by the original consumer purchaser ("Warranty Period").

Repairs made under this Limited Warranty are covered for the balance of the original Warranty Period, or ninety (90) days from the date of service, whichever is longer.

This Limited Warranty applies only to new Products which are: a) manufactured by or for TIO as identified by the "TIO" trademark, trade name, or logo legally affixed to them; and b) purchased by consumers from an authorized dealer, reseller or distributor of the Products.

WHAT WILL TIO DO?

If a covered defect or damage arises and a valid warranty claim is received within the applicable Warranty Period, TIO, at its sole option, unless otherwise required by applicable law, will either: (i) repair, at no charge, the defect or damage using new, used or reconditioned/refurbished functionally equivalent replacement parts; or (ii) exchange the Product with a replacement Product that is new or which has been reconditioned/refurbished or otherwise remanufactured from new or used parts and is functionally equivalent to the original Product; or (iii) refund the purchase price of any Products covered by the terms and conditions of this Limited Warranty. TIO will not provide, and will not be liable for, labor, costs of removal or reinstallation of Product, disposal, freight, taxes, or other incidental charges.

Products, parts and supporting documentation provided to TIO as part of the warranty process, shall become the property of TIO, and may not be returned. When a replacement or refund is given, the Product for which the replacement or refund is provided must be returned to TIO and shall become the property of TIO.

THIS LIMITED WARRANTY DOES NOT APPLY TO:

- (a) **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.
- (b) **Cosmetic damage**, including but not limited to scratches, dents, cracks or other cosmetic damage.
- (c) **Damage caused by use with non-TIO products**. Defects or damage that result from the use of non-TIO products, accessories or other peripheral equipment are excluded from coverage.
- (d) **Damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external causes**. Such damage including but not limited to: (i) improper usage or operation, improper storage, abuse or neglect (e.g. broken/bent/missing clips/fasteners/connectors); impact damage (e.g. dropping the Product); (ii) contact with liquids, water, rain, extreme humidity, or other moisture; sand, food, dirt or similar substances; or (iii) external causes or acts which are not the fault of TIO, including but not limited to flood, fire, lightning, earthquake, tornado or other acts of God, is excluded from coverage.
- (e) **Unauthorized Service or Modification**. Defects or damage resulting from service, testing, adjustment, maintenance, alteration, or modification in any way, including but not limited to tampering with or altering the embedded software, by someone other than TIO, or its authorized service centers, are excluded from coverage.
- (f) **A product or part that has been modified in any manner without the written permission of TIO**. Products that have been altered in any manner so as to prevent TIO from determining whether such Products are covered under the terms of this Limited Warranty are excluded from coverage. The foregoing shall include but not be limited to (i) serial numbers, date tags or other manufacturer coding that has been removed, altered or obliterated; (ii) mismatched or duplicated serial numbers; or (iii) broken seals or other evidence of tampering.

DO NOT OPEN THE PRODUCT OR ATTEMPT TO REPAIR THE PRODUCT YOURSELF; SUCH CONDUCT MAY CAUSE DAMAGE THAT IS NOT COVERED BY THIS LIMITED WARRANTY.

- (g) **Normal wear and tear or damage otherwise due to the normal aging of the Product**.
- (h) **Defects, damages, or the failure of the Product due to any communication service or network you subscribe to or use with the Products**.
- (i) **All software, including operating system software, third-party software, applications, and all other software of any kind**. Software distributed by TIO is provided "AS-IS" and "AS AVAILABLE," "WITH ALL FAULTS" and without a warranty of any kind. This Limited Warranty does not apply to any non-TIO product or any software, even if packaged or sold with the TIO hardware, unless otherwise required by applicable local law.
- (j) **Incidental or consequential damage resulting from installation or use with a covered Product**. Some states/jurisdictions do not allow the exclusion of incidental or consequential damages so this exclusion may not apply to you.
- (k) **Products that have been refurbished, reconditioned, or remanufactured**, except for Products repaired or replaced pursuant to the terms of this Limited Warranty.

If damage is outside the scope of warranty coverage, repair services may be available, but all costs associated with such out of warranty repair will be your responsibility.

HOW DOES STATE LAW AFFECT YOUR RIGHTS UNDER THIS WARRANTY?

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

WHAT OTHER LIMITATIONS ARE THERE?

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. NO ORAL OR WRITTEN REPRESENTATIONS MADE BY TIO OR ANY SELLER, RESELLER OR DISTRIBUTOR OF THE PRODUCTS, INCLUDING EMPLOYEES AND AGENTS THEREOF, SHALL CREATE ANY ADDITIONAL WARRANTY OBLIGATIONS, INCREASE THE SCOPE, OR OTHERWISE MODIFY IN ANY MANNER THE TERMS OF THIS LIMITED WARRANTY.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, TIO SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ALL WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. WHERE SUCH STATUTORY OR IMPLIED WARRANTIES CANNOT LAWFULLY BE DISCLAIMED, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS LIMITED WARRANTY CONTAINED HEREIN AND THE REMEDIES OF REPAIR, REPLACEMENT, OR REFUND AS DETERMINED BY TIO IN ITS SOLE DISCRETION SHALL BE THE EXCLUSIVE REMEDY OF THE CONSUMER.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, TIO DOES NOT WARRANT THAT THE OPERATION OF ANY PRODUCTS OR SOFTWARE COVERED UNDER THIS LIMITED WARRANTY WILL MEET YOUR REQUIREMENTS, WORK IN COMBINATION WITH ANY HARDWARE OR SOFTWARE APPLICATIONS OR THIRD PARTY SERVICES, BE UNINTERRUPTED, ERROR-FREE, OR WITHOUT RISK TO, OR LOSS OF, ANY INFORMATION, DATA, SOFTWARE OR APPLICATIONS CONTAINED THEREIN, OR THAT DEFECTS IN THE PRODUCTS OR SOFTWARE WILL BE CORRECTED.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TIO BE LIABLE, WHETHER IN CONTRACT, TORT OR UNDER OTHER LEGAL THEORY (INCLUDING NEGLIGENCE), FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCTS, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR LOSS OF REVENUE OR PROFITS; LOSS OF BUSINESS; BUSINESS INTERRUPTION; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, OR CORRUPTION OF INFORMATION, DATA, SOFTWARE OR APPLICATIONS (INCLUDING ANY COSTS ASSOCIATED WITH RECOVERING, PROGRAMMING, OR REPRODUCING ANY INFORMATION, DATA, SOFTWARE OR APPLICATIONS STORED ON OR USED WITH TIO PRODUCTS, OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF ANY INFORMATION OR DATA STORED ON THE PRODUCTS); OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE ABILITY OR INABILITY TO USE THE PRODUCTS.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR THE EXCLUSION OR LIMITATION ON THE LENGTH OF AN IMPLIED WARRANTY, OR THE LIMITATION OR EXCLUSION OF DAMAGES FOR PERSONAL INJURIES CAUSED BY NEGLIGENCE, 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 OR JURISDICTION.

DATA BACKUP: ALL INFORMATION, DATA, SOFTWARE OR OTHER APPLICATIONS WILL BE ERASED DURING THE REPAIR PROCESS, AND CAN NOT BE REINSTALLED BY TIO. PLEASE REMOVE ANY CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION AND DISABLE ANY SECURITY PASSWORDS. YOU WILL BE RESPONSIBLE FOR REINSTALLING ALL SUCH INFORMATION, DATA, SOFTWARE, OTHER APPLICATIONS AND PASSWORDS. TIO AND/OR ITS AUTHORIZED SERVICE CENTERS ARE NOT RESPONSIBLE FOR THE LOSS OR MISUSE OF ANY DATA, FILES, CONTENT, APPLICATIONS AND PROGRAMS WHEN THE PRODUCT IS DELIVERED FOR WARRANTY SERVICE. YOUR PRODUCT OR A REPLACEMENT PRODUCT WILL BE RETURNED TO YOU AS YOUR PRODUCT WAS CONFIGURED WHEN ORIGINALLY PURCHASED, SUBJECT TO APPLICABLE SOFTWARE UPDATES. TIO MAY INSTALL OPERATING SYSTEM SOFTWARE UPDATES AS PART OF WARRANTY SERVICE THAT MAY PREVENT THE PRODUCT FROM REVERTING TO AN EARLIER VERSION OF THE OPERATING SYSTEM SOFTWARE. THIRD PARTY APPLICATIONS INSTALLED ON THE PRODUCT MAY NOT BE COMPATIBLE OR WORK WITH THE PRODUCT AS A RESULT OF THE OPERATING SYSTEM SOFTWARE UPDATE. TIO AND ITS AUTHORIZED SERVICE CENTERS ARE NOT RESPONSIBLE FOR THE LOSS OF, OR INABILITY TO USE, SUCH INFORMATION, DATA, SOFTWARE OR OTHER APPLICATIONS.

WARNING AGAINST UNLOCKING THE BOOTLOADER OR ALTERING A PRODUCT'S OPERATING SYSTEM SOFTWARE: TIO STRONGLY RECOMMENDS AGAINST ALTERING A PRODUCT'S OPERATING SYSTEM, WHICH INCLUDES UNLOCKING THE BOOTLOADER, ROOTING A DEVICE OR RUNNING ANY OPERATING SOFTWARE OTHER THAN THE APPROVED VERSIONS ISSUED BY TIO AND ITS PARTNERS. SUCH ALTERATIONS MAY PERMANENTLY DAMAGE YOUR PRODUCT, CAUSE YOUR PRODUCT TO BE UNSAFE AND/OR CAUSE YOUR PRODUCT TO MALFUNCTION. IN SUCH CASES, NEITHER THE PRODUCT NOR ANY DAMAGE RESULTING THEREFROM WILL BE COVERED BY THIS LIMITED WARRANTY.

HOW DO YOU GET SERVICE?

Promptly notify your installation provider first. If that is not possible, contact TIO's Technical Support, within the Warranty Period, by calling 844-WANTTIO ext. 4 or by emailing support@tiohome.com, and letting them know that you believe the Product is defective. Technical Support will issue an RMA number if it is appropriate to return the Product to TIO. The RMA number must be clearly marked on the outside of each box when shipping. The RMA is valid for a 30-day period. After the 30-day period, the RMA will be cancelled. Any shipments received not consistent with the RMA or after the RMA is cancelled, will be refused. TIO is not responsible for Products returned without a valid RMA number. Compliance with the requirements of this paragraph is a condition to coverage under this Limited Warranty.