

# Warranty & Service Policies

## 1 Year Limited Warranty

Martian Watches warrants the Product, and only the Product, against defects in materials and workmanship under normal use for a period of THREE HUNDRED AND SIXTY-FIVE (365) DAYS from the date of purchase by the first retail purchaser (“Warranty Period”). Only products purchased directly from Martian Watches or from a Martian authorized retailer are warranted – see <http://www.martianwatches.com/shop> for Martian Voice Command authorized retailers and [martianwatches.com/notifier/shop](http://martianwatches.com/notifier/shop) for Martian Notifier authorized retailers.

Under this Limited Warranty, if a hardware defect arises and a valid claim is received by Martian Watches within the Warranty Period, at its option and to the extent permitted by law, Martian Watches 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.

A replacement Product or part assumes the remaining warranty of the original Product or thirty (30) 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 Martian Watches’ property. Parts provided by Martian Watches in fulfillment of its warranty obligation must be used in Products for which warranty service is claimed.

### Instructions to Obtain Warranty Service:

Many problems can be resolved by contacting our Customer Care Center, so please [submit a support ticket](#) or call us at (949) 727-4288 from 9am to 5pm PST Monday-Friday, so we can either provide you with a solution or give you a Service Authorization (SA) number. Watches sent to us without an SA will not receive service, and you will be required to pay return shipping to get your product back.

Once the SA number is obtained, you must deliver the Product, freight prepaid, in either its original packaging or packaging that provides an equal degree of protection, to the address specified by Martian Watches. We are not responsible for loss or damage during shipment to us, so we recommend you pack your product carefully and use a shipping company that provides tracking. In accordance with applicable law, Martian Watches requires that you furnish proof of purchase details and may also require that you register your product before receiving warranty service.

### Exclusions and Limitations:

This Limited Warranty applies only to the Product manufactured by or for Martian Watches that can be identified by the “Martian Watches” trademark, trade name, or logo affixed to it. Martian Watches does not warrant that the operation of the Product will be uninterrupted or error-free. Martian Watches is not responsible for damage arising from failure to follow instructions relating to the Product’s use.

The Limited Warranty does not apply to (a) any hardware product not produced by Martian Watches, (b) consumables such as batteries, micro USB cable or wrist band, (c) normal wear and tear, (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), (e) Product that has been altered or modified (e.g., to alter functionality or capability) by anyone who is not a representative of Martian Watches or if the Product is inserted or installed in a casing not provided by Martian Watches, (f) damage caused by use with products not produced by Martian Watches; (g) damage caused by accident (i.e. on Martian Notifier, breaking a component while changing the analog battery), abuse, negligence, misuse, flood, fire, earthquake or other external causes; (h) damage caused by operating the Product outside the permitted or intended uses described by Martian Watches or with improper voltage or power supply; (i) Product that is lost or stolen; (j) Product that has been exposed to water, (k) damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Martian Watches, or (l) products that have been locked due to customer's loss of Enable Restrictions passcode. 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 Martian Watches; this is your responsibility.

No Martian Watches 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.

## Service & Repair for Out-Of-Warranty Products

Products that are beyond the one-year warranty period or that are damaged but not warranty issues (such as a broken glass crystal or loss of Enable Restrictions passcode) may be repairable – please [contact us](#) for prices and further details.

If your product needs repair but is not under warranty, please [submit a support ticket](#) to obtain a Service Authorization (SA) number and repair estimate. Watches sent to us without an SA will not receive service, and you will be required to pay return shipping to get your product back.

Once the SA number is obtained, you must deliver the Product, freight prepaid, in either its original packaging or packaging that provides an equal degree of protection, to the address specified by Martian Watches.

We are not responsible for loss or damage during shipment to us, so we recommend you pack your product carefully and use a shipping company that provides tracking. If a product is returned damaged, or cannot be serviced economically due to obsolescence, Martian Watches may, at our option, return the product as received, or offer to replace the product at a higher replacement cost.

When you return the product, include your name, SA number, email address and phone number.

Once your product is received, we will email you with the actual cost, including return shipping. Upon your email reply with consent, we will repair your product, charge your credit card, and return your product via FedEx ground (or FedEx international if outside the USA). We accept AMEX, MasterCard, Visa and Discover.

## **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, MARTIAN WATCHES 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, USA, 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 provincial courts located within California, USA, and the federal courts in the state 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, Martian Watches may

seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.