

# LIMITED WARRANTY

## StreamLabs SmartHome Water Monitor

THIS LIMITED WARRANTY CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

### WHAT DOES THIS WARRANTY COVER?

Subject to the conditions outlined in this statement, StreamLabs Inc. ("StreamLabs", "we", or "us") warrants to the owner of the real property, that the StreamLabs SmartHome Water Monitor (the "Product"), when used and installed in accordance with the User's Guide or any instructions provided by StreamLabs, shall be free from defects in materials and workmanship for a period of two (2) years from the original retail purchase date (the "Warranty Period"). Proof of purchase is required to validate the Warranty Period. If proof of purchase is not available, the Warranty Period commencement shall default to the date of manufacture of the Product.

### WHAT WILL STREAMLABS DO?

If, after inspection, we find that the Product covered by this Limited Warranty has failed due to a defect in materials or workmanship during the Warranty Period, StreamLabs will, at its sole discretion, either (a) repair or replace the defective Product or component; or (b) accept the return of the Product and refund the money paid by the original purchaser for the Product. Repair or replacement may be made with a new or refurbished product or components, at StreamLabs' sole discretion. If the Product or a component incorporated within it is no longer available, StreamLabs may, at StreamLabs' sole discretion, replace the Product with a similar product of similar function. This shall constitute the sole and exclusive remedy for any defective Product.

Any Product that has either been repaired or replaced under this Limited Warranty will be covered by the terms of this Limited Warranty for the longer of (a) ninety (90) days from the date of delivery of the repaired Product or replacement Product, or (b) the remaining Warranty Period. This Limited Warranty is transferable from the original purchaser to subsequent owners, but the Warranty Period will not

be extended in duration or expanded in coverage for any such transfer.

### HOW DO YOU MAKE A CLAIM?

Before making a claim under this Limited Warranty, the owner of the Product must (a) notify StreamLabs of the intention to make a claim by visiting [www.support.streamlabswater.com](http://www.support.streamlabswater.com) during the Warranty Period and providing a description of the alleged failure, and (b) comply with StreamLabs return shipping instructions provided on the website.

StreamLabs will have no warranty obligations with respect to a returned Product if it determines, in its reasonable discretion after examination of the returned Product, that the Product is an Ineligible Product. StreamLabs will bear all costs of return shipping to owner and will reimburse any shipping costs incurred by the owner, except with respect to any Ineligible Product, for which owner will bear all shipping costs. StreamLabs will not cover shipping costs if the owner decides to return the Product via their own shipping methods.

### WHAT DOES THIS LIMITED WARRANTY NOT COVER?

This Limited Warranty does not cover the following (collectively, "Ineligible Products"): (1) Products marked as "sample" or "Not for Sale", or sold "AS IS"; (2) Products that have been subject to any: (a) modifications, alterations, tampering, or improper maintenance or repairs; (b) handling, storage, installation, testing, or use not in accordance with the User's Guide or other instructions provided by StreamLabs; (c) abuse or misuse; (d) breakdowns, fluctuations, or interruptions in electric power or the service provider network; or (e) Acts of God, including but not limited to lightning, flood, tornado, earthquake, or hurricane; or (3) any non-StreamLabs branded hardware products. Unauthorized use of the Product or software can impair the Product's performance and may invalidate this Limited Warranty.

### LIMITATION OF IMPLIED WARRANTIES

STREAMLABS LIMITS THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS LIMITED WARRANTY.

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

### LIMITATION OF DAMAGES

IN NO EVENT WILL STREAMLABS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCT, AND STREAMLABS' TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED WARRANTY OR THE PRODUCT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE PRODUCT BY THE ORIGINAL PURCHASER.

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

### LIMITATION OF LIABILITY

THE STREAMLABS ONLINE AND MOBILE APPLICATION SERVICES (THE "SERVICES") PROVIDE YOU INFORMATION ("PRODUCT INFORMATION") REGARDING YOUR PRODUCT. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS ABOVE, ALL PRODUCT INFORMATION IS PROVIDED FOR YOUR CONVENIENCE, "AS IS", AND "AS AVAILABLE". STREAMLABS DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT PRODUCT INFORMATION WILL BE AVAILABLE, ACCURATE, OR RELIABLE OR THAT PRODUCT INFORMATION OR USE OF THE SERVICES OR PRODUCT WILL PROVIDE SAFETY IN YOUR HOME. YOU USE ALL PRODUCT INFORMATION, THE SERVICES, AND THE PRODUCT AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND STREAMLABS DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR WIRING, FIXTURES, ELECTRICITY, HOME, PRODUCT, COMPUTER, MOBILE DEVICE, AND ALL OTHER ITEMS AND PETS IN YOUR HOME, RESULTING FROM YOUR USE OF THE PRODUCT INFORMATION, SERVICES, OR PRODUCT. PRODUCT INFORMATION PROVIDED BY THE SERVICES

IS NOT INTENDED AS A SUBSTITUTE FOR DIRECT MEANS OF OBTAINING THE INFORMATION. FOR EXAMPLE, A NOTIFICATION PROVIDED THROUGH THE SERVICE IS NOT INTENDED AS A SUBSTITUTE FOR AUDIBLE AND VISIBLE INDICATIONS IN THE HOME AND ON THE PRODUCT.

### YOUR LEGAL RIGHTS

This Limited Warranty gives you specific legal rights. You may also have other legal rights that vary by state or jurisdiction. Likewise, some of the limitations in this Limited Warranty may not apply in certain states or jurisdictions. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your state or jurisdiction.

### RETURN POLICY

If you are the original purchaser of the Product and you are not satisfied with the Product for any reason, you may return it in its original condition (i) within thirty (30) days of the original purchase or (ii) for Products purchased in November or December, by January 14th, whichever is later, (the "Return Period") and receive a full refund. Proof of purchase is required to validate the Return Period and process your return.

To initiate a return, you may contact Customer Service by phone (770) 691-5524 or email [support@StreamLabswater.com](mailto:support@StreamLabswater.com). Customer Service will email you a return label which you can use to return the Product. Once the Product is received by StreamLabs, you will receive a full refund as follows:

If you paid:

- With cash, debit card or a check, we'll refund your purchase via corporate check;
- With a credit card, we'll credit the same credit card you used for the original purchase. Please allow up to 2 weeks for the credit to be reflected in your account. Allow up to 2 billing cycles for the credit to appear on your credit card statement.