

Warranty Policy and Terms

This Warranty Policy and Terms apply to Empowered Home Inc. (“**Mysa**”) products (“**Products**”) purchased directly from Mysa, or from an authorized reseller. This Warranty Policy and Terms are in addition to, and not in lieu of, your rights and obligations under the Mysa Standard Terms and Conditions (the “**Standard Terms**”). If there is a conflict between the Warranty Policy and Terms and the Standard Terms, the Warranty Policy and Terms will control for that conflict. If there is a conflict between this Warranty Policy and Terms and mandatory requirements prescribed by law based on the location of purchase or your jurisdiction of residence, those mandatory legal requirements will prevail.

We warrant that if your Product (described on the enclosed Certificate of Limited Warranty) proves, on the presentation by you within two years (or three years for pre-order customers) (the “**Warranty Period**”) from the date of original retail purchase, to be defective in material or workmanship, we will, at our sole discretion, repair or replace in part or whole, without charge to you, subject to the following limits and exclusions:

1. TO OBTAIN SERVICE DURING THE WARRANTY PERIOD, YOU MUST PRESENT OR SEND YOUR PRODUCT TOGETHER WITH THE CERTIFICATE OF LIMITED WARRANTY ENCLOSED (WITH INVOICE INDICATING THE DATE OF PURCHASE) TO A MYSA SERVICE CENTER.
2. FOR THE WARRANTY TO APPLY, YOU MUST CERTIFY THAT THE PRODUCT WAS PURCHASED FROM OUR WEBSITE OR FROM AN AUTHORIZED DEALER/SUPPLIER OF MYSA.
3. THIS WARRANTY IS NOT TRANSFERABLE.
4. THE LIMITED TWO-YEAR WARRANTY (OR THREE-YEAR WARRANTY FOR PRE-ORDER CUSTOMERS) AND REMEDY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REMEDIES, OBLIGATIONS OR LIABILITIES ON THE PART OF MYSA.

5. WE HEREBY DISCLAIM LIABILITY FOR INDIRECT, SPECIAL AND CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS PRODUCT.
6. THE DURATION OF ANY IMPLIED WARRANTY WHICH MIGHT EXIST BY OPERATION OF LAW SHALL BE LIMITED TO THREE YEARS FROM THE DATE OF ORIGINAL PURCHASE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.
7. THIS WARRANTY DOES NOT APPLY TO:
 - ANY PRODUCT ACCESSORIES.
 - FAILURE OF A PRODUCT DUE TO FLUCTUATIONS AND INTERRUPTIONS IN ELECTRIC POWER.
 - DAMAGE NOT RESULTING, IN OUR SOLE DISCRETION, FROM A DEFECT IN MATERIAL OR WORKMANSHIP.
 - DAMAGE CAUSED BY ACCIDENT, BY NATURE, BY FIRE OR BY TAMPERING WITH OR OPENING THE PRODUCT INAPPROPRIATELY OR BY OTHER THAN NORMAL USE OR DEFECTS OR DAMAGE RESULTING FROM REPAIRS PERFORMED OTHER THAN BY AN AUTHORIZED SERVICE FACILITY.
 - DAMAGE CAUSED BY WATER.
 - PRODUCTS WHERE THE LABEL BEARING THE SERIAL NUMBER OF THE PRODUCT HAVE BEEN REMOVED OR DEFACED.
 - PRODUCTS NOT DISTRIBUTED BY MYSA OR AN AUTHORIZED RESELLER.
8. PHOTOCOPIES OF CERTIFICATES OF LIMITED WARRANTY OR CERTIFICATES OF LIMITED WARRANTY WHICH HAVE BEEN ALTERED OR TAMPERED WITH WILL NOT BE HONOURED.
9. ALL REMOVAL OR RE-INSTALLATION COSTS, POSTAGE, INSURANCE, AND SHIPPING COSTS INCURRED IN PRESENTING OR SENDING THE PRODUCT TO THE SERVICE FACILITY ARE YOUR RESPONSIBILITY. IN SOME JURISDICTIONS A SERVICE FEE MAY BE CHARGED. TO FIND OUT THE SERVICE FEE THAT MAY APPLY TO YOU, IF ANY, CONTACT THE SERVICE FACILITY TO WHICH YOU WILL PRESENT OR SEND THE PRODUCT.
10. WITHOUT LIMITING ANY OTHER EXCLUSION HEREIN, MYSA DOES NOT WARRANT THAT THE PRODUCT COVERED HEREBY,

INCLUDING, WITHOUT LIMITATION, THE TECHNOLOGY INCLUDED IN THE PRODUCT, WILL NOT BECOME OBSOLETE OR THAT SUCH ITEMS ARE OR WILL REMAIN COMPATIBLE WITH ANY OTHER PRODUCT OR TECHNOLOGY WITH WHICH THE PRODUCT MAY BE USED.

WHAT REMEDIES WILL MYSA PROVIDE

Mysa shall, at its sole discretion, provide one of the following two remedies to whatever extent it shall deem necessary to satisfy a proper claim made under this Warranty Policy and Terms:

1. Repair or facilitate the repair of any defective parts within a reasonable period of time, free of any charge to you for the necessary parts and labour to complete the repair and restore the Product to its proper operating condition. Mysa will also pay the shipping costs necessary to return the Product to you once the repair is complete; or
2. Replace the Product with an exact replacement or with a similar product deemed by Mysa to perform substantially the same function as the original Product. Any replacement and/or repaired device is warranted for the remainder of the original Warranty or ninety (90) days, whichever is longer.

LIMITATION OF LIABILITY

YOU USE ALL PRODUCT INFORMATION, SERVICES AND THE PRODUCT AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSS OR DAMAGES, INCLUDING TO YOUR WIRING, FIXTURES, ELECTRICITY, PRODUCT PERIPHERALS, COMPUTER, MOBILE DEVICE AND ALL OTHER ITEMS IN YOUR HOME. RESULTING FROM THE USE OF THE PRODUCT INFORMATION, SERVICES OR PRODUCT. MYSA SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES ARISING FROM OR RELATING TO USAGE OF THE PRODUCT.

THE MAXIMUM LIABILITY OF MYSA UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID FOR THE PRODUCT OR THE MAXIMUM AMOUNT PERMITTED BY LAW.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EXCLUSIVE REMEDY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. IT SUPERSEDES ANY PRIOR, CONTRARY OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. NO PERSON, INCLUDING AGENTS AND EMPLOYEES OF MYSA, IS AUTHORIZED TO GIVE ANY FURTHER REPRESENTATION OR WARRANTY OR ASSUME ANY FURTHER OBLIGATION ON BEHALF OF MYSA, WHETHER ORALLY OR IN WRITING. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MYSA SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF MYSA CANNOT LAWFULLY DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN ALL IMPLIED WARRANTIES COVERING THIS PRODUCT, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO THIS PRODUCT AS PROVIDED UNDER APPLICABLE LAW.