

EXCLUSIVE MANUFACTURER ONE YEAR LIMITED WARRANTY AND SERVICE INFORMATION FOR KURIO

In the unlikely event you experience any problems with your Kurio, please visit www.kurioworld.com to contact Kurio Customer Service to file and submit your claim. If the service representative is unable to solve the issue, he or she will provide instructions regarding how to have your Kurio serviced if it is under warranty.

CIDE Interactive, a French Company, is the manufacturer of Kurio products sold through independent distributors throughout the world. This MANUFACTURER WARRANTY is the EXCLUSIVE WARRANTY for Kurio products and is subject to the terms and limitations set forth herein.

EXCLUSIVE MANUFACTURER LIMITED WARRANTY TERMS, CONDITIONS AND EXCLUSIONS AND LIMITATIONS OF LIABILITY (READ ENTIRE WARRANTY) (Headings in Warranty are Provided for Ease of Reference)

Exclusive Warranty. CIDE INTERACTIVE WARRANTS TO THE ORIGINAL RETAIL PURCHASER THAT KURIO PRODUCTS, IF PROPERLY STORED AND USED, WILL BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF ORIGINAL RETAIL PURCHASE. TO BE VALID, CLAIMS MUST BE FILED AND SUBMITTED IN FULL DURING THE ONE YEAR WARRANTY PERIOD. ALL CLAIMS MUST INCLUDE A COPY OF THE PURCHASE RECEIPT AND IDENTIFICATION OF THE PERSON SUBMITTING THE WARRANTY AND THE NAME AND ADDRESS OF THE RETAIL LOCATION WHERE THE KURIO WAS PURCHASED. CIDE'S SOLE AND EXCLUSIVE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR OR REPLACE THE PRODUCT, TO BE DETERMINED IN ITS SOLE DISCRETION. REPLACEMENT PARTS OR UNITS MAY BE REFURBISHED.

General Warranty Exclusions. THIS WARRANTY SHALL NOT APPLY IF THE COVERED PRODUCT: (a) IS MODIFIED OR TAMPERED WITH; (b) IS DAMAGED BY NEGLIGENCE, ACCIDENT, ABUSE, UNREASONABLE USE, COLLISION WITH AN OBJECT, FIRE, FLOODING, DIRT, WINDSTORM, LIGHTNING, EARTHQUAKE, EXPOSURE TO WEATHER CONDITIONS, THEFT, BLOWN FUSE, IMPROPER USE OF ANY ELECTRICAL SOURCE OR OTHER EXTERNAL CAUSES; (c) IS DAMAGED BY SERVICE PERFORMED BY ANYONE WHO IS NOT AUTHORIZED BY CIDE INTERACTIVE TO PROVIDE SERVICE; (d) HAS HAD ANY IDENTIFYING MARKS OR NUMBERS ALTERED, DEFACED, REMOVED, DAMAGED OR MADE ILLEGIBLE; (e) DEFECTS OR DAMAGE RESULTING FROM ACCIDENT, MISUSE, ABNORMAL USE, ABNORMAL CONDITIONS, IMPROPER STORAGE, EXPOSURE TO LIQUID, MOISTURE, DAMPNESS, SAND OR DIRT, NEGLIGENCE, OR UNUSUAL PHYSICAL, ELECTRICAL OR ELECTROMECHANICAL STRESS; (f) SCRATCHES, DENTS AND COSMETIC DAMAGE, UNLESS CAUSED BY MANUFACTURER; (g) DEFECTS OR DAMAGE RESULTING FROM EXCESSIVE FORCE OR USE OF A METALLIC OBJECT WHEN PRESSING ON THE TOUCH SCREEN; (h) ORDINARY WEAR AND TEAR; (i) DEFECTS OR DAMAGE RESULTING FROM THE USE OF PRODUCT IN CONJUNCTION OR CONNECTION WITH ACCESSORIES, PRODUCTS, OR ANCILLARY/PERIPHERAL EQUIPMENT NOT FURNISHED OR APPROVED BY MANUFACTURER; (j) DEFECTS OR DAMAGE RESULTING FROM IMPROPER TESTING, OPERATION, MAINTENANCE, INSTALLATION, SERVICE, OR ADJUSTMENT NOT FURNISHED OR APPROVED BY MANUFACTURER; (k) DEFECTS OR DAMAGE RESULTING FROM CELLULAR SIGNAL RECEPTION OR TRANSMISSION, OR VIRUSES OR OTHER SOFTWARE PROBLEMS INTRODUCED INTO THE PRODUCT; (l) APPLIES ONLY TO HARDWARE PRODUCT AND KURIO INTERFACE WITH MANUFACTURER TRADEMARK, DOES NOT APPLY TO ANY THIRD-PARTY HARDWARE PRODUCT OR SOFTWARE, EVEN IF PACKAGED OR SOLD WITH OUR TABLET; OR (m) TO A PRODUCT OR PART THAT HAS BEEN MODIFIED TO ALTER FUNCTIONALITY OR CAPABILITY WITHOUT THE WRITTEN PERMISSION OF MANUFACTURER;

No CIDE Interactive reseller, retailer, agent or employee is authorized to make any modification to this 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.

Warranty Exclusion/ Limitation for Protective Bumper. THE KURIO PROTECTIVE BUMPER, ALSO KNOWN AS THE 'DROP-SAFE BUMPER,' IS ONLY INTENDED TO MAKE THE PRODUCT MORE RESISTANT TO DAMAGE DUE TO FALLS, BUMPS OR OTHER IMPACT DAMAGES AND IS NOT WARRANTIED TO PREVENT DAMAGE. PLEASE KEEP IN MIND THAT KURIO, LIKE ANY OTHER ELECTRONIC DEVICE, IS FRAGILE AND, DESPITE THE PRESENCE OF A PROTECTIVE OR DROP-SAFE BUMPER, CAN BREAK OR BE DAMAGED IF IT IS SUBJECT TO ANY KIND OF FORCE LIKE DROPPING, BANGING, OR BEING HIT BY OTHER THINGS. ACCORDINGLY, THE KURIO REQUIRES PROPER CARE AND USE, AND SUPERVISION OF CHILDREN'S USAGE, AND NO BUMPER CAN PREVENT ALL DAMAGE.

Warranty Exclusion for Parental Controls. THERE SHALL BE NO WARRANTY OR LIABILITY OF ANY KIND, BEYOND THE OBLIGATION TO REPAIR OR REPLACE DEFECTIVE PRODUCTS ON VALID CLAIMS FOR ANYTHING RELATED TO THE USE OR FAILURE OF PARENTAL CONTROL DEVICES. WHILE CIDE INTERACTIVE STRIVES TO MAKE PARENTAL CONTROL APPLICATIONS AS EFFECTIVE AS POSSIBLE, THERE IS NO GUARANTEED

PROTECTION. USE OF TABLET DEVICES CAN AND WILL ENABLE USERS TO ACCESS THE INTERNET OR INFORMATION OF THIRD PARTIES. PARENTS OR RESPONSIBLE ADULTS MUST ALWAYS CAREFULLY MONITOR A CHILD'S USES OF TABLET DEVICES FOR APPROPRIATE CONTENT.

CIDE INTERACTIVE RESERVES THE RIGHT TO TERMINATE THE CONTENT FILTERING SERVICE PROVIDED BY CRONLAB AFTER 12/31/2014.

Warranty Exclusions Regarding Use of Kurio with Other Products. CIDE INTERACTIVE HEREBY DISCLAIMS, AND STATES IT ASSUMES NO LIABILITY, WHATSOEVER, AND MAKES NO WARRANTY OF ANY KIND, WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO KURIO PRODUCTS USE IN CONNECTION WITH YOUR COMPUTER, PERIPHERALS, THE INTERNET OR ANY OTHER ON-LINE SITE, AS WELL AS ANY DAMAGE, ALTERATION OR IMPACT OF ANY KIND TO YOUR PERSON OR YOUR COMPUTER, PRINTER, COMPUTER PERIPHERALS OR COMPUTER COMPONENTS OR ANY CONTENTS, PROGRAMS, DATA OR INFORMATION THEREON THAT MAY RESULT FROM YOUR INSTALLATION, USE OR INTERACTION WITH ANY COMPUTER, COMPUTER PERIPHERALS, OR HARDWARE OR SOFTWARE ASSOCIATED THEREWITH.

Warranty Limitation only for Battery Claims. THIS LIMITED WARRANTY ONLY COVERS BATTERIES IF THE CAPACITY FALLS BELOW 80% OF RATED CAPACITY OR THE BATTERY LEAKS AND THIS LIMITED WARRANTY DOES NOT APPLY IF (i) THE BATTERY HAS BEEN CHARGED BY ANY CHARGERS NOT APPROVED BY THE MANUFACTURER, (ii) ANY OF THE SEALS OF THE BATTERY ARE BROKEN, SHOW EVIDENCE OF TAMPERING, WATER DAMAGE OR OTHER NEGLIGENCE OR ABUSE; OR, (iii) THE BATTERY HAS BEEN USED IN EQUIPMENT OTHER THAN THE TABLET FOR WHICH IT IS SPECIFIED.

Warranty for Manufacturer Repaired or Replaced Products. A KURIO PRODUCT THAT HAS BEEN REPAIRED OR REPLACED BY KURIO UNDER THIS WARRANTY SHALL APPLY FOR THE REMAINING PERIOD OF THE ORIGINAL WARRANTY OR NINETY DAYS FROM THE DATE OF REPAIR OR REPLACEMENT, WHICHEVER IS LONGER.

Exclusive Nature of Warranty. THIS WARRANTY IS THE ENTIRE WARRANTY AND IS ONLY FROM THE MANUFACTURER, CIDE INTERACTIVE. THERE IS NO WARRANTY FROM THE DISTRIBUTOR AND THE DISTRIBUTORS HEREBY EXPRESSLY DISCLAIM ANY SUCH CLAIMS, LIABILITIES OR OBLIGATIONS. THE WARRANTY STATED HEREIN ABOVE IS EXPRESSLY MADE BY CIDE INTERACTIVE AND ACCEPTED BY THE PURCHASER IN LIEU OF ANY OTHER WARRANTIES, INCLUDING THOSE RELATED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, INTERFERENCE, INFRINGEMENT, OR DURABILITY, WHICH ARE ALL HEREBY DISCLAIMED TO THE EXTENT PERMITTED BY LAW, AND EXPRESSLY WAIVED BY YOU. THERE IS NO WARRANTY OF ANY KIND BY THE DISTRIBUTOR.

LIMITATIONS OF LIABILITY (In addition to Warranty Exclusions)

CIDE INTERACTIVE SHALL NOT HAVE ANY LIABILITY OR OBLIGATION TO ANY PURCHASER OR USER OF KURIO, EITHER IN CONTRACT OR IN TORT, FOR ACTUAL, DIRECT, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES OR ANY KIND, INCLUDING, BUT NOT LIMITED TO, CLAIMS OR DAMAGES FOR PERSONAL INJURY, DAMAGES TO PROPERTY OF ANY KIND, LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE OR INTERRUPTION OF USE OF YOUR COMPUTER SYSTEM OR PERIPHERALS, OR ANY SOFTWARE THEREON OR HARDWARE THEREIN OR ANY BUSINESS CONDUCTED THEREON OR FOR THE RECONSTRUCTION OR RECOVERY OF ANY LOST DATA OR SOFTWARE OR ECONOMIC LOSSES OF ANY KIND INCURRED BY YOU OR ANY OTHER PARTY DIRECTLY OR INDIRECTLY RESULTING FROM OR RELATED TO ANY USE OF THE KURIO PRODUCT WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF CIDE INTERACTIVE, TO THE FULLEST EXTENT THE SAME MAY BE DISCLAIMED BY LAW.

Governing Law, Application of Other Consumer Rights. THIS LIMITED WARRANTY IS GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK. 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 WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. THIS WARRANTY DOES NOT EXCLUDE, LIMIT OR SUSPEND ANY RIGHTS OF CONSUMERS ARISING OUT OF NON-CONFORMITY WITH A SALES CONTRACT. SOME COUNTRIES, STATES, AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATIONS OR EXCLUSIONS DESCRIBED IN THIS LIMITED WARRANTY MAY NOT APPLY TO YOU.

END OF EXCLUSIVE MANUFACTURER LIMITED WARRANTY TERMS, CONDITIONS AND EXCLUSIONS

Service During Warranty Period

You may need only simple instructions to correct a problem with your product. If you have any questions using your ta-

blet, please visit www.kurioworld.com to find out more about Kurio, read our related FAQs, and for any technical support, rather than going to your retailer. If the problem cannot be solved with troubleshooting information available online or through our tech support center, Kurio Customer Service will advise how to send in your Kurio for repair. You must make your claim during the warranty period, provide proof of purchase date, notify manufacturer during the warranty period, and receive a return authorization code before sending in for repair. **DO NOT SEND PRODUCTS TO CIDE WITHOUT OBTAINING A RETURN AUTHORIZATION CODE.** Products returned without a Return Authorization Code shall not be returned or processed.

The customer must ship the tablet with freight prepaid and insured for loss or damage in its original packaging or equally protective packaging to the address supplied by Kurio Customer Service along with the sales receipt or comparable proof of sale showing the original date of purchase, the serial number of the product and the seller's name and address. Write the return authorization number prominently on the outside of the box for proper routing to the service center.

Back up any data, software, or other materials stored on the device. Usually, the tablet will be reformatted and reset to factory specs during the repair process, and the manufacturer is not liable for any data lost. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty. **THE CONTENTS OF YOUR PRODUCT WILL BE DELETED AND STORAGE MEDIA REFORMATTED IN THE COURSE OF WARRANTY SERVICE. KEEP A COPY AND BACK-UP ALL CONTENT ON A SEPARATE DEVICE.**

Important: Do not open the hardware product. Opening the hardware product may cause damage that is not covered by this warranty. Only the manufacturer or a service center should perform service on this hardware product.

Upon receipt of the tablet at our service center, if the tablet is deemed to be eligible for service under our warranty, we will, at our option, to the extent permitted by law, either

- (i) repair the device using either new or refurbished parts at no cost, or
- (ii) replace the device with a new or refurbished device that is equivalent to the device that is to be replaced.

Once the tablet is returned to the consumer, it is covered under the original warranty for the remainder of the term, or 90 days, whichever is longer.

All replaced parts and devices for which an exchange is given shall become our property.

Service After Expiration of Warranty or Issues Outside of Warranty

Please contact Kurio Customer Service via our website at www.kurioworld.com for troubleshooting information and repair or replacement options and pricing. You will need to ship the complete product, freight prepaid and insured for loss or damage, to CIDE Interactive. Please do not send any product to CIDE Interactive without contacting us first.