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For FCC Compliance Statement, visit nest.com/legal/fcc-compliance-notice



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# Nest Labs, Inc. Limited Warranty Nest Connect

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

### 1. WHAT THIS LIMITED WARRANTY COVERS; PERIOD OF COVERAGE

Nest Labs, Inc. ("Nest Labs"), 3400 Hillview Avenue, Palo Alto, California USA, warrants to the owner of the enclosed product that the product contained in this box ("Product") will be free from defects in materials and workmanship for a period of two (2) vears from the date of delivery following the original retail purchase (the "Warranty Period"). If the Product fails to conform to this Limited Warranty during the Warranty Period, Nest Labs will, at its sole discretion, either (a) repair or replace any defective Product or component; or (b) accept the return of the Product and refund the money actually paid by the original purchaser for the Product, Repair or replacement may be made with a new or refurbished product or components, at Nest Labs' sole discretion. If the Product or a component incorporated within it is no longer available, Nest Labs may, at Nest Labs' sole discretion, replace the Product with a similar product of similar function. This is your sole and exclusive remedy for breach of this Limited Warranty. 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.

#### 2. TOTAL SATISFACTION RETURN POLICY

If you are the original purchaser of the Product and you are not satisfied with this Product for any reason, you may return it in its original condition within thirty (30) days of the original purchase and receive a full refund.

# 3. WARRANTY CONDITIONS; HOW TO GET SERVICE IF YOU WANT TO CLAIM UNDER THIS LIMITED WARRANTY

Before making a claim under this Limited Warranty, the owner of the Product must (a) notify Nest Labs of the intention to claim by visiting nest.com/support during the Warranty Period and providing a description of the alleged failure, and (b) comply with Nest Labs' return shipping instructions. Nest Labs 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 (defined below). Nest Labs 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.

4. WHATTHIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not cover the following (collectively "Ineligible Products"): (i) Products

marked as "sample" or "Not for Sale", or sold "AS IS"; (ii) Products that have been subject to: (a) modifications, alterations, tampering, or improper

maintenance or repairs; (b) handling, storage, installation, testing, or use not in accordance with the User's Guide, Placement Guidelines, or other

instructions provided by Nest Labs; (c) abuse or misuse of the Product; (d) breakdowns. fluctuations, or interruptions in electric power or the telecommunications network; or (e) Acts of

God, including but not limited to lightning, flood, tornado, earthquake, or hurricane: or (iii) anv non-Nest Labs branded hardware products, even if packaged or sold with Nest Labs hardware. This Limited Warranty does not cover consumable parts, including batteries, unless damage is due to defects in materials or workmanship of the Product, or software (even if packaged or sold with the product).

invalidate this Limited Warranty.

Nest Labs recommends that you use only authorized service providers for maintenance or repair. Unauthorized use of the Product or software can impair the Product's performance and may

5. DISCLAIMER OF WARRANTIES EXCEPT AS STATED ABOVE IN THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT

PERMITTED BY APPLICABLE LAW, NEST LABS DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEST

6. LIMITATION OF DAMAGES

PURCHASER.

LARS ALSO LIMITS THE DURATION OF ANY

APPLICABLE IMPLIED WARRANTIES OR CONDITIONS

TO THE DURATION OF THIS LIMITED WARRANTY.

IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL NEST LABS 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 NEST LABS' 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

7. LIMITATION OF LIABILITY

PRODUCTS ("PRODUCT PERIPHERALS"), THE TYPE OF PRODUCT PERIPHERALS THAT MAY BE CONNECTED TO YOUR PRODUCT MAY CHANGE FROM TIME TO TIME, WITHOUT LIMITING THE GENERALITY

OF THE DISCLAIMERS ABOVE, ALL PRODUCT INFORMATION IS PROVIDED FOR YOUR CONVENIENCE, "AS IS", AND "AS AVAILABLE", NEST LABS 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 NEST LABS DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES.

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

INCLUDING TO YOUR WIRING, FIXTURES. ELECTRICITY, HOME, PRODUCT, PRODUCT PERIPHERALS, COMPUTER, MOBILE DEVICE, AND

OR OTHER PERIPHERALS CONNECTED TO YOUR

THE NEST LABS ONLINE SERVICES ("SERVICES") PROVIDE YOU INFORMATION ("PRODUCT

INFORMATION") REGARDING YOUR NEST PRODUCTS

PRODUCT, NOR FOR A THIRD PARTY MONITORING

VISIBLE INDICATIONS IN THE HOME AND ON THE SERVICE THAT MONITORS ALARM STATE.

NOTIFICATION PROVIDED THROUGH THE SERVICE IS

NOT INTENDED AS A SUBSTITUTE FOR AUDIBLE AND

8. YOUR RIGHTS AND THIS LIMITED WARRANTY

This Limited Warranty gives you specific legal rights. You may also have other legal rights that vary by state, province, or jurisdiction. Likewise, some of the limitations in this Limited Warranty may not apply in

certain states, provinces or jurisdictions. The terms

permitted by applicable law. For a full description of

applicable in your jurisdiction and you may wish to

of this Limited Warranty will apply to the extent

your legal rights you should refer to the laws

contact a relevant consumer advisory service.

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## Legal Items

**Privacy Policy for Nest Web Sites** 

Privacy Statement for Nest Products and Services

Terms of Service

**End User License Agreement** 

**Limited Warranty** 

**Open Source Compliance** 

Sales Terms

**Intellectual Property and Other Notices** 

**Community Forum Agreement** 

FCC Compliance Notice

Customer Agreements for Rush Hour Rewards

**Customer Agreements for Rebates** 

**Customer Agreements for Safety Rewards** 

**Transparency Report** 

2016 Modern Slavery Statement

# FCC Compliance Notice

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- · Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

This device complies with part 15 of FCC rules. Operation is subject to the following two conditions:

- 1. This device may not cause harmful interference.
- 2. This device must accept any interference received, including interference that may cause undesired operation.

Change or modifications that are not expressly approved by the manufacturer could void the user's authority to operate the equipment.

### RF Exposure Information

This equipment complies with FCC radiation exposure limits set forth for an uncontrolled environment. In order to avoid the possibility of exceeding the FCC radio frequency exposure limits, human proximity to the antenna shall not be less than 20cm during normal operation.



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