



IMPORTANT: THESE TERMS AND CONDITIONS OF SALE ("TERMS") GOVERN YOUR PURCHASE OF JAYBIRD PRODUCTS FROM THIS SITE, WHICH IS PROVIDED BY JAYBIRD GEAR, LLC ("JAYBIRD"). BY PURCHASING PRODUCTS FROM THIS SITE, YOU ARE ACCEPTING THESE TERMS. THIS LIMITED WARRANTY AND OTHER GENERAL TERMS ALSO APPLY TO ANY PURCHASE OF PRODUCT FROM A RESELLER .

ORDERS

All orders that you place on this site are offers by you to purchase our products in accordance with these Terms. We may accept your offer by issuing a confirmation or by shipping products specified in your order. You agree that we can make partial shipments on your order, in which case each shipment will be a separate transaction. Our acceptance or partial acceptance of each offer is expressly subject to and conditioned on your agreement to these Terms, which Jaybird may modify in its sole discretion at any time and without notice. No other terms or conditions will apply.

PRICES AND PAYMENT

All prices are in U.S. dollars and are subject to change without notice. Prices do not include taxes or charges for shipping and handling. Applicable shipping and handling charges and any sales taxes that Jaybird is required by law to collect will be added to your required payment. Payment in full is required before products will be shipped on any order.

SHIPPING AND HANDLING

We will arrange for shipment of the products to you. Title and risk of loss and damage pass to you upon our transfer of the products to the carrier. You will pay all shipping and handling charges specified during the ordering process. Shipping times are estimates only and cannot be guaranteed. We are not liable for any delays in shipping.

CHANGES OR CANCELLATIONS

Any changes that you make to accepted orders prior to shipment may generate a new shipment date. All sales are final upon shipment of the ordered products, except for authorized product returns.

RETURN OF PRODUCTS

30 Day Return Right

We will accept a return of products for any reason within 30 days of shipment to you, provided that (1) the products are returned unused, undamaged, and in their original condition, including packaging; (2) you submit proof of purchase of the products direct from Jaybird (an itemized, dated receipt), (3) you obtain a completed Return Merchandise Authorization (RMA) from Jaybird before returning the products and include that RMA with the returned products, and (4) you follow all of Jaybird's other return policies and procedures for the 30 Day Return Right. JayBird reserves the right to refuse any product returned under the 30 Day Return Right that does not meet these criteria.

- JayBird will only honor the 30 Day Return Right for purchases made through the JayBird online store.
- JayBird must receive the returned products within fourteen (14) days after the RMA number has been issued. An assigned RMA number is valid for 14 days only and will expire on the 15th day after the date of issuance, at which time any returned products will be refused.

Please note that only products in the original packaging with all materials and in new condition are eligible for the 30 Day Return Right. All products must be returned in the original packaging with all contents included. Please ensure that any previous shipping labels or other markings have been removed or covered completely. Please note that failure to return all items included with your product, or returning the product without the manufacturer packaging may result in the product being shipped back to you at your own expense without a refund.

- It is your responsibility to arrange shipment pickup, prepay shipping (and any duty) charges, and insure the shipment or accept the risk if the product is lost or damaged in transit. We advise that you ship the product back to us via UPS or FedEx to ensure proper delivery. It is your responsibility to retain a sender's copy of the shipment invoice and the shipment tracking number in the event of a lost shipment, until Jaybird has received the returned product.

- Email your return shipment tracking number to support@jaybirdgear.com. Please include "Shipment Notification: RMA# (please include your RMA# here)" in the email subject line and the returns shipment tracking number and the time of pick-up in the email body.
- The address for JayBird Refund Returns is:

JayBird Returns
Attn: RMA # (include your RMA # here)
c/o Leap Frog Logistics
6003 Guion Road Suite B
Indianapolis, IN 46254
Ph: 888.824.9998

- Once the return is received and verified to meet all of the above conditions, **allow 30 days** from the date of receipt for the credit to appear on your account. Credit will be issued to the payment method or credit card used for your original purchase only. JayBird will not refund original or return shipping costs or duties. For inquiries regarding our return policy, email us at support@jaybirdgear.com

Warranty Returns

We will also accept return of products if we determine that the products qualify for a warranty return under our limited warranty (see below) and you comply with the following warranty return procedures:

- Obtain an RMA from Jaybird customer support. Every warranty return must have an RMA. Write the RMA number on the outside of the package.
- Submit your proof of purchase of the product direct from the Jaybird online store (an itemized, dated receipt) and include a completed RMA.
- Use the original Jaybird packaging, and return all items and materials originally included with the Jaybird product. Remove or cover all previous shipping labels on the outside of the package.
- Return only the Jaybird products under warranty. We are not responsible for any other products, accessories, or items that you return with the Jaybird products under warranty.
- If applicable, make a backup of any data stored on the product. Jaybird is not responsible for loss of any data stored on a returned product.
- Arrange shipment pickup, prepay shipping (and any duty) charges, and insure the shipment or accept the risk if the product is lost or further damaged in transit. We advise that you ship the product back to us via UPS or FedEx to ensure proper delivery. It is your responsibility to retain a sender's copy of the shipment invoice and the shipment tracking number in the event of a lost shipment, until Jaybird has received the returned product. Jaybird will bear the cost of shipping the product or the replacement product back to you after warranty service.

- The address for JayBird Warranty Returns is:

JayBird Warranty Returns
Attn: RMA # (include your RMA # here)
c/o Leap Frog Logistics
6003 Guion Road Suite B
Indianapolis, IN 46254
Ph: 888.824.9998

LIMITED WARRANTY

We warrant that Jaybird branded products purchased by you from this site (1) will be free of defects in materials and workmanship for 1 year from the date of shipment, as determined by the date on the packing slip; and (2) will not fail because of perspiration for the expected life of the product, as determined by Jaybird in its sole discretion (the "Limited Warranty"). As used above, the phrase "fail because of perspiration" means that the electronics in the product cease to function as a direct result of the effects of perspiration and excludes other causes of failure, including without limitation broken wires, cracked casings, and dead batteries, even if they may have some indirect relation to perspiration.

This Limited Warranty extends only to the original end-user purchaser of the product and is not assignable or transferable to any other person. This Limited Warranty does not cover (1) any damage or loss that occurs after we place the product with the carrier for shipment, (2) any damage caused by normal wear and tear, abnormal use or conditions, neglect, abuse, misuse, accident, improper storage or handling, unauthorized modifications or repairs, improper use of any electrical source, undue physical or electrical stress, user error, or failure to follow product instructions, (3) any product with an altered or missing serial number or any counterfeit product, (4) any damage from external causes such as storm, flood, fire, dirt, sand, earthquakes, Acts of God, exposure to sunlight, weather, heat, or corrosive environments, electrical surges, or third-party products, or (5) product fit or appearance other than failure to provide a product that is materially equivalent to the product description on this site.

WE DO NOT WARRANT THAT PRODUCTS WILL OPERATE UNINTERRUPTED OR BE ERROR FREE OR THAT ALL PRODUCT ERRORS WILL BE CORRECTED. OUR ONLY LIABILITY UNDER THIS LIMITED WARRANTY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, AND YOUR SOLE AND EXCLUSIVE REMEDY, WILL BE, AT OUR OPTION, TO REPAIR OR REPLACE THE PRODUCTS OR REFUND THE AMOUNT PAID FOR PRODUCTS RETURNED TO US, LESS A PRORATED AMOUNT FOR ANY PERIOD OF PROBLEM-FREE USE. THE PRORATED AMOUNT WILL BE BASED ON THE EXPECTED LIFE OF THE PRODUCT. Replacement products may include refurbished Jaybird products that have been certified to conform to the original product descriptions. If we elect to repair any defective product and are unable to do so after a reasonable number of attempts, we will provide you a replacement product or will refund your purchase price less a prorated amount for any period of problem-free use. IN NO EVENT WILL JAYBIRD'S LIABILITY EXCEED THE AMOUNT YOU PAID FOR THE PRODUCT, LESS A PRORATED AMOUNT FOR ANY PERIOD OF PROBLEM-FREE USE, REGARDLESS OF THE FORM OF ACTION OR THE THEORY OF LIABILITY. We have no liability to pay for any repairs performed by anyone other than us, unless in each instance we have given written approval for such repairs. Any unauthorized attempt to repair products will void our warranty on the product(s). For any product(s) you purchase from us that are covered by another manufacturer's warranty, your warranty is limited to that warranty. In such event, we will reasonably assist you, upon written request, to place a warranty claim with the manufacturer.

Any reference to Jaybird branded products being "sweat and water resistant," or words of similar import, means that they are designed to withstand moisture under normal non-water sports and everyday use such as perspiration and accidental splashes of water. Although the openings for the microphone and speakers on our products have been carefully engineered to be moisture-resistant, the products are not designed to be submersed in water or liquid of any kind, nor are they designed for water sports or other water-based activities. Any modification of a product to adapt it for water-sports or any other water environment will void the Limited Warranty. Any reference to Jaybird's "lifetime warranty against sweat," or words of similar import, means the Limited Warranty relating to product failures that are a direct result of the effects of perspiration during the expected life of the product, as determined by Jaybird.

THIS LIMITED WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, AND JAYBIRD EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE RESULTING FROM THE USE OF ANY PRODUCTS THAT YOU PURCHASE FROM US, REGARDLESS OF THE FORM OF ACTION OR THE THEORY OF LIABILITY AND EVEN IF WE ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS CONTAINED IN THIS "LIMITED WARRANTY" SECTION SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

To obtain information about or make a claim under this Limited Warranty, you must write us at Jaybird Gear LLC, Attn: Warranty, 2825 East Cottonwood Parkway, Suite 500, Salt Lake City, Utah 84121, email us at , or call us at 1.866.244.3399.

HEARING LOSS RELATED CLAIMS

YOU ARE AWARE THAT PERMANENT HEARING LOSS MAY OCCUR IF EARPHONES OR HEADPHONES ARE USED AT INAPPROPRIATE VOLUMES. EXPOSURE TO NOISE FROM EARPHONES OR HEADPHONES IN EXCESS OF 85 DECIBELS FOR MORE THAN EIGHT HOURS A DAY WILL LIKELY CAUSE IRREPARABLE HEARING DAMAGE. YOU MAY ADAPT TO A HIGHER VOLUME OF SOUND OVER TIME, WHICH MAY SOUND NORMAL BUT CAN BE DAMAGING TO YOUR HEARING. YOU ACCEPT ALL RESPONSIBILITY FOR HEARING DAMAGE RESULTING FROM THE UNSAFE USE OF EARPHONES OR HEADPHONES PURCHASED ON THIS SITE ABOVE 85 DECIBELS. IN ADDITION, SOME RESEARCH HAS SUGGESTED A POSSIBLE LINK BETWEEN

THE USE OF WIRELESS ELECTRONIC DEVICES CLOSE TO THE HEAD AND BRAIN DAMAGE OR OTHER SERIOUS AND POTENTIALLY LIFE-THREATENING MEDICAL CONDITIONS. YOU ACCEPT ALL RESPONSIBILITY FOR ANY AND ALL SUCH DAMAGE AND MEDICAL CONDITIONS THAT MAY RESULT FROM THE USE OF EARPHONES OR HEADPHONES PURCHASED ON THIS SITE. JAYBIRD SHALL HAVE NO LIABILITY FOR ANY SUCH DAMAGE OR MEDICAL CONDITIONS.

You agree to defend and indemnify Jaybird, its subsidiaries, affiliates, licensors, content providers, service providers, employees, officers, directors, agents, and contractors (collectively, the "Indemnified Parties") against, and hold the Indemnified Parties harmless from, any and all claims, actions, causes of action (regardless of the form of action or the theories of liability); losses; actual, direct, indirect, special, punitive, exemplary, incidental, consequential, and other damages, including but not limited to loss of revenue or income, pain and suffering, and/or emotional distress; and awards, judgments, fines, costs, expenses, and attorneys' fees, including but not limited to those of the Indemnified Parties (any of the foregoing, a "Claim"), arising from or otherwise relating to any hearing loss or damage and/or any of the other serious medical conditions referenced in the preceding paragraph and/or arising from or otherwise relating to the use of earphones or headphones purchased by you on jaybirdgear.com. You agree that the Indemnified Parties will have no liability in connection with any such damage, injury, conditions, or Claims, and you agree not to bring any legal or other actions or proceedings against or otherwise hold any Indemnified Party liable or responsible for any such damage, injury, conditions, or Claims.

MISCELLANEOUS

Specifications and descriptions are estimates but are not guaranteed and are subject to change without notice. We reserve the right to furnish materially equivalent substitutes for products which cannot be obtained in sufficient quantities or to cancel the excess portion of the order. We shall not be in default if our performance is delayed or rendered impossible by acts of God, war, civil commotion, governmental action, fire, storm, flood, explosion, strikes, walkouts, other industrial disturbances, or any other cause beyond our reasonable control. We may revise or modify products, product information, or pricing without notice. We are not responsible for any typographic, facsimile, or printing errors.

You represent and warrant that you have read and understood our Privacy Policy, which Jaybird may change, modify, or delete without notice. You agree to be bound by the Terms of Use of this site, which Jaybird may change, modify, or delete without notice. It is your obligation to check the most current versions of our Privacy Policy and Terms of Use regularly.

You represent and warrant that you are at least 18 years of age, that you are familiar with the laws and regulations, if any, in the place you live relating to the purchase, possession, use, and sale of electronics equipment, and that you know of no legal requirement prohibiting you from purchasing, possessing, using, or selling any such equipment.

You agree to use all products safely and legally and to defend and indemnify the Indemnified Parties against, and hold them harmless from, any and all Claims incurred by them or asserted, awarded, or otherwise imposed against them arising from or relating to your failure to do so and/or your removal, disabling, alteration, or covering of any safety features or warnings on any products (any such act, an "Alteration"). You agree not to bring any legal proceedings against or otherwise hold any Indemnified Party liable or responsible for any damage, death, or injury suffered by you, any other person, or any property, resulting from your failure to use products safely and legally and/or from any Alterations.

The prevailing party in any action or other proceeding brought with respect to these Terms shall be entitled to recover, in addition to any other relief, its costs, reasonable attorneys' fees, and other collection expenses. EACH PARTY IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY AND ALL ACTIONS OR PROCEEDINGS BROUGHT UNDER OR WITH RESPECT TO THESE TERMS.

These Terms shall be governed and interpreted pursuant to the laws of the Utah, without regard to any principles of conflicts of laws. The Convention on Contracts for the International Sale of Goods shall not apply. You irrevocably consent to personal jurisdiction in Utah in connection with any dispute between you and Jaybird arising out of or relating to these Terms. The exclusive venue for any dispute between the parties arising out of or relating to these Terms will be the state and federal courts in Salt Lake County, Utah. If a court of competent jurisdiction finds any provision of these Terms to be void, invalid, illegal or unenforceable, the provision will be limited, modified, or if necessary severed, to the extent required to eliminate such problem, and all other provisions shall continue in full force and effect.

These Terms shall be binding upon and inure to the benefit of the successors, heirs, devisees, personal representatives, and permitted assigns of the parties.

These Terms constitute the entire agreement between the parties relating to the subject matter hereof and supersede all prior written and oral communications, agreements, representations, warranties, statements, negotiations, understandings, and proposals, with respect thereto. To the extent that any purchase order, confirmation, or the like is inconsistent with these Terms, these Terms will govern unless expressly agreed otherwise in a writing that expressly states that it supersedes these Terms in a specified manner and is signed by you and an authorized representative of Jaybird.