

kubi Warranty and Disclaimers

Warranty

Limited Warranty to Original Purchaser.

This KUBI robot, as supplied and distributed by Xandex, Inc., and delivered new, in the original packaging to the original purchaser, is warranted by Xandex, Inc. against manufacturing defects in materials or workmanship for a period of 12 months from the original date of purchase.

Please retain your receipt or original proof of purchase. Xandex, Inc. will repair or replace this KUBI robot, at our option and at no charge with new or reconditioned parts if found to be defective during the limited warranty period specified above.

Warranty Return & Repair

Product Return and Repair Policy

1. Please contact Xandex, Inc. at kubi@xandex.com to be provided with a Return Authorization (RA#) number, which allows us to keep track of your KUBI through the warranty process. Include this number with your KUBI when shipping back to Xandex, Inc.
2. Please send the defective KUBI along with proof of purchase to:

Kubi Warranty/Repair
Xandex, Inc.
1360 Redwood Way, Suite A
Petaluma, CA 94954
3. Xandex, Inc. will evaluate your KUBI and if covered under warranty, repair or replace at our option any defects in materials or workmanship. Repaired/replacement KUBI will be shipped back to the original purchaser free of charge when covered under warranty. Please allow 4-6 weeks for evaluation and return of your KUBI.

Exclusions & Limitations

This warranty is void if

The product has been damaged by negligence, accident, or mishandling, or has not been operated in accordance with the procedures described in the operating instructions; or; the product has been altered or repaired by other than Xandex, Inc.; Adaptations or accessories other than those manufactured by or authorized by Xandex, Inc. have been made or attached to the product which, in the determination of Xandex, Inc., shall have affected the performance, safety or reliability of the product.

This warranty covers

The normal use of KUBI. It applies only to the hardware product "KUBI" manufactured by and for Xandex, Inc. This warranty does not apply to any non-Xandex hardware product or any non-Xandex software, even if such peripheral items or applications may be packaged or sold with the KUBI hardware product. Xandex, Inc. does not warrant that operation of your KUBI robot will be uninterrupted or error free.

NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, APPLIES TO THE PRODUCT. MANUFACTURER'S LIMITED LIABILITY HEREUNDER SHALL BE THE AMOUNT PAID BY THE END USER FOR THE PRODUCT.

Xandex, Inc. shall not be liable for punitive, consequential, or incidental damages, expenses, or loss of revenue or property, inconvenience, or interruption in operation experienced by the end user due to a malfunction in the purchased product. No warranty service performed on any product shall extend the original applicable warranty period. This warranty extends only to the original end user and is not assignable or transferable.

This warranty is governed by the laws of the state of California.

Battery Warning & Product Disposal Information

Battery Warning

Batteries are hazardous and may cause serious injuries to persons and property.

As a user of KUBI, you are accepting liability for the use of a Lithium Polymer. LiPo 3.7V battery. Xandex, Inc. cannot be held liable for damages to persons or property.

Batteries may cause damages from leakage. In the event of a battery leak, avoid contact with skin or eyes. If contact does occur, flush with water immediately and seek the help of a qualified physician.

Do not attempt to operate or charge KUBI if the battery is leaking. Please discontinue use immediately, turn off power and disconnect the mini USB cable if KUBI is charging.

Product Disposal

Do not dispose of KUBI or its battery in your household waste. Please follow your local regulations regarding the proper disposal or recycling of batteries and electronic waste.

Important Safety & Handling Information

Read the following information before operating your KUBI. Failure to do so may result in injury to yourself or others.

CAUTION: Please do not attempt to remove the shell or battery from KUBI. Any attempt to open, modify, or tamper with your KUBI could result in damage or injury and will void the warranty. This product is supplied with a mini USB power cord. You may use the enclosed cable to charge your KUBI from a laptop, or from an electrical outlet using the included wall adapter.

CALIFORNIA PROPOSITION 65 WARNING. THIS PRODUCT CONTAINS CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.

Use By Children

WARNING! CHOKING HAZARD

KUBI is not recommended for non-adult supervised use by children under 14 years of age. KUBI contains many small parts that may present a choking hazard to small children and pets. Please keep KUBI and all its accessories away from children and pets.

Environmental Requirements

Your KUBI will work best between 32 degrees and 95 degrees F (0 degrees to 35 degrees C).

Operate and store KUBI at normal room temperature. Cold or hot environments may shorten battery life and/or cause malfunction. Please do not operate or store KUBI in humid or wet conditions. Water can cause damage to the battery, servos and circuit board and will void the warranty.

Additional Information

Relationship with Apple, Inc.

Please note that iPhone, iPad, iPad Mini and Mac are trademarks of Apple, Inc. registered in the U.S. and other countries. Apple is not responsible for the operation of this product or its compliance with safety and regulatory standards. The use of KUBI with any iPhone, iPad, iPad Mini or Mac computer may affect wireless performance.

Relationship with Android

Android™ is a trademark of Google, Inc. Use of this trademark is subject to Google Permissions. Not all devices are compatible.

WEEE

This symbol on the product or on its packaging indicates that this product must not be disposed of with other household waste. It is your responsibility to dispose of this consumer electronic equipment in accordance with your local regulations. For more information on disposal or recycling of consumer electronic equipment, please contact your local city or county office, your household waste disposal service, or the local Solid Waste Authority.

End User License Agreement

This End User Agreement (EULA) is a legal agreement between you, the End User, and Xandex Inc. governing the use of the software (i) embedded in the KUBI and (ii) provided by you to control the KUBI and any related documentation. By using KUBI and/or downloading the Software and loading the Software onto any other device, you agree to be bound by the terms of this EULA.

Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect this Software. The Software is licensed, not sold. This EULA grants you the right to use the Software embedded in the KUBI and to install and use a copy of the Software on your computer, tablet or smartphone. You may NOT transfer, lend, distribute, prepare derivative work, reverse engineer, decompile, or disassemble the Software, except and only to the extent that applicable law expressly permits such activity. You must comply with all applicable laws regarding use of the Software.

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Third Party Software

KUBI has an API that has been opened to third party app developers and hackers to create awesome new applications. Their development has been completed under a developer license agreement. Xandex, Inc. does not assume any warranty for the performance or safety of third-party apps designed to work with KUBI, express or implied.

Governing Law and Arbitration

This Limited Warranty shall be governed by the laws of the state of California without giving effect to any conflict of laws principles that may provide the application of law of another jurisdiction. Any claim or dispute in connection with this limited Warranty shall be resolved in a cost-effective manner through binding, non-appearance-based arbitration:

Arbitration shall be initiated through an established alternative dispute resolution provider mutually agreed upon by the parties. The alternative dispute resolution provider must comply with the following rules:

Arbitration will be conducted via the telephone, video conferencing, online methods, or be solely based on written submissions;

The specific channel of arbitration will be chosen by the initiating party;

The arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed upon by both parties;

Any judgment on an award rendered by the arbitrator may be entered in any court of competent jurisdiction;

If this arbitration clause does not apply for any reason, you agree to submit to the personal jurisdiction of the state courts located within San Francisco, California, and the federal courts in San Francisco, California, for the purposes of litigating all such claims or disputes, which courts shall have exclusive jurisdiction of such claims or disputes.

Notwithstanding the foregoing, Xandex, Inc. may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.

Changes to KUBI User's Guide

The specifications in any KUBI User's Guide are provided for your information only and may be modified at any time by Xandex, Inc.

Xandex Inc. reserves the right to amend or improve KUBI's product design, software, packaging, or user guide without any restrictions. The KUBI robot and/or application(s) you purchased may differ from the robot and/or application(s) described in a user guide.

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