

MyPlayer Return To Base (RTB) Warranty Terms & Conditions

1. Warranty

- 1.1. This warranty applies to all products manufactured by or on behalf of MyPlayer Limited (“we” / “us” / “our”).
- 1.2. All products manufactured by us or on our behalf and having the benefit of this warranty are sold with a manufacturers warranty for the following periods:
 - 1.2.1. Electronic goods (such as media players and touchscreens): 12 months from and including the date of purchase
 - 1.2.2. Accessories such as cables and power supplies: 12 months from and including the date of purchase.
 - 1.2.3. All rechargeable batteries: 6 months from and including the date of purchase.
- 1.3. The manufacturers warranty provided by us under this document is a “Return to Base” warranty. This means that the product has to be returned to us or our nominated in-country support provider in order to receive a repair, replacement or refund (as determined in accordance with this warranty document). The process for and terms associated with returning products to us are set out in our Returns Policy www.myplayer.io/returns-policy
- 1.4. If a defect in materials and / or workmanship occurs in respect of a product that has the benefit of this warranty anywhere in the world within the appropriate warranty period set out above, we will provide the technical support described in clause 3 and, where we determine that the defect complained of has the benefit of this warranty, we will provide the relevant remedy set out in clause 4.
- 1.5. Please note in all cases we reserve the right to inspect the product and verify the defect complained of and the validity of the warranty claim – this will typically involve our Product Repair Centre performing an internal inspection to verify the validity of the warranty claim.
- 1.6. The warranty described in this warranty document is provided to all purchasers, regardless of where in the world the product with the benefit of this warranty is purchased.
- 1.7. Any phrase in this warranty document introduced by the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8. We will provide warranty service with reasonable skill and care.

2. Matters not covered under our manufacturer’s warranty

- 2.1. The warranty in clause 1 does not apply to any defects in materials and / or workmanship caused by or arising from:
 - 2.2. fair wear and tear;
 - 2.3. wilful damage, misuse and abuse, abnormal storage or working conditions, accident, negligence by you or by any third party;
 - 2.4. use of non-approved accessories or components;
 - 2.5. failure to operate, use, store or maintain the products in accordance with the user instructions (including the use of incorrect power supplies); or



- 2.5.1. any alteration or repair by you or by a third party who is not one of our authorised repairers without our prior written consent.
 - 2.6. **IMPORTANT:** Loss or corruption of data. Please ensure that you back up all data prior to submitting your product for warranty service because data back up is not provided as part of the warranty service and your data may be wiped, lost or corrupted during the performance of warranty service.
 - 2.7. **Screen Pixels:**
 - 2.7.1. Pixels can fail during normal product life. One pixel failure (as described below) during each year of operation is considered normal and not a cause for concern or a warranty claim.
 - 2.7.2. A normal 7" or 8.5" LCD panel contains 336,960 pixels. Larger screens have considerably more. One pixel failure = 0.00003% failure rate or better.
 - 2.7.3. Any warranty claims in respect of pixel failure will be rejected where the level of pixel failure is within the tolerances described in this clause 2.3.
- 3. **Product and Technical Support**
 - 3.1. We will during the applicable warranty period detailed in clause 1.2 above provide technical support and assistance via our Product Support team.
 - 3.2. The Product Support email address is team@myplayer.io. Hours of operation are 9am to 5pm GMT / BST (as appropriate), Monday - Friday. The Product Support Centre's address is MyPlayer, Arch 12, Raymouth Road, London, SE16 2DB.
 - 3.3. Experts are available to provide technical support and assistance in respect of all **products within the standard MyPlayer product lines.**
- 4. **Remedies available in respect of a valid warranty claim**
 - 4.1. If following receipt and review of your product we agree that the defect complained of has the benefit of the warranty set out in this document, then:
 - 4.2. For warranty claims made within 28 days of purchase.
 - 4.2.1. We will at our absolute discretion provide a full refund of the price paid – subject always to deduction as permitted under our Returns Policy www.myplayer.io/returns-policy for the product or provide a new replacement product, in each case once the defective product has been returned to the Product Support Centre under the standard return procedure.
 - 4.2.2. Any missing components or accessories or customer induced damage may be charged back to You or deducted from any refund issued.
 - 4.2.3. All refunds will be processed in accordance with our www.myplayer.io/returns-policy
 - 4.3. For warranty claims made within 29 days – 365 days of purchase.
 - 4.3.1. All products falling into this category will at our absolute discretion either be repaired or replaced; you will not be eligible for a refund.
 - 4.3.2. Warranty claims are deemed to be “made” on the date they are first reported to our Product Support Centre, as appropriate – please see clause 5 for more details.
 - 4.3.3. All repaired products and replacement products shall retain the benefit of the warranty period remaining in respect of the original product.



4.3.4. In the event that we issue a replacement product under this warranty we will provide a product with similar features and functionality in the event that your original product is no longer part of our current model range or we do not have replacements available.

5. How to make a claim under this manufacturer's warranty

5.1. Within 0-365 days of purchase: Contact our Product Support Centre, and we will be pleased to assist. Depending on your location, we may direct you to our nominated in-country support provider for assistance.

6. General

6.1. If a court finds part of this warranty document illegal, the rest will continue in force. Each of the clauses of this warranty operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

7. Our liability:

7.1. We accept no liability for loss or corruption of data which occurs during the performance of warranty service, and such liability is hereby excluded. It is your responsibility to back up the data on your product.

7.2. Your sole remedy under this warranty shall be for repair, replacement or refund as determined in accordance with the terms of this warranty. We shall not otherwise have any liability to you for any losses, liability, costs, claims, demands, damages or expenses arising under or in connection with this warranty, whether in contract, tort (including negligence), breach of statutory duty, or otherwise; and

7.2.1. In the event that the exclusion in clause 6 is held to be ineffective or unenforceable for any reason, our maximum liability to you arising out of or in connection with this warranty shall not exceed the price paid by you for the relevant product to which the relevant claim under this warranty relates.

7.2.2. We shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this warranty; and

7.2.3. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

8. Variation & entire agreement:

8.1. This warranty document constitutes the entire agreement between us in relation to our manufacturer's warranty and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to our manufacturer's warranty.

8.2. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) in relation to our manufacturer's warranty that is not set out in this warranty document. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this warranty document.

8.3. The warrantor under the warranty set out in this document is:



- 8.3.1.** MyPlayer Limited, a company registered in England and Wales. Company registration number 11155327. Registered office: Arch 12, Raymouth Road, London, SE16 2DB, England.
- 8.3.2.** How to contact us.
 - 8.3.2.1.** You can contact us by writing to us at team@myplayer.io and MyPlayer Limited, Arch 12, Raymouth Road, London, SE16 2DB, England.
 - 8.3.2.2.** If you would like technical support or assistance, please contact our Product Support Centre: team@myplayer.io. Hours of operation are 9am to 5pm GMT / BST (as appropriate), Monday - Friday. The Product Support Centre's address is Arch 12, Raymouth Road, London, SE16 2DB, England.
 - 8.3.2.3.** This warranty document shall be governed by and construed in accordance with the laws of England and Wales.

