



VUDU, Inc.
2901 Tasman Drive, Suite 101
Santa Clara, CA 95054

VUDU, Inc.

LIMITED ONE (1) YEAR WARRANTY

VUDU warrants your VUDU Box and any included accessories (“VUDU Equipment”) against defects in materials and workmanship for a period of one (1) year after the date of purchase.

LIMITED WARRANTY

VUDU'S LIMITED WARRANTY EXTENDS ONLY TO THE ORIGINAL CONSUMER PURCHASER OR ANY PERSON RECEIVING THE VUDU EQUIPMENT AS A GIFT FROM THE ORIGINAL CONSUMER PURCHASER AND TO NO OTHER PURCHASER OR TRANSFEREE. THIS WARRANTY DOES NOT EXTEND TO COMMERCIAL USERS. COMMERCIAL USERS TAKE THE VUDU EQUIPMENT AS IS, WHERE IS, WITH ALL FAULTS. THE VUDU EQUIPMENT IS NOT AUTHORIZED FOR USE OUTSIDE THE UNITED STATES AND ANY SUCH USE VOIDS THIS WARRANTY.

LIMITED CONTENT ONE (1) YEAR WARRANTY

If VUDU has to repair or replace your VUDU Equipment, or if content is lost due to a failure of the hard drive in the VUDU Equipment, VUDU will, to the best of its ability and within the rights granted to it by its content licensors, replace all purchased (but not rented) movies or other purchased (but not rented) entertainment content that you acquired from VUDU and that is or are stored on your VUDU Equipment (“Content”), for a period of one (1) year from the date of such Content’s purchase.

LIMITATION OF IMPLIED WARRANTIES

ALL WARRANTIES IMPLIED BY LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

EXCLUSIVE REMEDY FOR VUDU EQUIPMENT

AT THE OPTION OF VUDU, THE VUDU EQUIPMENT WILL BE REPAIRED OR REPLACED WITH A NEW, REPAIRED, REFURBISHED, OR COMPARABLE PRODUCT (WHICHEVER VUDU DEEMS AS NECESSARY) IF IT BECOMES DEFECTIVE OR INOPERATIVE. IF VUDU CANNOT REASONABLY REPAIR OR REPLACE THE VUDU EQUIPMENT THEN VUDU MAY, AT ITS SOLE DISCRETION, REFUND THE ORIGINAL PURCHASE PRICE OR THE CURRENT RETAIL PRICE OF THE VUDU EQUIPMENT. IF VUDU CHOOSES TO REPAIR OR REPLACE THE VUDU EQUIPMENT, OR TO REFUND THE PURCHASE PRICE, THIS WILL BE THE EXCLUSIVE REMEDY.

THE ABOVE WARRANTIES ARE SUBJECT TO ALL CONDITIONS LISTED BELOW:

1. You must have proof of purchase to receive warranty service. A sales receipt

or other document showing that you purchased the VUDU Equipment is considered proof of purchase.

2. Warranty coverage begins the day you purchase the VUDU Equipment.

3. You will be responsible for the cost of shipping to the service location designated by VUDU.

4. All VUDU Equipment and Content, including replacement products, are covered only for the original warranty period. When the warranty on the original product expires, the warranty on the replacement product also expires.

5. In the case of a paid repair: at the option of VUDU, the VUDU Equipment will be repaired or replaced with a new, repaired, refurbished, or comparable product (whichever VUDU deems as necessary).

WHAT THESE WARRANTIES EXCLUDE

Your warranties do NOT cover:

1. Labor charges for installation or set-up of the VUDU Equipment.

2. Repairs or replacement due to misuse, accident, lightning damage, unauthorized repair, or other causes not within the control of VUDU.

3. Any modifications or other changes to the VUDU Equipment, including but not limited to software or hardware modification in any way other than as expressly authorized by VUDU, will void these limited warranties. Except in the

case of hardware or software provided by VUDU, installing modifications, “hacks,” or utilizing service access or “back doors” will void these limited warranties.

4. Reception or transmission problems caused by signal conditions, Internet connection problems, or any other communication systems outside the unit.

5. Any VUDU Equipment that has been modified or adapted to enable it to operate in any country other than the country for which it was designed, manufactured, approved, and/or authorized, or repair of VUDU Equipment damaged by these modifications.

6. Any VUDU Equipment used for commercial or institutional purposes.

7. The continued provisioning of any of the programming and other services delivered through the VUDU Equipment including but not limited to movies, movie information, program guide data, and special features.

MAKE SURE YOU KEEP...

Please keep your sales receipt and any other documentation showing proof of purchase. Also, keep the original box and packaging material in case you need to return your VUDU Equipment.

TO GET WARRANTY SERVICE

Warranty service will be provided by VUDU. If you believe you need service for your VUDU Equipment, please contact VUDU at support@vudu.com or call Customer Care at 1-888-554-VUDU



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(8838). A representative may go through a diagnostic checklist with you. If it is determined that the product needs to be returned for service or exchange, you will receive a return authorization number. A VUDU representative will give you complete shipping details.

TO GET OUT-OF-WARRANTY SERVICE

To obtain out-of-warranty service, please contact VUDU at support@vudu.com or call Customer Care at 1-888-554-VUDU (8838) for information on the possibility of and any costs for repair or replacement of out-of-warranty products.

No agent, company, dealer, distributor, or person is authorized to change, modify, or extend the terms of these warranties in any manner.

EXCLUSIVE REMEDIES

WITH THE EXCEPTION OF ANY WARRANTIES IMPLIED BY THE LAW OF ANY STATE OF THE U.S.A., THIS EXPRESS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, AGREEMENTS AND SIMILAR OBLIGATIONS OF VUDU. REPAIR OR REPLACEMENT AS PROVIDED IN THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY.

LIMITATION OF LIABILITY

IN NO EVENT WILL VUDU BE LIABLE FOR ANY AMOUNT GREATER THAN THE RETAIL PRICE OF THE VUDU

EQUIPMENT. VUDU SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THE VUDU EQUIPMENT.

Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights and you may also have other rights which vary from State to State.