

Fitbit.com 45 Day Satisfaction Guaranteed Return Policy

If you are unsatisfied with your purchase from Fitbit.com for any reason, you have 45 days from the date of purchase to request a full refund. You may return any Product (as defined below) purchased on Fitbit.com in accordance with the terms below, excluding subscription purchases such as Fitstar and Fitbit Premium.

[Click here](#) and follow the prompts to return product(s) that were purchased on Fitbit.com. To qualify for a refund, all the following conditions must be met:

To qualify for a refund, all the following conditions must be met:

- A return authorization must be requested within 45 days of your purchase date. [Click here](#) to start the return process and request a return authorization.
- You must return the Product to Fitbit to receive a refund. Returned Product(s) must be in good physical condition (not physically broken or damaged). All accessories originally included with your purchase must be included with your return.
- The return authorization number must be included along with your returned product.

Still have questions about your return? [Contact customer service here](#).

Additional terms and conditions:

- Products purchased in November and December can be returned through January 31 of the following year or 45 days from the date of purchase, whichever is longer.

- Shipping and handling charges, gift wrap fees, and taxes paid (such as state, customs, or VAT) are not refundable.
- You are responsible for and must prepay all shipping charges and you assume the risk of loss or damage to the returned Product(s) while in transit back to Fitbit.
- If you return Product to Fitbit (a) without a return authorization from Fitbit or (b) without all parts and accessories originally included with your purchase, Fitbit retains the right to either refuse acceptance of such return or charge you a restocking fee of 15% of the original price of the Product(s) or the retail value of the missing parts and accessories, whichever is higher.
- Fitstar purchases are final and non-refundable. See the [Fitstar Terms of Use](#) for more details.
- Fitbit Premium purchases are subject to the [terms specific to Fitbit Premium](#). See those terms for more details.

Limited Product Warranty

LIMITED PRODUCT WARRANTY

Fitbit warrants to the original purchaser that your Fitbit-branded device and Fitbit-branded device accessories (collectively, the "Product") shall be free from defects in materials and workmanship under normal use for a period of one (1) year from the date of purchase, except that if you reside in the European Economic Area (EEA) and you purchased your Fitbit product in the EEA, the warranty period is two (2) years from the date of purchase (the "Warranty Period").

REMEDIES

If such a defect arises and a return authorization request is received by Fitbit within the applicable Warranty Period, Fitbit will, at its option and to the extent permitted by law, either (1) repair the Product at no

charge, using new or refurbished replacement parts or (2) replace the Product with a new or refurbished Product. In the event of such a defect, to the extent permitted by law, these are your sole and exclusive remedies. Shipping and handling charges may apply except where prohibited by applicable law. This Limited Product Warranty is valid only in the jurisdictions where the Products are sold by Fitbit itself or through its authorized reseller or agent and is valid to the extent permitted by the applicable laws of such jurisdictions. Any replacement Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, or for any additional period of time that may be required by applicable law.

HOW TO OBTAIN WARRANTY SERVICE

To obtain warranty service, a return authorization must be requested from our customer service team. To request a return authorization, please contact Customer Service [here](#). The return authorization number must be included along with your returned product. You must deliver the Product, in either its original packaging or packaging providing an equal degree of protection, to the address specified by Fitbit. As may be required by applicable law, Fitbit may require you to furnish proof of purchase details and/or comply with other requirements before receiving warranty service. It is your responsibility to backup any data, software, or other materials you may have stored or preserved on the Product. It is likely that such data, software, or other materials will be lost or reformatted during warranty service, and Fitbit will not be responsible for any such loss. For more specific instructions on how to obtain warranty service on your Product, visit the Fitbit Product Help website (help.fitbit.com).

EXCLUSIONS AND LIMITATIONS

Fitbit does not warrant that the operation of the Product will be uninterrupted or error-free. This Limited Product Warranty does not cover software embedded in any Product and related services provided by Fitbit. See the Fitbit [Terms of Service](#) for details of your rights with respect to use of the software and related services.

This Limited Product Warranty applies only to the original purchaser of the Product that was purchased from an authorized reseller or sales channel and manufactured by or for Fitbit that can be identified by an authorized “Fitbit” trademark, trade name, or logo affixed to it. Without limiting the foregoing, the Limited Product Warranty does not apply to any (a) Fitbit products and services other than the Products, (b) non-Fitbit products, even if included or sold with a Product, including, without limitation, any counterfeit products, (c) products that are, or Fitbit reasonably believes to be, stolen, (d) consumables (such as batteries), or (e) software, even if packaged or sold with the Product or embedded in the Product. This Limited Product Warranty does not apply to products with the “Made for Fitbit” or “Works with Fitbit” logos or Tory Burch for Fitbit accessories. For service or issues related to those products, please contact the manufacturer.

This warranty does not apply to a Product or part of a Product that has been serviced, altered, refurbished, or modified by anyone who is not authorized by Fitbit, nor does it apply to any cosmetic damage such as scratches and dents. In addition, this Limited Product Warranty does not apply to damage or defects caused by (a) use with non-Fitbit products; (b) accident, abuse, misuse, mishandling, flood, fire, earthquake or other external causes; (c) normal wear and tear or

aging of the Product such as discoloration or stretching; or (d) operating the Product (i) outside the permitted or intended uses described by Fitbit, (ii) not in accordance with instructions provided by Fitbit, or (iii) with improper voltage or power supply.

No Fitbit reseller, distributor, agent or employee is authorized to make any modification, extension, or addition to this Limited Product Warranty. If any term contained herein is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

IMPLIED WARRANTIES

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. Some jurisdictions do not allow limitations on the duration of an implied warranty, so the above limitation may not apply to you.

LIMITATION OF DAMAGES

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, FITBIT SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE OR DATA, RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONDITION OR UNDER ANY OTHER LEGAL THEORY, EVEN IF FITBIT HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to you.

GOVERNING LAW

This Limited Warranty shall be governed by the laws of the State of California, USA, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

NATIONAL STATUTORY RIGHTS

CONSUMERS IN SOME JURISDICTIONS MAY HAVE LEGAL RIGHTS UNDER APPLICABLE NATIONAL LEGISLATION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING, WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44. THESE RIGHTS ARE NOT AFFECTED BY THE WARRANTIES IN THIS LIMITED WARRANTY.