

LIMITED HARDWARE WARRANTY AND LIABILITY

LeapFrog Enterprises, Inc. (“LeapFrog”) warrants to the original purchaser that the hardware shall be free from material defects in material and workmanship for a period of (i) three (3) months from the original purchase date for hardware other than LeapPad tablets; and (ii) one (1) year from the original date of purchase for LeapPad tablets (each period is a "Warranty Period").

If the product is determined to be materially defective during the Warranty Period, your sole remedy and LeapFrog’s sole and exclusive liability under this warranty shall be limited to the repair or replacement of the product with a new or refurbished product at LeapFrog’s option. For purpose of this Limited Hardware Warranty and Liability, "refurbished" means a product that has been returned to its original specifications.

In the event that LeapFrog repairs or replaces your product under warranty, the repair or replacement will remain covered by this warranty for the remainder of the Warranty Period or, where the Warranty Period has expired, for thirty (30) days from the date that the product is returned to you.

All warranty claims are subject to LeapFrog’s: (i) receipt of notice of a defect within the warranty period; (ii) verification of the existence of the defect in the product; and (iii) receipt of valid proof of the purchase date.

This warranty is void and will not apply if the product is:

- Used with other products that are not compatible with the product;
- Modified or tampered with;
- Used for commercial purposes (including rentals);
- Damaged by accident, unreasonable use, neglect, abuse, misuse or other reasons unrelated to defective materials or workmanship;
- Immersed in water;
- Damaged by improper installation and/or battery leakage;
- Damaged by improper service and/or attempted service;
- Damaged such that the serial number altered, defaced or removed;
- Used in a manner for which it is not designed; or
- Used with products not sold or licensed by LeapFrog, including, but not limited to, adaptors and power supply devices.

Email support@leapfrog.com to contact the LeapFrog Consumer Service Department about warranty issues. Before returning a product to LeapFrog, notify the LeapFrog Consumer Service Department. If the service representative is unable to solve the problem, you will be provided with instructions as to how to have the product repaired or replaced. If LeapFrog believes that there may be a valid warranty claim and confirms the original date of purchase for the product, LeapFrog will provide you instructions for returning the product.

You understand and acknowledge that in the event that you return your product for repair, it may become necessary for LeapFrog to provide certain services to your hardware to ensure it is

functioning properly. Such services may include the installation of the latest software or firmware updates. You acknowledge and agree that some services could change your current settings, cause a removal of cosmetic stickers, product skins or accessories, cause a loss of data or content or cause some loss of functionality. You should also remove any skins or accessories from your hardware before you send the hardware in for service. LeapFrog is not liable for damages resulting from your failure to comply with the foregoing or any instructions provided to you by LeapFrog. LeapFrog reserves the right to refuse service or void the warranty of any hardware that has been modified or tampered with.

THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING QUEBEC AND SASKATCHEWAN, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LEGAL OR IMPLIED WARRANTIES. THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING QUEBEC, DO NOT ALLOW THE LIMITATION OF CERTAIN REMEDIES AND/OR DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

THIS WARRANTY IS PROVIDED TO YOU IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR THE HARDWARE, WHICH ARE DISCLAIMED HEREUNDER. HOWEVER, IF SUCH WARRANTIES ARE REQUIRED AS A MATTER OF LAW, THEN THEY ARE LIMITED IN DURATION TO THE WARRANTY PERIOD AS PERSCRIBED BY LOCAL LAW.

YOUR SOLE AND EXCLUSIVE RECOURSE IN THE EVENT OF ANY DISSATISFACTION WITH OR DAMAGE ARISING FROM THE USE OF THE HARDWARE OR REPAIR OF THE HARDWARE AND LEAPFROG'S MAXIMUM LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE HARDWARE. IN NO EVENT WILL LEAPFROG BE LIABLE FOR ANY LOSS OF DATA, LOSS OF PROFIT OR ANY OTHER LOSS OR DAMAGE SUFFERED BY YOU OR ANY THIRD PARTY, WHETHER SUCH DAMAGES ARE DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL AND ARISING UNDER ANY THEORY OF LAW FOR YOUR USE OF THE HARDWARE.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province. This warranty is valid only in the United States and Canada. The warranty offered by LeapFrog is the same whether or not you register your product.

You will also have a three (3) month warranty from the date of delivery for media on which software is delivered (e.g. cartridge or cd rom). However, this warranty does not apply to software, including, but not limited to, software that is pre-installed in the hardware, or is subsequently provided via updates or upgrade releases. Such software is licensed to you under the terms and conditions of a separate software license agreement.