



ST3

IMPORTANT PRODUCT INFORMATION

AVA ST3 STREAMER

ATTENTION: ALL INFORMATION IN THIS DOCUMENT MAY CHANGE WITHOUT NOTICE.
For the latest product information guide please go to www.ava.com/legal.

AVA INNOVATIONS AG - TERMS AND CONDITIONS (U.S. AND REST OF THE WORLD, INCLUDING EUROPE)

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These Terms and Conditions ("Terms", "Terms and Conditions") govern your relationship with AVA Mobile Applications, the AVA Remote and any other AVA branded offering (the "Product") operated by AVA Innovations AG ("us", "we", or "our"). Please read these Terms and Conditions carefully before using the Product. Your access to and use of the Product is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all users, visitors and others who access or use the Product. By accessing or using the Product you agree to be bound by these Terms. If you disagree with any part of the Terms then you may not use the Product.

Purchases

If you wish to purchase any product, offering or service made available through the Product ("Purchase"), you may be asked to supply certain information relevant to your purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any purchase; and that (ii) the information you supply to us is true, correct and complete.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of purchases. We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: Product or product availability, errors in the description or price of the Product or product, error in your order or other reasons. We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

Availability, Errors and Inaccuracies

We are constantly updating our Product. The Products available may be incorrectly priced, described inaccurately, or unavailable, and we may experience delays in updating information on the Product and in our advertising on other web sites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability relating to the Product. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Provision of Services

You agree and acknowledge that AVA Innovations AG is entitled to modify, change, adapt, improve or discontinue any of its services at its sole discretion and without notice to you even if it may result in you being prevented from accessing any information contained in it. Furthermore, you agree and acknowledge that AVA Innovations AG is entitled to provide services to you through subsidiaries or affiliated entities.

Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Product may be governed by rules that are separate from these Terms. If you participate in any Promotions, please review the applicable rules. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

Content

Our Product allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post to or with the Product, including its legality, reliability, and appropriateness.

By posting Content to the Product, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Product. You retain any and all of your rights to any Content you submit, post or display on or through the Product and you are responsible for protecting those rights. You agree that this license includes the right for us to make your Content available to other users of the Product, who may also use your Content subject to these Terms.

You represent and warrant that: (i) the Content is yours (you legally own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your Content on or through the Product does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Product.

You are responsible for safeguarding the password that you use to access the Product

and for any activities or actions under your password, whether your password is with our Product or a third-party Product.

You agree not to disclose your password to any third-party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar, misleading or obscene.

Information Collection

When you use our Product, information will be collected related to how / when / where the Product is used and what other products, services, offerings are used with the Product. Moreover, the Product may collect information on the habits of the user on a daily basis including time when the user is at home, away, in certain locations around the home, partaking in certain activities as able to be determined by the Product or third-party products that communicate with the Product. The extent of the information collected is not limited to the aforementioned. By using the Product, you acknowledge that any input, use, behavior, activity, function stated or otherwise may be collected. Such information will be used to understand how our Product is used. We may use this information to improve the performance, features, and capabilities of our Product. We reserve the right to share this information with our development, technology and strategic partners to improve the development of any product, service or offering that can be connected to our "Product" implicitly or explicitly. Finally, we reserve the right to sell said information to relevant parties at our discretion.

No Unlawful or Prohibited Use

While using the Product, you may NOT do the following: take any action that imposes an unreasonable large load on the infrastructure of the Product or AVA Innovations AG's systems or networks, or any systems or networks connected to the Product or to AVA Innovations AG; Transmit any information, file, or software that contains, but not limited to, a virus, Trojan horse, worm, adware, spyware, or any other harmful software program or program element.

Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Product infringes the copyright or other intellectual property infringement ("Infringement") of any person.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Product, you must submit your notice in writing to the attention of "Copyright Infringement" of support@ava.com and include in your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs, court fees and attorneys' fees) for misrepresenting that any content is infringing your copyright.

Intellectual Property

The Product and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of AVA Innovations AG and its licensors. The Product is protected by copyright, trademark, and other laws of both the Switzerland and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of AVA Innovations AG. You may only view and make a single copy of portions of this content for personal, non-commercial, offline use. Content may not be sold, reproduced, or distributed without our written permission. Any third-party trademarks, service marks and logos are the property of their respective owners. Any further rights not specifically granted herein are reserved.

You agree that you are bound by the license agreement of AVA Innovations AG. AVA Innovations AG. provides its license agreement online: www.ava.com/legal

Links To Other Web Sites

Our Product may contain links to third-party web sites or products that are not owned or controlled by AVA Innovations AG.

AVA Innovations AG. has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that AVA Innovations AG shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the Terms and conditions and privacy policies of any third-party web sites that you visit.

Termination

The Terms of this agreement will continue to apply in perpetuity until terminated by either party without notice at any time for any reason. Terms that are to continue in perpetuity shall be unaffected by the termination of this agreement. We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Upon termination, your right to use the Product ceases immediately. If you wish to terminate your account, you may simply discontinue using the Product.

Limitation Of Liability

In no event shall AVA Innovations AG, nor its directors, employees, partners, agents, suppliers, investors, subsidiaries, or affiliates be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability

to access or use the Product; (ii) any conduct or content of any third-party on the Product; (iii) any content obtained from the Product; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Furthermore, in no event shall AVA Innovations AG nor its directors, employees, partners, agents, suppliers, investors, subsidiaries, or affiliates be liable for any indirect, direct, incidental, special, consequential or punitive damages, including without limitation, damage to any personal property including but not limited to third-party products controlled by the Product, any real property, injury, casualty, loss of life related to or resulting from your access to or use of the Product.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall AVA Innovations AG's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00).

Product Disclaimer

USE THE PRODUCT ONLY AS INSTRUCTED. The Product may include materials known to be harmful if tampered with, handled incorrectly or used by individuals with certain health conditions. Persons with pace makers are advised NOT to use the Product as magnets within the Product may interfere with such health equipment. Users may NOT dismantle the Product. Tampering with and misuse of the product can result in serious injury or loss of life. The Product contains an AC to DC power supply. Due to the danger of high-voltage, only use the power supply as directed. The Product is only certified to be used with the power supply provided in the box OR Power-over-Ethernet (PoE) according to the standard IEEE802.3AF. Do only use PoE in combination with Power Sourcing Equipment (PSE) according to the standard IEEE802.3AF. Improper use of the Product and any of its components can result in serious injury or loss of life. The Product has been certified to meet the specification of governing boards for EMC and Radiated Emissions in regions where the Product is sold. However, AVA Innovations AG cannot guarantee that the Product will protect against interference of other RF devices in all circumstances. The Product may work in a limited fashion if certain environmental conditions are met. AVA Innovations AG is not responsible for limited product performance if such conditions occur. Conditions could include but are not limited to direct sunlight shining on the Product, excessive heat or cold outside the operating limits advised by AVA Innovations AG, excessive moisture, and other conditions. The Product should be kept at a distance from the body. AVA Innovations AG is not responsible for any injury or loss that may occur from long term exposure to skin and body mass.

Wear and Tear

AVA Innovations AG cannot guarantee the upkeep of the fit and finish of the Product. AVA Innovations AG is therefore not liable for scratches and damages caused by the use of the Product including but not limited to drops, liquid spills, scratches, cracks, paint peels, loose mechanical components and contact with other materials including cleaning materials. Over time the Product could wear down over use including but not limited to dead pixels, worn out tact switches & buttons, pins and pads for charging.

AVA Innovations AG cannot cover wear and tear beyond what is expressly covered in The Product Warranty. Read the Warranty carefully to understand what is covered.

Force Majeure

AVA Innovations AG will not be responsible for any delay or failure in any performance due, without limitation, to acts of God, war, warlike conditions, blockade, embargoes, riots, governmental restriction, labor disturbances, free beer, unavailability of anticipated usual means of supplies, transportation or loading facilities, wrecks, epidemics, quarantine, fire, flood, earthquake, explosion, any unforeseen change in circumstances, or any other causes beyond its reasonable control.

Disclaimer of Warranties

Your use of the Product is at your sole risk. The Product is provided on an "AS IS" and "AS AVAILABLE" basis. AVA Innovations AG does not make any express or implied warranties, endorsements or representations whatsoever as to the operation of the AVA Innovations AG website, information, content, materials, or Products. This shall include, but not be limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement, and warranties that access to, or use of, the service will be uninterrupted or error-free or that defects in the service will be corrected.

AVA Innovations AG its subsidiaries, affiliates, and its licensors do not warrant that a) the Product will function uninterrupted, be secure or be available at any particular time or location; b) any errors or defects will be corrected; c) the Product is free of viruses or other harmful components; or d) the results of using the Product will meet your requirements.

Jurisdiction

These Terms shall be governed and construed in accordance with the exclusive jurisdiction of the courts of the country, state, providence or territory determined solely by AVA Innovations AG to resolve any legal matter arising from the agreement or related to your use of the Product. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Product, and supersede and replace any prior agreements we might have between us regarding the Product.

Governing law

This Agreement and the relationship between you and AVA Innovations AG, and all Transactions on the Services shall be governed by the laws of Switzerland, excluding its conflicts of law provisions. You and AVA Innovations AG agree to submit to the personal and exclusive jurisdiction of the courts located within the county of the State of Berne, Switzerland, to resolve any dispute or claim arising from this Agreement.

Entire Agreement

You understand and agree that the above Terms constitute the entire general agreement between you and AVA Innovations AG. You may be subject to additional Terms and conditions when you use, purchase or access other services, affiliate services or third-party content or material.

YOU WILL BE RESPONSIBLE FOR THE CONSEQUENCES OF ANY UNAUTHORIZED USE OF YOUR PRODUCT AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS AVA INNOVATIONS AG FROM ANY AND ALL CLAIMS, LIABILITIES AND DAMAGES ARISING FROM SUCH UNAUTHORIZED USE.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision to these Terms is essential, we will try to provide at least 10 days notice prior to any new terms taking effect. What constitutes an essential change will be determined at our sole discretion.

By continuing to access or use our Product after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Product.

Contact Us

If you have any questions about these Terms, please contact us at support@ava.com
IF YOU DON'T UNDERSTAND THESE TERMS & CONDITIONS PLEASE VISIT AVA.COM/LEGAL. THERE YOU FIND ALL THE INFORMATIONS IN YOUR LANGUAGE. IF YOU HAVE ANY QUESTION REGARDING THE IMPORTANT PRODUCT INFORMATION GUIDE, PLEASE CONTACT US AT SUPPORT@AVA.COM

REGULATORY INFORMATION



The symbol with the exclamation mark points to points that need special attention.

The lightning symbol warns of unprotected, live components or components inside the housing or contact dangerous connection points. Touching these components or connection points can be life-threatening. Cables that are connected to such connection points may only be connected by a specialist or connection-ready cables must be used. There are no user-serviceable parts in the device. Never open the device.



CE

This product is compliant with the CE directive. All returns must be made to the original place of purchase.



WEEE Notice

The Directive of Waste Electrical and Electronic Equipment (WEEE), which entered into force as European Law on 13th February 2003, resulted in a major change in the treatment of electrical equipment at end-of-life. The purpose of the directive is, as a first priority, the prevention of WEEE and in addition, to promote the reuse, recycling and other forms of recovery of such wastes as to reduce disposal. The WEEE logo on the product or on its box indicating collection for electrical or electronic equipment consist of the crossed out wheel bin, as shown below.

This product must not be disposed of or dumped with your other household waste. You are liable to dispose of all your electronic and electrical waste equipment by relocating over to the specified collection point for recycling of such hazardous waste. Isolated collection and proper recovery of your electronic equipment at the time of disposal will allow us to help conserve natural resources. Moreover, proper recycling of the electronic and electrical waste equipment will ensure safety of human health and environment. For more Information about electronic and electrical waste equipment disposal, recovery and collection points, please contact your local city center, household waste disposal service, shop from where you purchased the equipment, or the manufacturer of the equipment.

ROHS Compliance

This product is in compliance with Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 of the restriction of the use of certain hazardous substances in electrical and electronic equipment.

For All Products with Wireless Operation

AVA Innovations Inc hereby declares that this equipment is in compliance with the essential requirements and other relevant provisions of Directive 1999/5/EC, ErP 2009/125/EC Directive, RED Directive 2014/53/EU and RoHS 2-11/65/EU Directive, when installed and used in accordance with the manufacturer's instructions. The declaration of conformity may be viewed at www.ava.com.

Legal Disclaimer

This user guide contains information that is subject to change without notice. For the most updated information or questions, visit www.ava.com/legal or e-mail info@ava.com. AVA Innovations Inc. All Rights Reserved. AVA is a trademark of the AVA Innovations Inc. The Bluetooth word mark and logos are registered trademarks owned by Bluetooth SIG, Inc. and any use of such marks by the manufacturer is under license.

IOS is a trademark or registered trademark of Cisco in the U.S. and other countries and is used under license. Android is a trademark of Google Inc. All other company and product names mentioned may be trademarks or service marks of their respective owners. Mention of any third-party product is for informational purposes only and does not constitute an endorsement or recommendation. AVA Innovations Inc assumes no responsibility to these products' performance or use of.

Installation - Safety advice

Please follow the instructions in the User manual supplied.

- For your and the streamers' safety only use the power supplies as described in the Quick Setup Guide.
- Do not position the unit close to strong heat sources or in direct sunlight.
- The power plug should be removed from the socket during longer periods of non-use, for instance during an absence.
- Unplug the unit from the mains during storms. Voltage peaks through the mains power supply caused by lightning strikes can damage the unit.
- Never try to open or repair your AVA device. Always consult authorized service personal in case of defects that might require repair.
- Some AVA devices have built-in Li-ion battery. Please carefully check the rules for

correct handling and disposal in your country.

- There must be easy access to the power plug so that the unit can be unplugged at all times.
- Lay the power cable such that it cannot be damaged. The power cable should not have kinks or be laid over sharp edges. It should not be walked on or be exposed to any chemicals. The last point is valid for the whole unit. A power cable with damaged insulation can lead to electric shocks and represents a fire hazard.
- Never pull on the cable when plugging the unit in or out. Always hold the plug.
- Liquids, flammable or other objects should not be inserted in the unit's openings as this can lead to faults, fire or an electrical shock.
- Do not expose the device to splash water or high levels of humidity. Do not stand containers filled with liquid, e.g. flower vases, on the device.
- It is only designed for operation in temperate, non-tropical climates.
- Take note of and follow the safety advice on the following pages.

Safety measures

Read and take note of the following safety advice for your own safety and to avoid unnecessary damage to our equipment. Please keep this safety advice in a safe place for future reference. Avoid locating the unit in a position which: is exposed to direct sunlight / is directly next to a source of heat / has poor ventilation / has a dusty atmosphere / is unstable / has high humidity. The guarantee covers the intended usage of the unit.

High build-ups of dust and humidity cause creepage current in the unit that can cause a risk of shocks when touching the unit or lead to a fire. If you have moved the unit from a cold to a warm environment, leave it switched off for about two hours because of a possible build up of condensation dampness.

Protect your unit from: damp, dripping water and steam / impacts and mechanical loads / magnetic and electrical fields / cold, heat, direct rays of the sun and severe changes of temperature / dust / accesses to the inside of the device. Do not stand any articles with open flames, e.g. lit candles on the unit.

RF Exposure Requirements

To comply with FCC and Industry Canada exposure essential requirements, a minimum separation distance of 20cm (8 inches) is required between the equipment and the body of the user or nearby persons.

Volume

Loud music can cause hearing damage. Avoid extremes of volume, particularly over longer periods of time.

Supervision

Do not allow children to handle the equipment without supervision. Do not allow children in close proximity to the unit. Do not operate the unit without supervision. Unplug the

unit if you are going to be absent for a longer period of time.

Cleaning

The unit should be cleaned using just a damp, soft and clean cloth without any abrasive cleaning agents.

Limited Warranty Information

This warranty is extended only to the original end-use purchaser or the person receiving the AVA product as a gift and shall not be extended to any other person or transferee. Unless a different warranty period is stated in the Owner's guide provided with your AVA product, for a period of 2 years from the date of retail purchase by the original end-use purchaser, AVA warrants that this product, when delivered to you in new condition, in original packaging, from an AVA authorized reseller and used in normal conditions, is free from any defects in manufacturing, materials and workmanship.

This warranty does not cover defects resulting from improper or unreasonable use or maintenance; failure to follow operating instructions; accident; excess moisture; insects; lightning; power surges; connections to improper voltage supply; unauthorized alteration or modification of original condition; damages caused by inadequate packing or shipping procedures; loss of, damage to or corruption of stored data; damages caused by use with non- AVA products; product that requires modification or adaptation 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 products damaged by these modifications; and products purchased from unauthorized dealers.

During the warranty period, we will, at our sole option, repair or replace (using new or refurbished replacement parts) any defective parts within a reasonable period of time and free of charge. AVA will not pay for shipping, insurance or transportation charges from you to us, or any import fees, duties and taxes.

What you must do to obtain Limited Warranty Service

Return product, with proof of purchase from an authorized AVA dealer, using the following procedures:

1. Contact the AVA organization in your country/region (visit www.ava.com for AVA contact information in your country/region) for specific return and shipping instructions
2. Label and ship the product, freight prepaid, to the address provided by AVA in your country
3. Place any necessary return authorization number prominently on the outside of the carton. Cartons not bearing a return authorization number, where required, will be refused

Other conditions

The provisions of this limited warranty are in lieu of any other warranty, whether expressed or implied, written or oral, including any warranty of merchantability or fitness

for a particular purpose. AVA's maximum liability shall not exceed the actual purchase price paid by you for the product. In no event shall AVA be liable for loss of, damage to or corruption of stored data, or for special, incidental, consequential, or indirect damages howsoever caused including without limitation the replacement of equipment and property, and any costs of recovering, programming or reproducing any program or data stored in or used with your AVA product. This warranty is void if the label bearing the serial number has been removed or defaced.

Other legal rights

This limited warranty gives you specific legal rights, and you also may have other rights that vary from state to state or country to country. Some places do not allow limitations on implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully and contact the manufacturer if you have any questions.



You have made it through the important product information. Time to stream the day away.

