

# MEEM

**Welcome to MEEM**  
Quick Start & One Year Warranty





## Quick Start

The first time that you use your MEEM please ensure that your device is connected to Wi-Fi.

Plug the MEEM cable into your device and the other end into a USB power source as you would normally do to charge your device.

The MEEM App will automatically download to the device. (If it does not then the App is available at the App Store on iTunes (iOS) or the Google Play Store (Android)).

For further information, within in the MEEM App click on Menu (three horizontal lines) followed by Help. Alternatively download the User Guide at

Android

[www.meemmemory.com/  
androiduserguide](http://www.meemmemory.com/androiduserguide)

iPhone

[www.meemmemory.com/iosuserguide](http://www.meemmemory.com/iosuserguide)

# **MEEM Memory Ltd. One (1) Year Warranty**

## **UNITED KINGDOM**

### **(AND JURISDICTIONS OTHER THAN THE USA)**

**IF YOU ARE A CONSUMER (AS DEFINED IN CONDITION 2.7), THIS WARRANTY IS IN ADDITION TO YOUR LEGAL RIGHTS IN RELATION TO PRODUCTS WHICH ARE FAULTY OR NOT AS DESCRIBED. ADVICE ABOUT YOUR LEGAL RIGHTS IS AVAILABLE FROM YOUR LOCAL CITIZENS' ADVICE BUREAU OR TRADING STANDARDS OFFICE.**

**THIS WARRANTY SHALL COMMENCE FROM THE DATE OF PURCHASE OF THE MEEM PRODUCT BY THE ORIGINAL END-USER PURCHASER.**

#### **1. WARRANTY**

**1.1.** MEEM's warranty obligations are limited to the terms set forth below. MEEM Memory Limited (Company No. 10058697) of 7 Jardine House, Bessborough Road, London HA1 3EX, United Kingdom ("MEEM"), warrants this MEEM hardware product ("MEEM Product") against defects in materials and workmanship for a period of ONE (1) YEAR from the date of retail purchase by the original end-user purchaser ("Warranty Period").

**1.2.** If a hardware defect arises in respect of the MEEM Product and a valid claim is received within the Warranty Period then you are entitled under this Warranty to:

**(a)** upto thirty (30) days from the date of delivery of the MEEM Product: if your MEEM Product is faulty, a refund;

**(b)** up to six (6) months from the date of delivery of the MEEM Product: if your faulty MEEM Product can't be repaired or replaced within a reasonable time and without significant inconvenience to you, or if the MEEM Product is faulty after one repair or replacement by MEEM, a full refund; and

**(c)** for the remainder of the Warranty Period: if your faulty MEEM Product can't be repaired or replaced within a reasonable time and without significant inconvenience to you, or if the MEEM Product is faulty after one repair or replacement, a refund of either an appropriate price reduction or (if you want to reject the MEEM Product) the full price less a deduction for use to take into account the use you have had of the MEEM Product.

**1.3.** Any repair or replacement of the MEEM Product shall be at no charge to you.

**1.4.** We will not be required to repair or replace a MEEM Product if that remedy (the repair or replacement) is impossible or disproportionate to the other of those remedies.

**1.5.** If you request or agree to the repair or replacement of the MEEM Product during the 30 day period detailed in paragraph 1.2. **(a)** above, the period will stop running for the length of the waiting period and if the repaired or replacement MEEM Product is defective, the period is extended to 7 days after the waiting period ends or (if later) the 30 day period extended by the waiting period.

**1.6.** When a MEEM Product or part is exchanged, any replacement item becomes your property and the replaced item becomes MEEM's property. When a refund is given, the MEEM Product for which the refund is provided must be returned to MEEM and becomes MEEM's property.

#### **2. CONDITIONS**

**2.1.** This Warranty applies only to hardware products manufactured by or for MEEM that can be identified by the "MEEM" trade mark, trade name, or logo affixed to them. This Warranty applies only to MEEM Products sold in the United Kingdom, United States, Canada, Germany and France to the original end-user. Your rights as a consumer in any other country will be subject to the laws of that country.

**2.2.** The Warranty does not apply to any non-MEEM hardware products or any software, even if packaged or sold with the MEEM Product. Manufacturers, suppliers, or publishers, other than MEEM, may provide their own warranties to the end-user purchaser and the terms of those warranties generally govern your rights in relations to such hardware products or software. Software distributed by MEEM with or without the MEEM brand name (including, but not limited to system software) is not covered under this Warranty. Please refer to the licensing agreement accompanying the software for details of your rights with respect to its use.

**2.3.** MEEM does not warrant that the operation of the MEEM Product will be uninterrupted or error-free.

**2.4.** MEEM is not responsible for damage arising from failure to follow instructions relating to the MEEM Product's use.

**2.5.** This Warranty does not apply: **(a)** to damage caused by use of the MEEM Product with non-MEEM software; **(b)** to damage caused by fair wear and tear, abnormal storage conditions, incorrect use, accident, abuse, misuse, flood, fire, earthquake or other external causes; **(c)** to damage caused by operating the MEEM Product outside the permitted or intended uses described by MEEM; **(d)** to a MEEM Product that has been modified to alter functionality or capability without the written permission of MEEM; **(e)** to damage caused by the failure to operate the MEEM Product in accordance with the MEEM User Guide; or **(f)** to damage caused by using the MEEM Product for a purpose other than its original intended purpose.

**2.6.** The Warranty is conditional upon evidence to the reasonable satisfaction of MEEM of retail purchase of the MEEM Product by the original end-user purchaser.

**2.7.** For the purposes of this Warranty, an end-user is a 'Consumer' if the end-user is an individual acting for purposes wholly or mainly outside their trade, business, craft or profession.

**Paragraph 2.8. only applies if you are not a Consumer.**

**2.8.** If the end-user is not a Consumer: **(a)** then except as expressly stated in this Warranty, MEEM does not give any representation, warranties or undertakings in relation to the MEEM Product; and **(b)** any representation, condition or warranty which might be implied or incorporated into this Warranty by statute, common law or otherwise is excluded to the fullest extent permitted by law.

**2.9.** Nothing in this Warranty excludes or limits MEEM's liability for death or personal injury arising from its negligence (or otherwise where the end-user is a Consumer), MEEM's fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under English law. In certain circumstances it is not possible for MEEM to limit or exclude its liability and this is particularly the case if the end-user is a Consumer. Where the end-user is a Consumer, the limitations of liability that are set out in paragraph 2.11. shall not apply to such end-user.

**2.10.** Subject to paragraph 2.9, where the end-user is a Consumer, MEEM is responsible to that end-user for foreseeable loss and damage that is caused by MEEM. If MEEM fails to comply with its obligations under this Warranty, MEEM is responsible for loss or damage which that end-user suffers and which is a foreseeable result of MEEM breaking its obligations or MEEM failing to use reasonable care and skill. MEEM is not responsible to an end-user or to any third party for:

**(a)** losses that were not foreseeable as a probable result of the breach of this Warranty when the original end-user purchased the MEEM Product;

**(b)** losses that were not caused by a breach of this Warranty by MEEM and/or any of its officers, employees, agents, contractors or subcontractors; and/or

**(c)** losses incurred in connection with the operation of a business such as loss of profit, sales, business, or revenue, loss of business, loss of goodwill, loss of business opportunity, loss of anticipated savings and/or business interruption.

Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this Warranty was made, both we and you knew it might happen.

**Paragraph 2.11. only applies if you are not a Consumer.**

**2.11.** If the end-user is not a Consumer, MEEM's total liability in respect of all losses arising under or in connection with the MEEM Product, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed two hundred and fifty Pounds Sterling (£250).

### **3. GENERAL TERMS**

**Paragraphs 3.1. and 3.2. only apply if you are not a Consumer.**

**3.1.** This Warranty constitutes the entire agreement between MEEM and the original end-user purchaser in connection with its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding or undertaking (in each case whether written or oral) given or made before the date of the purchase of the MEEM Product and relating to its subject matter.

**3.2.** If the end-user is not a Consumer, no variation of this Warranty shall be effective unless it is made in writing, refers specifically to this Warranty and is signed by MEEM.

**3.3.** This Warranty is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the Warranty or make any changes to its terms.

### **4. CLAIMING UNDER THE WARRANTY**

Please access and review the MEEM User Guide supplied with the MEEM Product (also available online) before requesting warranty service. If the MEEM Product is still not functioning properly after making use of these resources, please contact MEEM using the information provided in the documentation. A MEEM representative will help determine whether your MEEM Product requires service and, if it does, will inform you how MEEM will provide it. MEEM will provide warranty service on MEEM Products that are tendered or presented for service during the Warranty Period. You may obtain warranty service worldwide. However, service will be limited to the options available in the country where service is requested. Service options, parts availability and response times will vary according to country. If you wish to claim under this Warranty you will be responsible for posting the MEEM Product to MEEM but MEEM will be responsible for any reasonable postage costs you incur. MEEM may require that you furnish proof of purchase.

### **5. APPLICABLE LAW**

**5.1.** Subject to paragraph 5.2 below, this Warranty is governed by English law. This means that any dispute or claim arising out of or in connection with this Warranty will be governed by English law and will be subject to the non-exclusive jurisdiction of the English Courts.

**5.2.** If you are resident in a country or jurisdiction other than the United Kingdom or the United States of America, this Warranty, its subject matter and its formation are governed by English law, except to the extent that the laws of your resident country or jurisdiction have priority or prohibit an alternative provision, in which case the laws of your resident country or jurisdiction shall apply.

**ALL ACCESS TO AND USE OF MEEM MOBILE APPLICATION SOFTWARE ("APP") AND USE OF THE FIRMWARE IN THE MEEM PRODUCT IS SUBJECT TO THE TERMS OF THE UNITED KINGDOM (AND JURISDICTIONS OTHER THAN THE USA) END-USER LICENCE AGREEMENT AND THE UNITED**

**KINGDOM (AND JURISDICTIONS OTHER THAN THE USA) FIRMWARE  
LICENCE AGREEMENT.**

If you have any questions about the coverage provided by this Warranty,  
please contact MEEM at the address below:

**MEEM Memory LIMITED**  
7 Jardine House  
Harrobian Business Village  
Bessborough Road, Harrow  
Middlesex HA1 3EX  
United Kingdom

Email: [hello@meemmemory.com](mailto:hello@meemmemory.com)

