



# AR-1

## USER MANUAL



## **RIDE WITH ABSOLUTE SITUATIONAL AWARENESS**

The SKULLY AR-1 provides an entirely new riding experience. It changes the way you see and interact with your surroundings. The AR-1 also requires you to adopt new habits and alter existing patterns to take full advantage of its groundbreaking technology.

That's why it's essential that you read and understand the following manual completely. Remember, the AR-1 is primarily a safety device, and it must be used as directed to provide maximum protection.

It is highly recommended that you wear and familiarize yourself with the AR-1 before riding with it. Please be aware of local traffic laws that may apply to the use of certain features of the AR-1.

# SAFETY INFORMATION

Ride safely. The SKULLY AR-1 is designed to provide maximum safety and comfort. However motorcycle riding presents specific challenges and risks. The AR-1 can help reduce but not eliminate this risk of injury. Please observe all applicable traffic laws and use caution when riding a motorcycle.

Riding a motorcycle or off-road vehicle implies the user accepts that some reasonably foreseeable impacts will exceed the helmet's capacity to protect against injury. The AR-1 affords no protection from neck injury.

**⚠WARNING** Use the AR-1 only as instructed by this manual. Failure to do so may result in unsafe riding conditions and will void the warranty. Make no modifications to the helmet.

Before riding, make sure your helmet fits properly and that you are comfortable with the size and the weight of the helmet. The helmet chinstrap must be securely fastened at all times when riding with the AR-1. Failure to fit and fasten the helmet properly may cause the helmet to come off the wearer in an accident and result in severe injury or death.

For proper fit and safety, the helmet must always be worn with the lining attached.

**⚠WARNING** The AR-1 is designed to provide maximum protection for the rider. However, the helmet should be handled carefully to avoid reducing the protection it provides. Dropping the helmet on the ground can degrade performance and should be avoided. If the helmet is dropped from a moving vehicle, it could sustain damage that is not visible but serious.

After your helmet has experienced a substantial impact, its safety features may be compromised. The damage may not be visible, but the ability of the helmet to protect wearer is reduced. Shock-absorbing materials within the helmet will have become compacted, reducing the ability to absorb further shocks.

If you think your helmet's safety performance is compromised for any reason, do not use the helmet for riding. A helmet that has been involved in a serious impact should be destroyed [returned to SKULLY?] and replaced.

**⚠WARNING** Do not attempt to charge the AR-1 while riding.

**⚠WARNING** Do not attempt to modify the helmet in any way. Do not remove or add any parts, or change any physical aspect of the helmet. Doing so may reduce the ability of the helmet to protect the wearer and will void the warranty.

**⚠CAUTION** Do not use the top vent or spoiler as a handle. These pieces are designed to break off on impact in the event of a crash.

Keep the visor closed at all times when riding. The visor protects you from wind, dust, stones, insects and other minor road debris. It does not provide protection against all hazards.

**⚠CAUTION** Do not place your helmet on the gas tank. Escaping vapors can damage the fabric of AR-1's protective liner.

**⚠CAUTION** Because the AR-1 uses Bluetooth® wireless technology, it may cause interference with other communication systems. You should switch off the AR-1:

- IN HOSPITALS AND AROUND MEDICAL DEVICES
- IN AIRCRAFT
- BEFORE REFUELING YOUR MOTORCYCLE
- NEAR BLASTING SITES

Follow any instruction posted in these circumstances (or others) regarding wireless devices.

**⚠CAUTION** Use caution when viewing the Heads-Up Display. Use only as directed and avoid concentrating on the HUD while riding.  
Failure to do so can cause distractions that may result in injury or death.

**⚠CAUTION** Please be aware of and obey local traffic laws that may apply to the use of certain features of the AR-1. You must be of legal driving age in the jurisdiction in which you ride.

**⚠CAUTION** Do not throw or sit on the helmet. Do not ride with the helmet hanging from a helmet holder or hang the helmet from an angled hook.

**⚠CAUTION** Do not expose the liner of the helmet to bright sunlight. Do not place the helmet near heat sources that exceed 50° C (122° F)

**NOTE:** Do not expose helmet to harsh chemicals, including bleach, ammonia, gasoline, and other solvents. Additionally, substances such as insect repellent and brake fluid can damage the helmet and reduce its ability to provide protection.  
See Care and Cleaning instructions on page 21 for more information.

The ability of the helmet to protect the wearer is limited. No helmet protects against all possible or foreseeable impacts.

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# TABLE OF CONTENTS

PACKAGING CONTENTS .....	7
AR-1 FEATURES.....	9
PROPER FITTING OF THE AR-1 .....	10
CHINSTRAP INSTRUCTIONS/QUICK-RELEASE LATCH.....	12
VISOR ADJUSTMENT AND REMOVAL.....	13
OPERATION/ TURNING ON THE AR-1 .....	14
CONTROL BUTTON FUNCTIONS/INDICATOR LIGHTS.....	15
HUD OPERATION/ADJUSTING HUD .....	16
DOWNLOADING THE SKULLY AP .....	17
BLUETOOTH PAIRING INSTRUCTIONS.....	18
USING NAVIGATION MODE .....	19
VOICE COMMAND MENU .....	20
CLEANING AND CARE .....	21
AR-1 USERS MANUAL TECH SPECS.....	22
TERMS AND CONDITIONS OF USE.....	24
PRIVACY POLICY.....	31

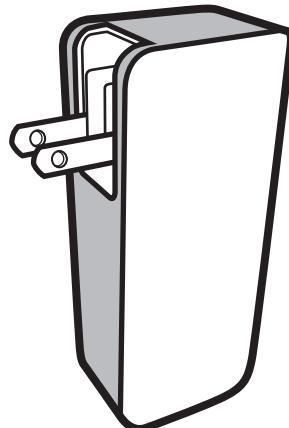
# PACKAGE CONTENTS



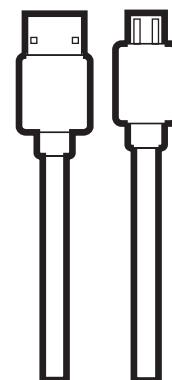
Helmet



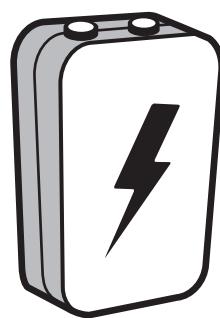
Helmet Bag



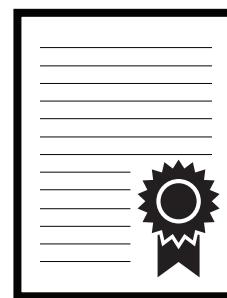
Wall Charger



Charging Cable



External Battery

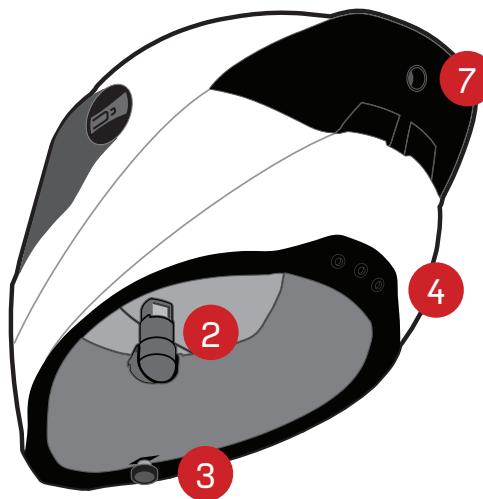


Warranty Card



# SKULLY AR-1 FEATURES

- 1 Control button
- 2 SKULLY Heads-Up Display (HUD) with Synapse™ technology
- 3 HUD adjustment knob
- 4 LED status indicator lights
- 5 Air vents
- 6 Photochromic visor
- 7 180° Blindspot camera
- 8 Quick-release latch



# PROPER FITTING OF THE AR-1

A proper helmet fit is required for optimal safety. The AR-1 shell comes in one size, but the liner comes in sizes from Small to XXL to ensure a proper fit for almost all riders. Here's how to choose a helmet that fits properly:

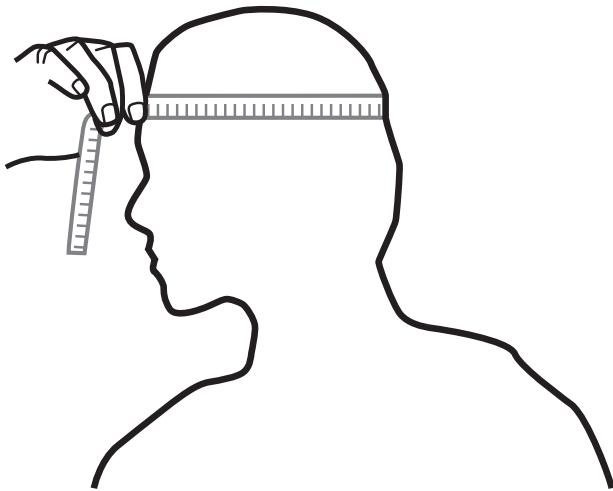
## Step 1: Measure your head size

## Step 2: Ascertain the right helmet size

## Step 3: Check that the helmet fits properly

### 1. MEASURING YOUR HEAD SIZE

Wrap a flexible measuring tape around your head at its largest circumference - usually about one inch (2.5 cm) above your eyebrows. The measured value represents your head size in centimeters. Try it several times to ensure you obtain the largest measurement.



### 2. ASCERTAINING THE RIGHT HELMET SIZE

Using the sizing chart below, select the helmet size that corresponds most closely to your head measurement.

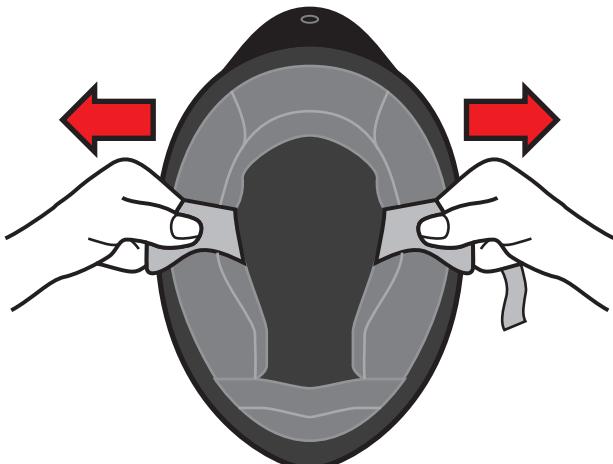
	S	M	L	XL	XXL
Hat Size	6 7/8 - 7	7 1/8 - 7 1/4	7 1/4 - 7 3/8	7 1/2 - 7 5/8	7 3/4 - 7 7/8
Centimeters	55 - 56	57 - 58	59 - 60	60 - 61	61 - 62
Inches	21 5/8 - 22	22 1/2 - 22 7/8	22 7/8 - 23 1/4	23 5/8 - 24	24 3/8 - 24 3/4

### 3. CHECKING THAT THE HELMET FITS PROPERLY

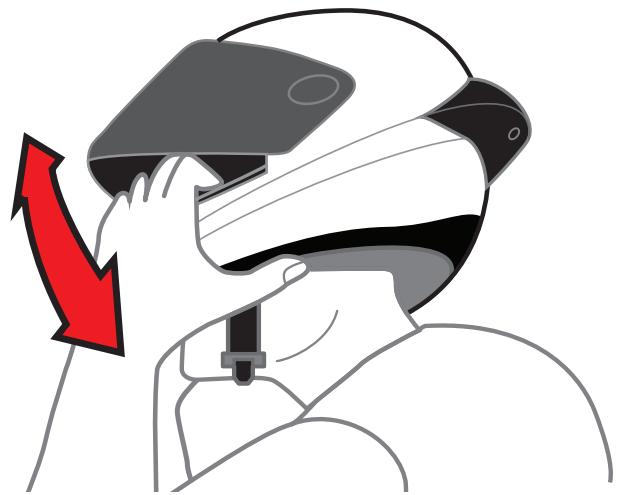
Once you have selected a helmet size, you must confirm that the helmet properly fits your head. To do this, follow the steps below.

**NOTE:** If you're wearing eyeglasses, remove them before putting on the helmet.

- Gently pull the chin straps outward just enough to slightly spread the helmet. Pull the helmet down firmly and slowly until the helmet is sitting squarely on your head. If you can pull the helmet on without having to spread the chinstraps, the helmet is too big and should not be worn.
- A new helmet should be as tight as you can comfortably wear it. The interior liner should fit snugly around your head and the cheek pads should firmly touch your cheeks without causing discomfort. There should be no gaps between the interior liner and your brow or temples. You can test for appropriate snugness by trying to insert two fingers between the liner and your head. If you are able to insert two fingers, the helmet is too big and should not be worn. Remember, a helmet will loosen up a bit as the comfort liner compresses through use.



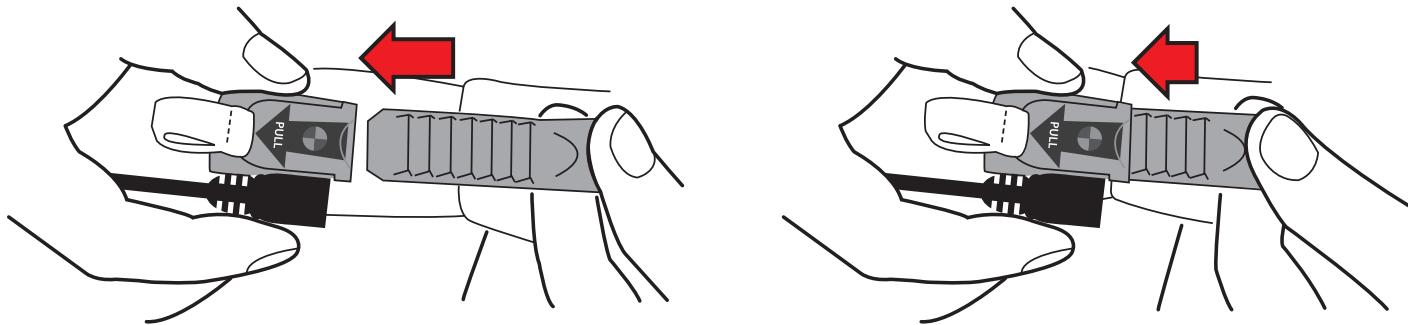
- Make sure that the neck roll does not push the helmet away from the back of your neck.
- Press on the chin bar. Neither the helmet nor the face shield should touch your nose or chin.
- Fasten the chin strap. **(Refer to the “Chinstrap” section.)** Try moving the helmet it from side to side and up and down with your hands. If the helmet fits properly, your skin should move as the helmet is moved. You should feel as if a slight, even pressure is being exerted all over your head.
- While keeping your head straight, put your hands on the front of the helmet above your forehead (or on the chin guard) and try to push the helmet off by rotating it backward. You shouldn't be able to push the helmet off your head. If you can, the helmet is too big and should not be worn.
- While keeping your head straight, put your hands on the back of the helmet and try to pull the helmet off by rotating it forward. You shouldn't be able to pull the helmet off your head. If you can, the helmet is too big and should not be worn.
- Check that the helmet gives you an adequate peripheral field of vision.
- Take off the helmet. Does your head feel sore anywhere? Are there any red spots on your forehead? If the helmet creates any pressure points, pains, or headaches, try the next largest size.
- Repeat this entire process until you are confident that your helmet fits securely on your head without causing discomfort.



# CHINSTRAP INSTRUCTIONS

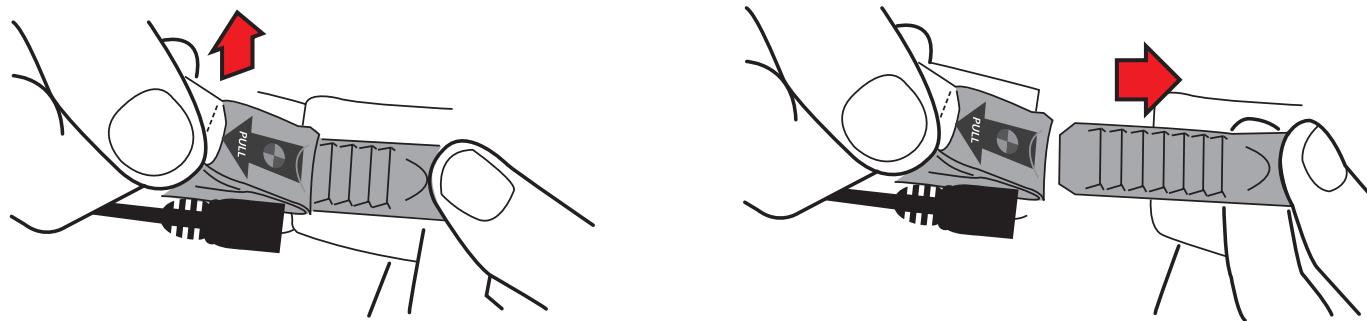
The chinstrap should be fastened as tightly as possible without causing pain or choking. The strap should be tight up against your jaw and have no slack. You should not be able to remove the helmet from your head when the chinstrap is fastened. Please note that the chinstrap must be securely fastened at all times when riding with the AR-1. Periodically check to make sure the chinstrap has not loosened with use. Tighten if necessary.

Please note that the chinstrap must be securely fastened at all times when riding with the AR-1.



## QUICK-RELEASE LATCH

The AR-1 chinstrap features a quick-release latch.



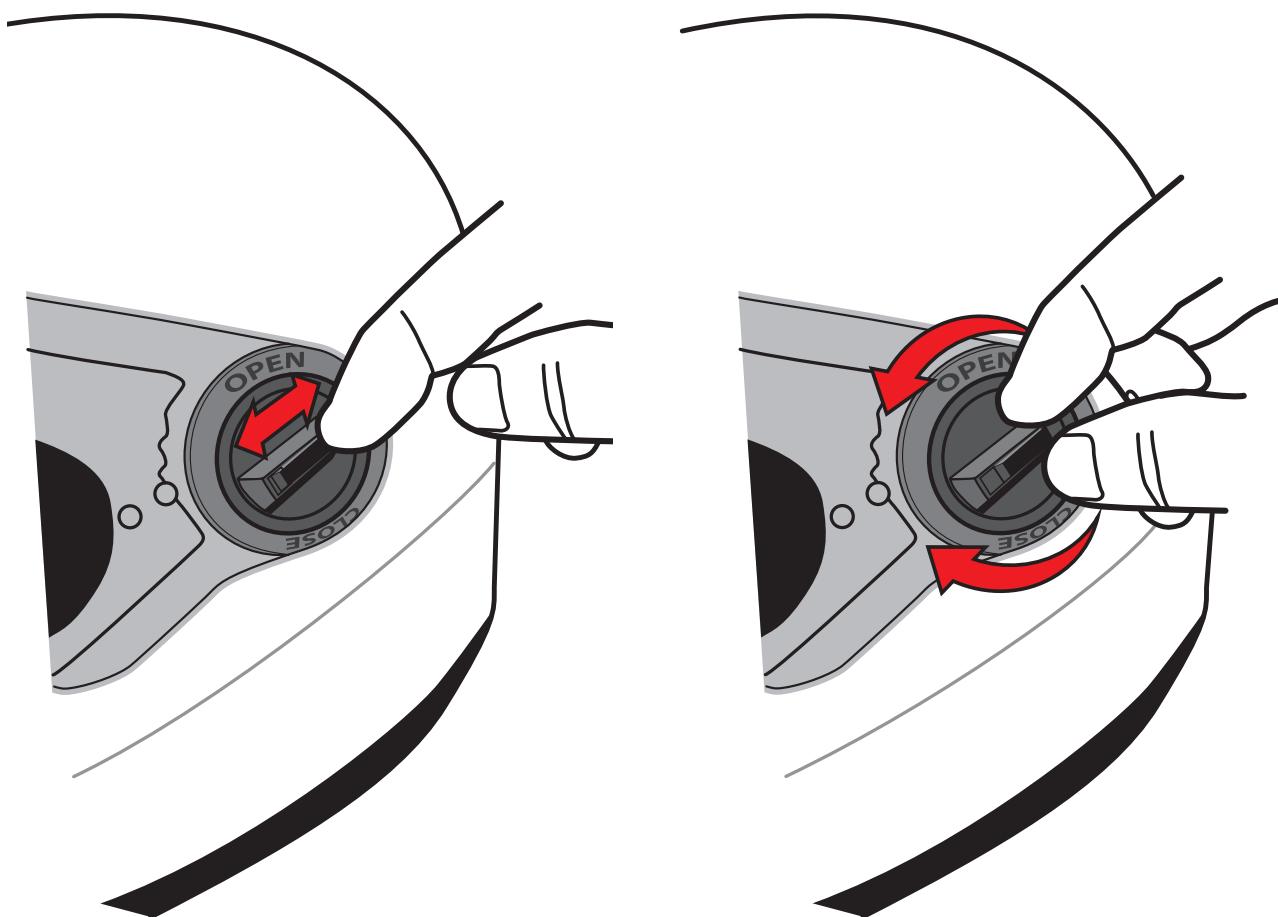
# VISOR ADJUSTMENT AND REMOVAL

## To Remove visor:

1. Switch the latches on each side from "C" (closed) to "O" (open).
2. Rotate the visor screws, turning the right-hand screw clockwise and the left-hand screw counter-clockwise

To Reattach the visor, turn the respective visor screws the reverse direction and switch the latches on each side for "O" to "C".

The photochromic AR-1 visor darkens automatically when exposed to sunlight, then adjusts back to clear when in dimmer light or darkness.



# OPERATION

The SKULLY AR-1 ships with a fully charged battery.  
Use the supplied USB cable and a wall charger to charge the AR-1.

**Indicator lights on the back of the helmet show battery charge status.**

LED INDICATOR TYPE	INDICATED STATE
Three red LEDs	battery fully charged
Two red LEDs	battery approximately 50% charged
One red LED	Low battery

Do not attempt to charge the AR-1 using the helmet's USB port while riding.

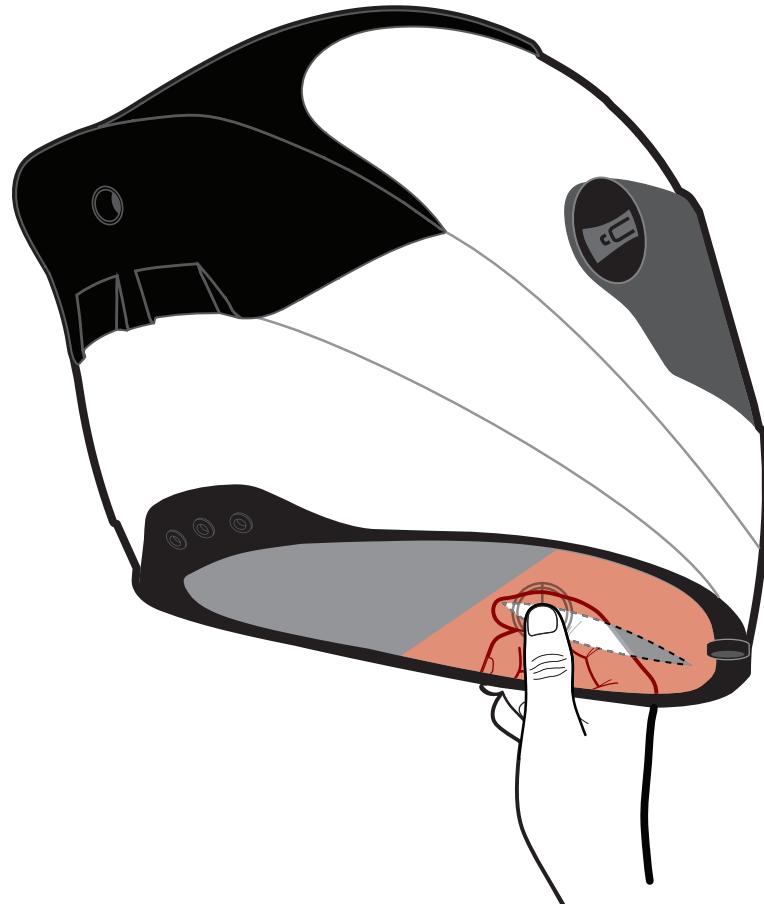
## TURNING ON THE AR-1

The control button is located in the left side of the chin bar inside the helmet. Extend your index finger through the opening in the chin curtain to find the button.

Press the button once to turn on the AR-1.

To turn off the AR-1, press and hold down button for at least 6 seconds.

The control button also operates other features such as music, navigation, and hands-free calling.



# CONTROL BUTTON FUNCTIONS

Power on (if helmet is off)

After helmet is on:

**1 Click:**

Play music

Pause music (music automatically pauses when incoming call)

Answer call

End call

**2 Clicks:**

Next song

Reject call

**3 Clicks:**

End navigation

Screen displays helmet serial number and firmware version information

Long press (about 1 second):

Previous song

Very long press (longer than 6 seconds):

Turn off helmet

# INDICATOR LIGHTS

[SHOW TABLE OF INDICATOR LIGHT FUNCTIONS]

[SET-UP AND CONFIGURATION] CHRIS

[NEED ILL?

# HUD OPERATION

**NOTE:** You must download the AR-1 app to activate the Heads-Up Display screen.

Use the HUD to see 180° Blindspot camera view, GPS, and other information.

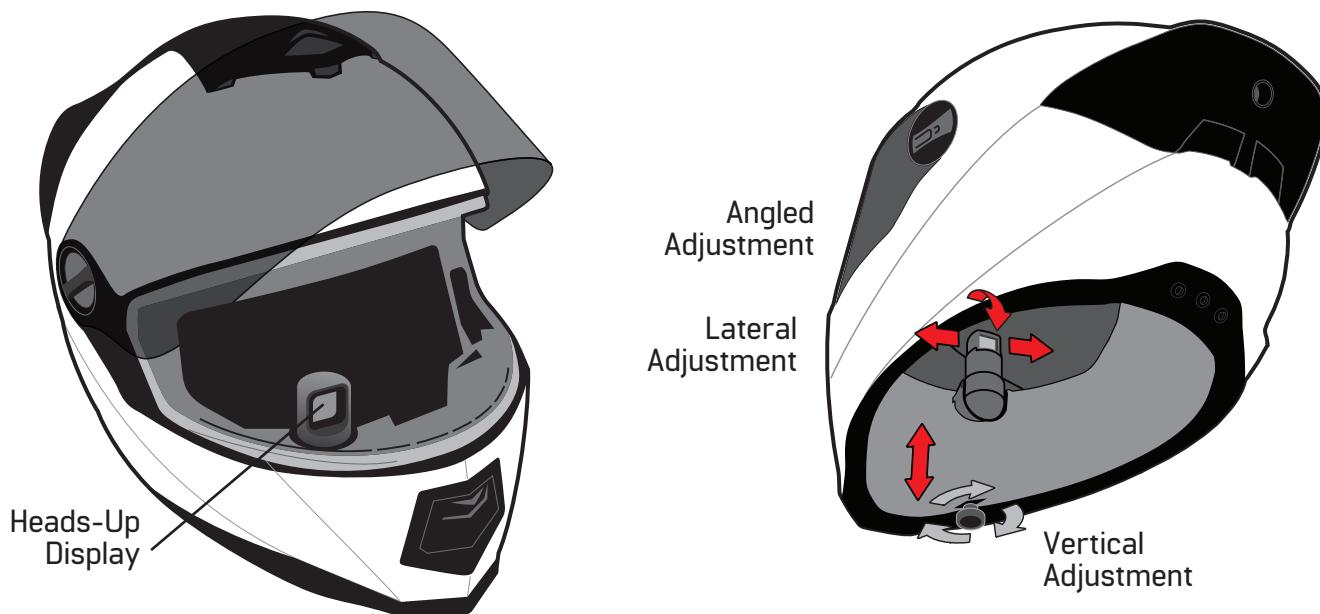
Please take time to familiarize yourself with the HUD and 180° Blindspot camera before riding your motorcycle. Using the HUD and 180° Blindspot camera will be a new experience and you should be comfortable with it before riding.

## ADJUSTING HUD

The HUD can be adjusted vertically (up and down), laterally (side to side), and the viewing angle can also be rotated within a limited range. For the ideal view, adjust the HUD until the viewing rectangle is centered within the screen.

<b>Vertical</b>	Use knob on bottom right of helmet to raise and lower the HUD
<b>Lateral</b>	The HUD slides left and right for optimum viewing position
<b>Angled</b>	Twist the HUD slightly to change the angle for optimum viewing position

Please note that only slight movements are required to adjust the HUD. Do not attempt to force the HUD if you feel resistance.



# DOWNLOADING THE SKULLY APP

Note: You must download the SKULLY AR-1 app to activate many of the helmet's functions, like the 180° Blindspot camera and the Heads-Up Display. Please review the terms and conditions and indicate your agreement.

## **System Requirements:**

iOS – 7 and above

Android – Jelly Bean (18) and above

## **For Android™:**

Go to Google Play Store

Look for "SKULLY"

Click on download

## **For IOS:**

Go to the App Store

Look for "SKULLY"

Click on download

## [NEED ILLO?]

Before you can activate your AR-1, you must review and agree to the safety information and terms and conditions on your phone screen.

[Your helmet is unlocked]

[Enter a nickname]

## [NEED ILLO?]

Need information on how customers will be notified of updates and how they will download them.

Android is a trademark of Google Inc.

# BLUETOOTH PAIRING INSTRUCTIONS

## System Requirements:

iOS – 7 and above

Android – Jelly Bean (18) and above

## Follow these instructions for both Android and iOS:

Turn on helmet

## Using your smartphone:

Go to Settings

Tap on Bluetooth

Tap on SK\_\_\_\_\_ [Enter your 11-character AR-1 helmet serial number]

The HUD screen will appear black, but you will hear audio cue to direct to further instructions. [TBD]

# CONNECTING TO MUSIC VIA BLUETOOTH

Connect with Bluetooth for Music streaming from your iOS or Android device

Power on helmet

- To stream music from your iOS device to the helmet, pair your helmet with your iOS device. See pairing instructions above.
- Once the helmet is connected, press Home button and then launch SKULLY app.

Please note that your helmet will connect automatically to BLE. You can see the progress of the BLE connection at bottom right side of your app.

# CREATING SPOTIFY ACCOUNT

Tap on the music note icon or Track info bar [iOS and Android] and log into existing Spotify account

# USING NAVIGATION MODE

How to use the SKULLY AR-1 Android/iOS Companion App

- Once paired, start SKULLY app on mobile phone.
- Tap top search bar and enter your destination.
- Results for destination should appear under search bar after a brief wait.
- If results do not appear, ensure phone has internet connectivity.
- Tap a location result.
- Select route preference.
- Tap start at bottom of screen.
- Confirm phone starts navigating to the destination.
- Confirm helmet shows navigation data across top of Heads-Up Display.

To cancel navigation, press X in upper right corner of screen, or use voice command, or triple-click on helmet control button.

# VOICE COMMAND MENU

You can use voice commands to control music, navigation, and more.

Voice Command mode is activated when you say “OK SKULLY.” Following this prompt you will hear a beep. You may then speak the following voice commands.

## “Volume Up”

Increase Volume

## “Volume Down”

Decrease volume

## “Mute”

Mute sound

## “Unmute”

Resume sound

## “Yes”

Answer

Pick up

Accept call

## “Redial”

Call last number dialed

## “No”

Ignore

Reject call

## “Music”

Play music

## “Pause Music”

Pause

Stop music

## “Next”

Plays next song

## “Previous Song”

Plays previous song

## “Battery”

Indicates battery level

## “Home”

Provides directions home

## “Work”

Provides directions to work

## “Stop Navigation”

Cancel Navigation

# CLEANING THE SKULLY AR-1

**NOTE:** Use only mild dish soap to clean the AR-1. Do not expose helmet to harsh chemicals, including bleach, ammonia, gasoline, and other solvents. Additionally, substances such as insect repellent and brake fluid can damage the helmet and reduce its ability to provide protection.

## CLEANING THE SHELL

Before using any cleaner, place a warm, damp cloth on the helmet for approximately five minutes. This will make dried insects and other road debris easier to remove.

Using the supplied clean, microfiber cloth and a solution of water and mild dish soap, wipe the helmet to remove dirt and road debris.

Use a separate dry, soft cloth to remove any water/soap residue.

## CLEANING THE LINER

Remove the liner from the helmet and hand wash using a solution of water and mild detergent at a maximum temperature of 80 °F. Air-dry damp linings at room temperature.

## CLEANING THE VISOR

It's important to keep your helmet visor clean and clear for maximum visibility. If your ability to see through the visor is impaired for any reason, you must clean it before riding. If the visor has become so scratched that it affects visibility, or you are unable to clean the visor, you should contact SKULLY for a replacement.

Clean the SKULLY AR-1 visor only with mild soap diluted in tap water. Rinse well with clean tap water, and dry with a soft cloth. Do not use any solvents such as gasoline or ammonia. Do not drive with a dim or blurred shield. Impaired vision can cause an accident resulting in serious personal injury or death.

# AR-1 USERS MANUAL TECH SPECS

Processor Subsystem

Processing On-board Memory

## Mechanical Specifications

1.2 GHz Dual-core ARM Cortex-A9 with PowerVR SGX540 1GB DDR2 SDRAM | 2GB Flash

Weight - ~2,000Grams (~70.5oz) Storage Temperature Range - -20°C to 60°C (-4°F to 140°F)

Operating Temperature Range - -20°C to 30°C (-4°F to 86°F)

Vibration Resistance - 4.4g rms 5 Hz to 2000 Hz

Shock / Drop Resistance - 40 g, 15-23 ms, 1/2 Sine (1m Vertical Drop)

Enclosure - Water Resistant Enclosure, IP65

## Sensor Technology

9-Axis Sensors - 3D Accelerometer | 3D Gyroscope | 3D Magnetometer Pressure Sensor

## Display & Virtual Image

Display Resolution - Widescreen 16:9 WQVGA Ultra-compact Display 428x240

Display Type - LCD Micro Display

Virtual Image Size - 14" from 5 ft

Color Depth - High Color 16-bit (5:6:5)

## Networking Subsystem

Bluetooth 4.0 (Bluetooth Smart) Wi-Fi (IEEE802.11b/g/n)

GPS - INS Kalman Filtering Fusion Algorithm

USB/Micro-USB 2.0 (5-pin) - Device Charging/Power & Data Transfer

## Power requirements

Primary Supply Voltage - 5.2 Lithium Ion Rechargeable Battery

Charge Time - 3hrs = 100% – Device Fully Charged

Battery Size & Life - 3200 mAh = up to 3 Hours 50 Minutes Per Charge Depending On Usage

## System Requirements

Windows PC - Intel Pentium 4 or Higher, Windows 7 or Higher

Mac - Intel Core Duo or Higher, Mac OS X v10.6.8 or Later

Android Mobile Phone OS Versions JellyBean 4.3.x and higher or

Apple iPhone 4S and later running iOS 7 and higher.

## Environmental Considerations

RoHS Compliant Brominated Flame-retardant-free Mercury-free



# COMPLIANCE

[FROM SCHUBERTH SR-1]

## DOT/ECE COMPLIANCE

### CONFORMANCE TO STANDARDS

The helmet conforms to the DOT 218 Standard and the ECE R 22.05 standard. These test standards guarantee conformity to defined safety standards in respect of impact absorption, penetration resistance, lateral rigidity, retention system and field of vision. The approval guarantees that you have approval for the USA and all the countries of the European Union as well as countries which recognize the ECE R 22.05 or DOT 218 standard. It is only legal to use it in countries where these standards are valid.

[FROM SNOW 2]

## FCC COMPLIANCE

### FCC Compliance Class B Digital Device

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

### FCC Declaration of Conformity

Snow2 [FCC ID: ZW5008] and Recon-Ready Remote [ZW5001] comply with FCC standard CRF 47 Part 15 subpart B and subpart C – section 15.249. Operation is subject to the following two conditions:

- This device may not cause harmful interference, and
- This device must accept any interference received, including interference that may cause undesired operation.

# LIMITED WARRANTY

1. The Limited Warranty. This Limited Warranty governs the hardware services and technical support provided to you by SKULLY under the above-mentioned plan (referred to herein as the "Warranty") for the SKULLY-branded product and the accessories contained in its original packaging ("Covered Equipment") listed on your proof of coverage document ("Plan Confirmation").

## SKULLY AR-1 Limited Warranty

Your SKULLY AR-1 Limited Warranty covers your AR-1 for 12 months (the "Warranty Period") for the following perils:

Defects in materials and workmanship of AR-1 electronics hardware  
Defects in materials and workmanship of original AR-1 firmware/software  
Battery capacity that has depleted 50% or more from its' original specifications.

If one of the above occurs during the Warranty Period, SKULLY will either (a) repair the defect at no charge, using new or refurbished parts that are equivalent to new in performance and reliability, or (b) exchange the Covered Equipment with a replacement that is new or equivalent to new in reliability and performance, and is at least functionally equivalent to the original product. If SKULLY replaces your equipment, the original equipment becomes SKULLY's property and the replacement is your property with continued coverage for the remaining length of the original Warranty Period.

This Limited Warranty covers the AR-1 helmet and all components that are permanently affixed to and made part of the helmet. Accessories (including, but not limited to: battery chargers, helmet bags, packaging materials, cases, instruction manuals, and replacement comfort padding) and otherwise not named above are not covered under the Limited Warranty.

This Limited Warranty is the only warranty from SKULLY. SKULLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SKULLY AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM SKULLY'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF SKULLY AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. SKULLY SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE COVERED EQUIPMENT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

## **What is not Covered**

### **The Limited Warranty does not apply to the following:**

1. Installation, removal or disposal of the Covered Equipment, or the provision of equipment while the Covered Equipment is being serviced.
2. Damage caused by (a) a product that is not the Covered Equipment (b) accident, abuse, misuse, liquid contact, fire, earthquake or other external cause, (c) operating the Covered Equipment outside the permitted or intended uses described by SKULLY, or (d) service (including upgrades and expansions) performed by anyone who is not a representative of SKULLY.
3. Covered Equipment with a serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability without the written permission of SKULLY; Covered Equipment that has been lost or stolen. This Plan only covers Covered Equipment that is returned to SKULLY in its entirety;
4. Cosmetic damage to the Covered Equipment including but not limited to scratches, dents and broken plastic on ports;
5. Consumable parts, such as batteries, except in respect of battery coverage under SKULLY AR-1 Warranty or unless failure has occurred due to a defect in materials and workmanship;
6. Preventative maintenance on the Covered Equipment; or Defects caused by normal wear and tear or other wise due to normal aging of the product.
7. Your Responsibilities

### **To receive service or support under the Limited Warranty, you agree to comply with the following:**

- (i) Before the expiration of applicable warranty period (12 months under the Limited Warranty), provide your Plan Agreement Number and a copy of your Plan's original proof of purchase, if requested;
- (ii) Provide information about the symptoms and causes of the issues with the Covered Equipment;
- (iii) Respond to requests for information, including but not limited to the Covered Equipment serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Equipment, any error messages displayed, actions taken before the Covered Equipment experienced the issue and steps taken to resolve the issue;
- (iv) Follow instructions SKULLY gives you, including but not limited to refraining from sending SKULLY products and accessories that are not subject to repair or replacement service and packing the Covered Equipment in accordance with shipping instructions;
- (v) Update software to currently published releases prior to seeking service; and

- (vi) Make sure to backup software and data residing on the Covered Equipment. SKULLY MAY REINSTALL THE COVERED EQUIPMENT'S ORIGINAL SOFTWARE CONFIGURATION AND SUBSEQUENT UPDATE RELEASES WHILE PERFORMING SERVICE, WHICH WILL RESULT IN THE DELETION OF ALL SOFTWARE AND DATA THAT RESIDED ON THE COVERED EQUIPMENT PRIOR TO SERVICE. DURING SERVICE, SKULLY MAY FORMAT ON BOARD MEMORY FOR THE AR-1. SKULLY will return your AR-1 or provide a replacement AR-1 as the AR-1 was originally configured, subject to applicable updates. SKULLY may install SKULLY OS updates as part of hardware service that will prevent the AR-1 from reverting to an earlier version of the SKULLY OS. Third party applications installed on the AR-1 may not be compatible or work with the AR-1 as a result of the SKULLY OS update. You will be responsible for reinstalling all other software programs, data and passwords.

## 8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SKULLY AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM SKULLY'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF SKULLY AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. SKULLY SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE COVERED EQUIPMENT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

FOR CONSUMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, SKULLY'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACE OR REPAIR OF THE COVERED EQUIPMENT OR SUPPLY OF THE SERVICE. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## No Transfer of Limited Warranty

SKULLY Warranty plan is not transferrable to New Owners under any circumstances. Any SKULLY Warranty will be void upon transfer of ownership of any SKULLY products.

## 11. General

- (i) SKULLY may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.
- (ii) SKULLY is not responsible for any failures or delays in performing under the Plan that are due to events outside SKULLY's reasonable control.
- (iii) You are not required to perform preventative maintenance on the Covered Equipment to receive service under the Plan.
- (iv) This Plan is offered and valid only if you are a resident of the fifty states of the United States of America. This Plan is not offered to persons who have not reached the age of majority. This Plan is not available where prohibited by law.

- (v) In carrying out its obligations SKULLY may, at its discretion and solely for the purposes of monitoring the quality of SKULLY's response, record part or all of the calls between you and SKULLY.
- (vi) You agree that any information or data disclosed to SKULLY under this Plan is not confidential or proprietary to you. Furthermore, you agree that SKULLY may collect and process data on your behalf when it provides service. This may include transferring your data to affiliated companies or service providers located in countries where data protection laws may be less comprehensive than your country of residence, including but not limited to Australia, Canada, countries of the European Union, India, Japan, the People's Republic of China and the U.S.
- (vii) SKULLY has security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction. You will be responsible for the instructions you give to SKULLY regarding the processing of data, and SKULLY will seek to comply with those instructions as reasonably necessary for the performance of the service and support obligations under the Plan. If you do not agree with the above or if you have questions regarding how your data may be impacted by being processed in this way, contact SKULLY at the email address provided.
- (viii) SKULLY will protect your information in accordance with SKULLY Customer Privacy Policy available at URL <http://www.skully.com/privacy-policy>. If you wish to have access to the information that SKULLY holds concerning you or if you want to make changes, you may contact SKULLY at the email address provided to update your personal contact preferences.
- (ix) The terms of the Plan, including the original sales receipt of the Plan and the Plan Confirmation, prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and SKULLY's entire understanding with respect to the Plan.
- (x) You must purchase and register the Plan while your Covered Equipment is within SKULLY's Twelve Month Limited warranty. SKULLY is not obligated to renew this Plan. If SKULLY does offer a renewal, it will determine the price and terms.
- (xi) There is no informal dispute settlement process available under this Plan.
- (xii) For Plans sold in the United States, "SKULLY" is SKULLY, Inc. a Delaware corporation with its registered office at 2230 3rd Street, San Francisco, CA 94107, and the obligations of such Plans are backed by the full faith and credit of the provider, SKULLY, Inc.
- (xiii) The Administrator for Plans sold in the United States is SKULLY, Inc. (the "Administrator"), a Delaware corporation with its registered office at 2230 3rd Street, San Francisco, CA 94107. The Administrator is responsible for the collection and transfer to Flextronics International, Ltd. of the purchase price for the Plan and for the administration of claims under the Plan.
- (xiv) Except where prohibited by law, the laws of the State of California govern Plans purchased in the United States. If the law of any jurisdiction where this Plan is purchased is inconsistent with these terms, including the jurisdictions of Arizona, Florida, Georgia, Nevada, Oregon, Vermont, Washington, Wisconsin and Wyoming, the laws of that jurisdiction will control.
- (xv) Support services under this Plan may be available in English only.
- (xvi) There is no deductible payment due in respect of a claim made under this Plan.
- (xvii) The Plan will not be cancelled due to pre-existing conditions in the Covered Equipment that are eligible for service under this Plan.

## **State Variations**

Alabama, California, Hawaii, Maryland, Minnesota, Missouri, Nevada, New Mexico, New York, , South Carolina, Texas, Washington and Wyoming Residents

If you cancel this Plan pursuant to Section 5 of these Terms and Conditions, and we fail to refund the purchase price to you within thirty (30) days for California, New York, Missouri and Washington residents, within forty-five (45) days for Alabama, Hawaii, Maryland, Minnesota, Nevada, South Carolina, Texas and Wyoming residents, and within sixty (60) days for New Mexico residents, we are required to pay you a penalty of 10% per month for the unpaid amount due and owing to you. The right to cancel and receive this penalty payment only applies to the original owner of the Agreement and may not be transferred or assigned. The obligations of the provider under this service contract are backed by the full faith and credit of the provider, SKULLY, Inc.

### **California Residents**

If you cancel within thirty (30) days of your Plan receipt, you will receive a full refund less the value of any service provided under the Plan.

### **Colorado Residents**

Notice: This Plan is subject to the Colorado Consumer Protection Act or the Unfair Practices Act, Articles 1 and 2 of Title 6, CRS.

### **Connecticut Residents**

The expiration date of the Plan will automatically be extended by the period that the Covered Equipment is in SKULLY's custody while being serviced. Resolution of Disputes: Disputes may be resolved by arbitration. Unresolved disputes or complaints may be mailed, with a copy of this Plan, to State of Connecticut, Insurance Dept., P.O. Box 816, Hartford, CT 06142-0846, Attn: Consumer Affairs.

### **Florida Residents**

The laws of the State of Florida will govern this Plan and any disputes arising under it. The rate charged for the contract is not subject to regulation by the Florida Office of Insurance Regulation.

### **Michigan Residents**

If performance of the service contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the service contract shall be extended for the period of the strike or work stoppage.

### **Nevada Residents**

Cancellations: No Plan that has been in effect for at least 70 days may be canceled by the provider before the expiration of the agreed term or one year after the effective date of the Plan, whichever occurs first, except on the following grounds:

- a. Failure by the holder to pay an amount due;
- b. Conviction of the holder of a crime which results in an increase in the service required;
- c. Discovery of fraud or material misrepresentation by the holder in obtaining the Plan, or in presenting a claim or service thereunder;
- d. Discovery of an act or omission by the holder, or a violation by the holder of any condition of the Plan,

which occurred after the effective date of the Plan and which substantially and materially increases the service required under the Plan;

- e. A material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold.

Grounds for cancellation; date cancellation effective. No cancellation of a service contract may become effective until at least 15 days after the notice of cancellation is mailed to the holder.

Cancellation of contract; Refund of purchase price; cancellation fee.

- (i) If SKULLY cancels this Plan, SKULLY shall refund to Nevada consumers the portion of the purchase price that is unearned. SKULLY may deduct any outstanding balance on your account from the amount of the purchase price that is unearned when calculating the amount of the refund. If SKULLY cancels a contract pursuant to NRS 690C.270, it may not impose a cancellation fee.
- (ii) Except as otherwise provided in this section, a Nevada resident who is the original purchaser of this Plan, who submits to SKULLY a request in writing to cancel the Plan in accordance with the terms of the Plan, shall receive a refund of the portion of the Plan's purchase price that is unearned, and SKULLY will not deduct the value of any service provided.
- (iii) If you request the cancellation of this Plan after the first thirty (30) days of the Plan term, SKULLY may impose the cancellation fee described in the Plan, but will not deduct the value of any service provided.
- (iv) When SKULLY calculates the amount of a refund pursuant to subsection (ii), it may deduct from the portion of the purchase price that is unearned: (a) any outstanding balance on the account; and (b) any cancellation fee imposed pursuant to this Plan.

SKULLY, Inc. backs this Plan for Nevada residents by its full faith and credit.

No prior approval for services or goods covered under the Plan is necessary.

### **New Hampshire Residents**

In the event you do not receive satisfaction under this contract, you may contact the New Hampshire insurance department, by mail at State Of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord NH 03301, or by telephone, via Consumer Assistance, at 800 852-3416.

### **New Mexico Residents**

Cancellations: No Plan that has been in effect for at least 70 days may be canceled by the provider before the expiration of the agreed term or one year after the effective date of the Plan, whichever occurs first, except on the following grounds:

- a. Conviction of the holder of a crime which results in an increase in the service required;
- b. Discovery of fraud or material misrepresentation by the holder in obtaining the Plan, or in presenting a claim for service thereunder;
- c. Discovery of an act or omission by the holder, or a violation by the holder of any condition of the Plan, which occurred after the effective date of the Plan and which substantially and materially increases the service required under the Plan;
- d. A material change in the nature or extent of the required service or repair which occurs after the

effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold.

### **Oregon Residents**

In the event you do not receive satisfaction under this contract, you may contact the Oregon Department of Consumer and Business Services by mail at the Department of Consumer and Business Services, Oregon Insurance Division, 350 Winter Street NE, Salem, OR 97301; or by telephone via Consumer Advocacy, at 888-877-4894.

### **South Carolina Residents**

Unresolved complaints or Plan regulation questions may be addressed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, Tel: 1-800768-3467.

### **Tennessee Residents**

This Plan shall be extended as follows: [1] the number of days the consumer is deprived of the use of the product because the product is in repair; plus two [2] additional workdays.

### **Texas Residents**

The provider may cancel this Plan with no prior notice for misrepresentation or a substantial breach of a duty by the holder relating to the Covered Equipment or its use. Unresolved complaints or Contract regulation questions may be addressed to the TX Dept. of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, U.S.

### **Wyoming Residents**

If SKULLY cancels this Plan, SKULLY will mail to you written notice of the cancellation at your last known address contained in SKULLY's records no less than ten (10) days prior to the effective cancellation date. The prior written notice will contain the effective date of cancellation and the reasons for cancellation. SKULLY is not obligated to provide prior notice if cancellation is due to nonpayment of the Plan, a material misrepresentation by you to SKULLY, a substantial breach of your duties under the Plan or a substantial breach of your duties relating to the Covered Equipment or its use.

Disputes arising under this Plan may be settled in accordance with the Wyoming Arbitration Act.

# PRIVACY POLICY

# SKULLY

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Designed in California.

[www.skully.com](http://www.skully.com)