

chumby
Always something good on.





Are you at your computer?

To set up your chumby you'll need to be at your computer.

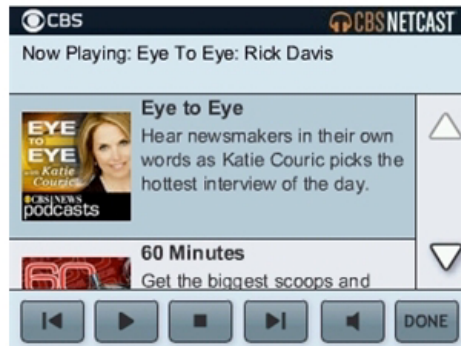
Peel off the clear protective film from the front of the chumby. Connect the AC adapter to your chumby and plug it into a wall outlet. Press the power button on the back of the chumby to turn it on.

Your chumby will take you through a simple set-up process — just follow the instructions on the touchscreen.

For complete details on setting up your chumby, go to www.chumby.com/pages/start



Get the latest weather for any place in the world



Play a podcast right from the control panel

Stay connected to content that you want

The chumby stuffs a world of always-available internet content into your small touch-screen device and lets you view your favorite internet widgets, sites, videos and podcasts. You can easily set up your chumby with your computer to display up-to-the-minute news, sports scores, weather and much, much more. Choose from the hundreds of options available on the online chumby network.



Select your news from a variety of sources



Choose from 1,000s of internet radio stations

Your chumby fits into your day

Your chumby tells time, plays your favorite music and even plays games. Wake up to the front page of The New York Times or your favorite internet radio station (there are thousands to choose from). Or use your chumby as a digital picture frame along with photo sites like Picasa and Flickr to give new life to those thousands of buried pictures on your computer. The squishy sides allow you to pick it up and use it like a game controller for the many custom games available on the chumby network.



Feed your need for entertainment



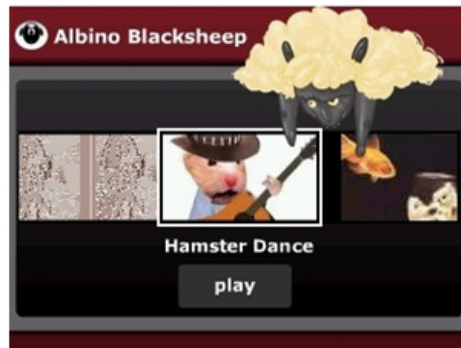
Keep a close eye on an auction item

Your life isn't all work and no play

Find some delight and surprise in your day by choosing some fun and entertaining channels from the chumby network. Browse the humor, entertainment or lifestyle categories to lighten your day and keep current with culture and trends. Watch David Letterman's Top Ten video, monitor your eBay auction, check the Abbey Road webcam – there's not much this little internet companion can't do.



Monitor your social network account



Have an animation-inspired laugh

**Always on and available
whenever you are**

With your chumby by your side, you'll spend less time logging on, searching and downloading, and more time viewing, listening and interacting with web content that's important to you, or just plain fun.

**have fun with
your chumby!**

Need help? Go to <http://www.chumby.com/help>
for more information.

Warnings

Shock hazard! Do not use near water.

This is not a toy – possible choking hazard.
Intended for people over 13.

Do not use the 9 volt battery connector;
doing so may void the warranty.

Use only the power supply provided with
the unit.

The service related to human safety is not
allowed because this device may have the possi-
bility of the radio interference.

Customer Support

Questions about your chumby? Go to the Help area at www.chumby.com/help, where you'll find commonly asked questions, troubleshooting guides, and complete customer support information.

Registration

To be able to play widgets on your chumby, you must activate it at www.chumby.com. When you activate your chumby it's automatically registered so you'll be kept up-to-date on important software and hardware issues that might affect your chumby.

Federal Communication Commission Statement

Trade Name	Chumby
Responsible Party	Chumby Industries, Inc.
Address	12264 El Camino Real, Suite 203 San Diego, CA 92130
Telephone	(858) 454-2420

Chumby U.S. model numbers: CHY-A01-A and CHY-A01-AA.

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) This device must accept any interference received, including interference that may cause undesired operation.

This equipment has been tested and found to comply with the limits for 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 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.

Any changes or modifications not expressly approved by Chumby Industries, Inc. could void the user's authority to operate the equipment.

Caution: Exposure to radio frequency radiation

To comply with FCC RF exposure compliance requirements, a separation distance of at least 20 cm must be maintained between the antenna of this device and all persons. This device must not be co-located or operating in conjunction with any other antenna or transmitter.

GNU GPL and LGPL

The GPL and LGPL source code contained in this product is available as a free download from <http://files.chumby.com/source>. The licenses for the GPL and LGPL are available on the chumby device by accessing the Control Panel and then selecting Settings > Chumby Info > Software Licenses. The licenses are also available on www.chumby.com/pages/legal.

Chumby One-Year Limited Warranty

Chumby Industries, Inc. ("Chumby") warrants the Chumby electronic device (the "Product"), and only the Product, against defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of retail purchase by the original purchaser ("Warranty Period"). Under this Limited Warranty, if a hardware defect arises and a valid claim is received by Chumby within the Warranty Period, at its option and to the extent permitted by law, Chumby will either (1) repair the Product at no charge, using new or refurbished replacement parts, (2) exchange the Product with a new or refurbished product, or (3) refund the purchase price of the Product. In the event of a defect, to the extent permitted by law, these are your sole and exclusive remedies. This Limited Warranty is valid only in the United States for Products sold in the United States.

A replacement Product or part assumes the remaining warranty of the original Product or ninety (90) days from the date of replacement or repair, whichever is longer.

When a Product or part of the Product is exchanged, any replacement item becomes your property and the replaced item becomes Chumby's property. If Chumby elects to refund the purchase price, then to receive a refund you must return the Product to Chumby, and the Product becomes Chumby's property. Parts provided by Chumby in fulfillment of its warranty obligation must be used in Products for which warranty service is claimed.

Instructions to Obtain Warranty Service: To obtain warranty service, you must deliver the Product, freight prepaid, in either its original packaging or packaging providing an equal degree of protection, to the address specified by Chumby. In accordance with applicable law, Chumby may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. It is your responsibility to backup any data, software, or other materials you may have stored or preserved on the Product. It is likely that such data, software, or other materials will be lost or reformatted during service, and Chumby will not be responsible for any such damage or loss. For specific instructions on how to obtain warranty service on your Product, visit the Chumby website (www.chumby.com/help) or write to us at Chumby Industries, Inc., 12264 El Camino Real, Suite 203, San Diego, CA 92130, Attn: Warranty Service.

Exclusions and Limitations. This Limited Warranty applies only to the hardware Product manufactured by or for Chumby that can be identified by the "Chumby" trademark, trade name, or logo affixed to it. The Limited Warranty does not apply to any (a) Chumby products and services other than the Product, (b) non-Chumby hardware product, (c) consumables (such as batteries), or (d) software, even if packaged or sold with the Product or embedded in the Product. Refer to the licenses accompanying the software for details of your rights with respect to its use.

Chumby does not warrant that the operation of the Product will be uninterrupted or error-free. Chumby is not responsible for damage arising from failure to follow instructions relating to the Product's use.

This warranty does not apply to a Product or part of the Product that has been altered or modified (e.g., to alter functionality or capability) by anyone who is not a representative of Chumby or if the Product is inserted or installed in a casing not provided by Chumby. In addition, this Limited Warranty does not apply: (a) to damage caused by use with non-Chumby products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) to damage caused by operating the Product outside the permitted or intended uses described by Chumby or with improper voltage or power supply; or (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Chumby. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty.

This Limited Warranty does not cover the cost of returning the Product to Chumby; this is your responsibility.

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

Implied Warranties. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

Limitation of Damages. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, CHUMBY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY.

Consumer Protection. Some states do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by state to state.

Governing Law and Arbitration. This Limited Warranty shall be governed by the laws of the State of California without giving effect to any conflict of law principles that may provide the application of the law of another jurisdiction. Any claim or dispute in connection with this Limited Warranty shall be resolved in a cost effective manner through binding non-appearance-based arbitration. The arbitration shall be initiated through an established alternative dispute resolution provider mutually agreed upon by the parties. The alternative dispute resolution provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any

judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the foregoing arbitration clause does not apply for any reason, you agree to submit to the personal jurisdiction of the state courts located within San Diego County, California and the federal courts in the Southern District of California for the purpose of litigating all such claims or disputes, which courts shall have exclusive jurisdiction of such claims or disputes. Notwithstanding the foregoing, Chumby may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.

Chumby® Software End User License Agreement

IMPORTANT: READ THIS SOFTWARE END USER LICENSE CAREFULLY BEFORE POWERING UP YOUR CHUMBY PRODUCT FOR THE FIRST TIME.

This Chumby Software License Agreement (this “Agreement”) is a legal agreement between you, either an individual or a single legal entity (“you” or “Licensee”), and Chumby Industries, Inc. (“Chumby”, “we,” or “us”), governing your use of the Chumby Software installed on the Chumby Product. You must accept the terms of this Agreement before using the Chumby Product.

By powering up your Chumby Product for the very first time or by otherwise using the Software, or by keeping (and not returning) the Chumby Product past the date thirty (30) days after the original purchase date, you are indicating that you have read and understood, and agree to be bound by, the terms of this Agreement. If you are an individual working for a company, you represent and warrant that you have all necessary authority to bind your company to the terms and conditions of this Agreement.

If you do not agree to the terms and conditions of the Agreement, you are not granted any rights whatsoever in the Software. If you are not willing to be bound by these terms and conditions, you should not use the Chumby Product and immediately return it to Chumby. In that case, Chumby will refund the purchase price you have paid to Chumby for the Chumby Product; provided that you must return the Chumby Product in accordance with Chumby’s return policy. See www.chumby.com/corporate/returns for details.

The term of this Agreement will begin when you power up the Chumby Product or use the Software, or any part of it in any other way, and will continue thereafter unless (a) the parties mutually agree on the termination of the Agreement, or (b) you breach any provision of this Agreement in which case the Agreement shall be terminated automatically and immediately without further notice.

THIS IS A LICENSE AND NOT A SALE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. As used in this Agreement:

“Chumby Product” or “Product” means the Chumby hardware product distributed by Chumby, including the housing, fabric, or other material that encases the electronics.

“Intellectual Property Rights” means all present and future worldwide copyrights, trade secrets, patent rights, moral rights, and other proprietary rights throughout the world, excluding trademark rights.

“Chumby Software” or “Software” means any software, including but not limited to the Adobe® Flash® Lite™ Software, in object code form that is incorporated in and runs on the Chumby Product as originally manufactured and delivered.

2. Licenses; Restrictions; Ownership

2.1 License Grant. Subject to the limitations in this Agreement, Chumby grants a worldwide, nonexclusive, perpetual, royalty free right and license, without right to sublicense, to run the Software only on and as incorporated in the Product.

2.2 Limitations and Licensee Obligations. You shall not (i) copy or distribute, sublicense, lease, rent or otherwise transfer the Software to any third party except with and incorporated in the Product, and then not for value; (ii) modify, adapt, alter, translate, or create derivative works of the Software; (iii) decompile, disassemble, reverse engineer or otherwise derive source code, or attempt to derive source code, from the Software; or (iv) have any of the foregoing done for you by a third party.

2.3 Separately Licensed Code. Certain items of software included with the Chumby Product are subject to separate license terms, including “free software” or “open software” licenses (“Separately Licensed Code”). Some of the Separately Licensed Code is provided by third parties, and some is provided by Chumby under open source license terms. The Separately Licensed Code is not subject to the terms and conditions of Section 2.1, 2.4, or 3.1. Instead, each item of Separately Licensed Code is licensed under the license that accompanies such Separately Licensed Code. Nothing in this Agreement limits your rights under, or grants you rights that supersede, the terms and conditions of any other applicable license accompanying the Separately Licensed Code. As required by the terms of the relevant third-party licenses, Chumby makes the free and open source code provided under such licenses, and Chumby’s modifications to that free and open source code, available by written request at the notice address below.

2.4 Ownership of Chumby Product and Software. The Software and all Intellectual Property Rights therein, are the exclusive property of Chumby or its suppliers. All rights in and to the Software not expressly granted to you in this Agreement are reserved by Chumby. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of Chumby’s existing or future Intellectual Property Rights in the Chumby Product or Chumby Software.

2.5 Third Party Licenses. You are solely responsible for complying with the terms and conditions of any and all components, software, programs, applications,

content or other information or materials that you load, run on or connect to the Chumby Product. Chumby and its suppliers shall have no responsibility, obligations or liability with respect to any components, software, programs, applications, content or other information or materials not incorporated in and delivered with the original Product.

2.6 Trademarks. Chumby does not license to Licensee any rights to any Chumby trademark, trade name, or logo. You may not use the name "Chumby" for commercial purposes without the prior written consent of Chumby.

3. Limited Warranty; Disclaimer

3.1. Chumby warrants that the Software will be capable of operating for a period of ninety (90) days from the date of purchase substantially in accordance with the end-user documentation published by Chumby and delivered with the Chumby Product ("Documentation"), when used as specified by Chumby in the Documentation. If Licensee's state or jurisdiction mandates a longer warranty for this Software, then Licensee has an implied warranty under the laws of that jurisdiction to that extent only. Chumby will, at its sole option and discretion, either make reasonable efforts to correct or provide you with a workaround for any substantial nonconformance of the Software with the Documentation. The foregoing is Licensee's sole and exclusive remedy for breach of any warranty on the Software.

3.2 EXCEPT AS EXPRESSLY PROVIDED IN SECTION 3.1, ALL SOFTWARE IS PROVIDED "AS IS" AND TO THE FULLEST EXTENT PERMITTED BY LAW, CHUMBY AND ITS SUPPLIERS SPECIFICALLY AND EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE WITH RESPECT TO ANY BREACH OF THE FOREGOING WARRANTY.

4. Limitation of Liability. NEITHER CHUMBY NOR ITS SUPPLIERS WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH, ARISING OUT OF, OR RELATING TO THIS AGREEMENT OR THE USE OF THE SOFTWARE, OR FOR THE LOSS OF DATA, INFORMATION OF ANY KIND, BUSINESS, PROFITS, OR FOR OTHER COMMERCIAL OR ECONOMIC LOSS, HOWEVER CAUSED, AND WHETHER OR NOT CHUMBY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CHUMBY'S SUPPLIERS WILL HAVE NO LIABILITY TO LICENSEE WHATSOEVER. IN NO EVENT WILL CHUMBY'S TOTAL LIABILITY TO LICENSEE IN CONNECTION WITH, ARISING OUT OF, OR RELATING TO THIS AGREEMENT OR THE SOFTWARE EXCEED LICENSEE'S PURCHASE PRICE OF THE CHUMBY PRODUCT. THE FOREGOING IS LICENSEE'S SOLE AND EXCLUSIVE REMEDY AGAINST CHUMBY AND ITS SUPPLIERS FOR BREACH OF THIS AGREEMENT OTHER THAN BREACH OF WARRANTY.

5. Termination and Expiration. Upon termination or expiration of this Agreement for any reason, all licensed rights granted in this Agreement will immediately cease

to exist. You must immediately cease all further use of the Software and certify to Chumby in writing that you have fully complied with this requirement.

Sections 1, 2.2, 2.3, 2.4, 2.5, 3, 4 and 6 will survive termination of this Agreement for any reason.

6. Miscellaneous. Licensee may not assign this Agreement or any interest or rights granted hereunder, or delegate any of its duties hereunder, to any third party. Chumby may freely assign this Agreement. This Agreement will terminate immediately upon occurrence of any prohibited assignment, and any attempted assignment or transfer in violation of the foregoing will be null and void. This Agreement is the final, complete and exclusive agreement between the parties relating to the Software and supersedes all prior or contemporaneous proposals, representations, understandings, or agreements relating thereto, whether oral or written. No waiver or modification of the Agreement will be valid unless signed by each party. The waiver of a breach of any term hereof will in no way be construed as a waiver of any other term or breach hereof. The headings in this Agreement do not affect its interpretation. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect. This Agreement shall be governed by the laws of the State of California without giving effect to any conflict of law principles that may provide the application of the law of another jurisdiction. Any claim or dispute in connection with this Agreement shall be resolved in a cost effective manner through binding non-appearance-based arbitration. The arbitration shall be initiated through an established alternative dispute resolution provider mutually agreed upon by the parties. The alternative dispute resolution provider and the parties must comply with the following rules:

a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the foregoing arbitration clause does not apply for any reason, you agree to submit to the personal jurisdiction of the state courts located within San Diego County, California and the federal courts in the Southern District of California for the purpose of litigating all such claims or disputes, which courts shall have exclusive jurisdiction of such claims or disputes. Notwithstanding the foregoing, Chumby may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Should you have any question about this Agreement, or if you desire to contact Chumby, please contact us by mail at Chumby Industries, Inc., 12264 El Camino Real, Suite 203, San Diego, CA 92130.

VERSION 2.1

