



## ava RM-RX1 Remote Control Instructions

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### ava RM-RX1 Remote Control Instructions



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## **TERMS AND CONDITIONS**

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

Last updated: October 12st, 2021

AVA, Inc.  
c/o InCorp Services, Inc.  
919 North Market Street, Suite 950  
Wilmington, DE 19801

AVA Innovations AG  
Niklaus-Konrad-Strasse 8  
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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](mailto: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](http://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 due to the existence of electrical components, namely a lithium-based battery contained within the product. Tampering with and misuse of Lithium-based batteries 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 uses a USB-based power supply, however the Product is only certified to be used with the power supply provided in the box. Even though the charging cable can be plugged into other USB chargers, ONLY USE the Product with the Power Supply and Cable provided. 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, we 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 battery life of the Product may vary. This is due to many conditions outside of the control of AVA Innovations AG, namely but not limited to how the Product is set up, what other products the Product may be used with, and other conditions. AVA Innovations AG cannot guarantee the battery life of the Product, although we have taken great measures to create guidelines of expected battery use, as provided to customers before the Product is purchased. The Product should be kept at a distance from the body and should only be used in your hand. 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.

## **Android™**

To fully use all features of the AVA REMOTE a personal Google Account is required.

## **Contact Us**

If you have any questions about these Terms, please contact us at [support@ava.com](mailto:support@ava.com)

IF YOU DON'T UNDERSTAND THESE TERMS & CONDITIONS PLEASE VISIT [AVA.COM/LEGAL](https://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](mailto:SUPPORT@AVA.COM)

## **REGULATORY INFORMATION**

## Europe

AVA declares that this product herewith complies with the requirements of the RED Directive 2014/53/EU, RoHS Directive 2011/65/EU when installed and used in accordance with the manufacturer's instructions. A copy of the full Declaration of Conformance may be obtained at [www.ava.com/legal/](http://www.ava.com/legal/).

### AVA Remote:

The radio equipment operates in different frequency bands with the following maximum output power:

- WLAN: 2412 – 2472 MHz, 5180 – 5825 MHz
- BT: 2402 – 2480 MHz
- BLE: 2402 – 2480 MHz
- NFC: 13.56 MHz

## FCC STATEMENT

### USA:

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 20 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.

**Caution:** Any changes or modifications to this device not explicitly approved by manufacturer could void your authority to operate this equipment.

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.

### AVA Remote:

This equipment has been SAR tested and conforms to the FCC portable RF exposure requirements of FCC Part 2.1093 for general population / uncontrolled exposure usage. The maximum measured body extremity SAR value is below the legal limits..

### E-Label for the Remote:

To access the e-label information for the AVA Remote, follow the following instructions on your device:

Step 1 – Open the Device Settings. Step 2 – Choose About Remote. Step 3 – Choose Regulatory Labels



For any further FCC statements visit [www.ava.com/legal/](http://www.ava.com/legal/).

## RECYCLING INFORMATION

This symbol on the product or on its packaging indicates that this product shall not be treated as household waste. Instead please deliver it to AVA Innovations AG. The separate collection and recycling of your product and/ or its battery at the time of disposal will help conserve natural resources and ensure that it is recycled in a manner that protects human health and the environment.

## IMPORTANT SAFETY INSTRUCTIONS

1. Read, keep and follow these instructions
2. Heed all warnings
3. Do not use this product near water or expose the product to dripping or splashing of any water liquid and do not place objects filled with liquids, such as vases near or on the AVA products.
4. Clean only with a dry soft cloth. Household cleaners or solvents can damage the finish on your AVA components.
5. Do not install near any heat sources such as radiators, heat registers, stoves or other apparatus (including amplifiers) that produce heat
6. Only use attachments/accessories and power supplies specified by the manufacturer
7. Do not attempt to fix the product yourself. If you experience problems with your AVA product, please contact us at [support@ava.com](mailto:support@ava.com). Do not attempt to repair your AVA product yourself. Disassembly may cause damage to the product or injury to the user.
8. If the product malfunctions in any way, please contact us immediately at [support@ava.com](mailto:support@ava.com). Do not use a damaged or malfunctioning product.
9. Only use the USB cable and wall adapter provided with your AVA Product. Only the USB Cables attached with the provided wall adapters have been tested to comply with safety standards.
10. AVA Products contain components that emit electromagnetic fields. These fields and the magnets in AVA Products may interfere with certain medical devices including, but not limited to, pacemakers and defibrillators. Please maintain a safety distance between your medical device and AVA Product.



You have made it through the important product information.  
Now get back to your audio system and rock out responsibly.

## FCC Statement

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.

**Caution:** Any changes or modifications to this device not explicitly approved by manufacturer could void your authority to operate this equipment.


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.

**Specific Absorption Rate (SAR) information:**

This AVA Innovations AG meets the government’s requirements for exposure to radio waves. The guidelines are based on standards that were developed by independent scientific organizations through periodic and thorough evaluation of scientific studies. The standards include a substantial safety margin designed to assure the safety of all persons regardless of age or health. FCC RF Exposure Information and Statement the SAR limit of USA (FCC) is 1.6W/kg averaged over one gram of tissue. Device types: AVA Innovations AGhas also been tested against this SAR limit. This device was tested for typical body-worn operations with the back of the phone kept 0mm from the body and tested for typical hotspot operations with the front of the phone kept 10mm from the body. To maintain compliance with FCC RF exposure requirements, use accessories that maintain an 0mm separation distance between the user’s body and the back of the phone. The use of belt clips, holsters and similar accessories should not contain metallic components in its assembly. The use of accessories that do not satisfy these requirements may not comply with FCC RF exposure requirements, and should be avoided.



**Documents / Resources**

	<p><a href="#">ava RM-RX1 Remote Control</a> [pdf] Instructions RM-RX1, RMRX1, 2A3K7-RM-RX1, 2A3K7RMRX1, Remote Control, RM-RX1 Remote Control</p>
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**References**

- [AVA Remote](#) | [AVA Speakers](#) | [AVA Inc.](#)
- [LEGAL](#) | [AVA.com](#)
- [AVA Remote](#) | [AVA Speakers](#) | [AVA Inc.](#)
- [LEGAL](#) | [AVA.com](#)
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