

# Privoro Limited Warranty

## REVISION DATE: July 1, 2018

Privoro, LLC (“Privoro”) extends the following exclusive, limited warranty (the “Limited Warranty”) to the original purchaser of the Privoro Product (“Customer”). The Limited Warranty extends only to the Customer and is not transferable to anyone who subsequently purchases, leases, or otherwise obtains the Product from Customer, and applies only to Customer’s personal or business use of the Product. The Limited Warranty is valid only for Products purchased directly from Privoro or from authorized resellers in authorized distribution territories. Unauthorized use or resale of the Product shall render this Limited Warranty null and void.

Privoro warrants that the Product will be free from defects in materials and workmanship for the Limited Warranty Period. During the Limited Warranty Period, Privoro will, at its option: (1) provide replacement parts necessary to repair the Product, or (2) repair the Product or replace it with a comparable product. Replacement parts and replacement Products will be provided only within an authorized Distribution Territory; will be new or serviceably used, comparable in function and performance to the original part or Product; and will be warranted for the remainder of the original Limited Warranty Period or, if longer, 90 days after they are shipped to Customer.

## TERMS AND CONDITIONS (EXCLUSIONS AND LIMITATIONS)

### 1. Supported/Covered Products

This Service is available for the Privoro SafeCase™ (“Product”). The specific Product covered under this Agreement is described on Customer’s invoice or proof of purchase documentation.

### 2. Term

The Limited Warranty Period for the Product is twelve (12) months from the date of original fulfillment to Customer, or longer as required by law, so long as the Product remains in the possession of the original purchaser. Normal wear and tear is specifically not covered by the Limited Warranty.

### 3. Limitations and Exclusions (What is Not Covered)

This Limited Warranty does not cover, and Privoro is not responsible for:

- a. Delivery, assembly, installation, set-up, or adjustment for original or replacement Products or labor or other costs associated with removal or replacement of the Product.
- b. Damage caused by misuse; abuse (including dented, bent, broken, or damaged connectors due to rough handling); accident; fire; flood; wind, lightning, freezing, or other natural weather or exposure conditions of any kind; corrosion or other damage caused by exposure to water or excessive humidity; neglect; theft; vandalism; misplacement; power surges, fluctuations, reductions, or failures; connections to improper voltage or incorrect electrical line voltage; viruses; malware; reckless, willful, or intentional conduct; or any modification or use of the Product that is not authorized or recommended by Privoro.
- c. Damage caused by service or attempted service not authorized by Privoro.
- d. Damage caused by use that is not in accordance with Product instructions or User Manual.
- e. Damages caused by the combination of Products with other non-Privoro products, accessories, parts or components or use of the products, equipment, utilities, services, or parts (including applications, installations, repairs, wiring, or connectors) not supplied or authorized by Privoro which damage the Product or result in service problems.
- f. Damage to other non-Privoro products (including smartphones), accessories, parts or components not supplied or authorized by Privoro.
- g. Damage or failure due to normal wear and tear, improper assembly or maintenance, or installation of parts or accessories not originally intended for or compatible with the Privoro Product.
- h. Uninterrupted or error-free operation of the Product.
- i. Software, including firmware, installed on or added to the Product (for terms of service related to Software, refer to the applicable End User License Agreement).
- j. Cosmetic damage, exterior finish, discoloration of paint or plastic, or other issues that do not affect Product functionality.
- k. Modifications or adaptations made to enable a Product to operate in a country other than the country for which it was designed, manufactured, approved or authorized for sale, or repair of Products damaged by these modifications.

### 4. Instructions for Obtaining Limited Warranty Service

To obtain Limited Warranty service, first contact Privoro Customer Support by visiting <http://www.privoro.com/support>



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Customer may be asked to assist Privoro in diagnosing issues with Customer's Product prior to returning the Product to Privoro, and Customer agrees to provide such assistance. If so requested, Customer must deliver the Product in either its original packaging or packaging affording an equal degree of protection to the Privoro authorized service facility specified. A dated purchase receipt is required. Privoro may require that Customer ship the Product or certain parts back to Privoro. If it is determined that the Privoro Product must be returned for inspection, repair, or replacement, Privoro will provide Customer with a Return Materials Authorization ("RMA") number. Customer is responsible for assuring that all parts and components are returned to Privoro, and that no personal or third party items or components are sent to Privoro. Privoro will not return and is not responsible for loss or damage to personal or third party items erroneously sent to Privoro. CUSTOMER IS RESPONSIBLE FOR ANY DAMAGE TO THE PRODUCT DURING SHIPMENT TO PRIVORO OR THE AUTHORIZED PRIVORO SERVICE CENTER.

## 5. Implied Warranties

TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. IN SO FAR AS ANY SUCH WARRANTY CANNOT BE DISCLAIMED, ANY IMPLIED WARRANTY SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

## 6. Limitation of Liability

PRIVORO SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. PRIVORO'S MAXIMUM LIABILITY IS LIMITED TO THE PURCHASE PRICE CUSTOMER PAID FOR THE PRODUCT. PRIVORO IS NOT LIABLE TO CUSTOMER FOR EVENTS BEYOND PRIVORO'S CONTROL, ACTS OF GOD, VIRUSES, PROPERTY DAMAGE, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA, OR OTHER CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Some states or jurisdictions 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 may not apply to Customer. This Limited Warranty gives Customer specific legal rights and Customer may have other rights which vary from state to state, or by jurisdiction. To the extent limited or restricted by state or local law, these limitations shall apply to the full extent allowable under such law.

## 7. Unauthorized Repairs

Any attempt to repair the Product may create a risk of injury. PRIVORO IS NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGE, LOSS OR LIABILITY ARISING FROM ANY PERSONAL INJURY INCURRED DURING THE COURSE OF, OR AS A RESULT OF, ANY REPAIR OR ATTEMPTED REPAIR BY CUSTOMER OR ANYONE OTHER THAN AN AUTHORIZED SERVICE TECHNICIAN. All repairs attempted by CUSTOMER on the Product are undertaken AT CUSTOMER'S OWN RISK and Privoro shall have no liability for any injury to person or property arising from such unauthorized repairs

## 8. International Support

Support, including repair and replacement, is provided only in authorized Distribution Territories. Customer is responsible for and must comply with all applicable export laws and regulations if Customer exports the Product from the original place of purchase. Customers outside the United States are responsible for paying all freight and brokerage charges incurred in shipping (including importing/exporting costs) any defective parts to Privoro. International Customers are responsible for all customs duties, VAT, GST and other associated taxes and charges.

## 9. General

This Limited Warranty Statement provides the entire obligation of Privoro with regard to repair, replacement or support of the Product. The Limited Warranty Statement shall not be modified, altered, amended, or supplemented without the written agreement of Privoro which specifically states that such writing is intended to modify, alter, amend or supplement this Limited Warranty Statement. Any additional or altered terms shall be null and void, unless expressly agreed to in writing by Privoro. If any term of this Limited Warranty Statement is determined to be illegal or unenforceable, the legality or enforceability of the remaining provisions shall not be affected or impaired. This Limited Warranty Statement and any sales or obligations created hereunder shall be governed by the laws of the State of Arizona, United States of America, without regard to the impact of any conflict of laws rules thereunder.

This Limited Warranty gives Customer specific legal rights. Customer may also have other rights which vary from state to state, jurisdiction to jurisdiction, or province to province.

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