

# Limited Product Warranty

## Limited Product Warranty

Proxy42, Inc. ("Proxy") and/or its subsidiaries and affiliates warrants to the original purchaser that your Inceptor device (the "Product") shall be free from defects in materials and workmanship under normal use for a period of one (1) year from the date of purchase (the "Warranty Period"), except that you purchased the Product in the European Economic Area ("EEA") as a private consumer residing in the EEA pursuant to the EC Directive 1999/44, in which case the Warranty Period is two (2) years from the date of purchase.

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

## Remedies

If a hardware defect arises and a valid claim is received by Proxy within the Warranty Period, Proxy will, at its option and to the extent permitted by law, either (1) repair the Product at no charge, using new or refurbished replacement parts or (2) replace the Product with a new or refurbished Product. In the event of a defect, to the extent permitted by law, these are your sole and exclusive remedies. Shipping and handling charges may apply except where prohibited by applicable law. This Limited Warranty is valid only in the jurisdictions where the Products are sold by Proxy itself or through its authorized reseller or agent, and is valid to the extent permitted by the applicable laws of such jurisdictions. Any replacement hardware product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, or for any additional period of time that may be applicable in your jurisdiction.

## How to Obtain Warranty Service

To obtain warranty service, you must deliver the Product, in either its original packaging or packaging providing an equal degree of protection, to the address specified by Proxy. In accordance with applicable law, Proxy 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 Proxy will not be responsible for any such damage or loss. For specific instructions on how to obtain warranty service on your Product, visit the Proxy website <http://www.father.io/inceptorsupport>

## **Exclusions and Limitations**

This Limited Warranty applies only to the Product manufactured by or for Proxy that can be identified by the "Father.IO INCEPTOR" trademark, trade name, or logo affixed to it. The Limited Warranty does not apply to any (a) Proxy products and services other than the Product, (b) non-Proxy hardware product, (c) consumables (such as batteries).

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 Proxy. In addition, this Limited Warranty does not apply: (a) to damage or deterioration of the Product caused by use with non-Proxy products or unapproved accessories; (b) to damage caused by accident, abuse, misuse (including damages or poor performance caused by failure to follow warnings and instructions of Proxy), flood, fire, earthquake or other external causes; (c) to damage caused by operating the Product outside the permitted or intended uses described by Proxy or with improper voltage or power supply; (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Proxy; (e) to damage caused by collision, fall and damages during transport, or (f) replacement of removable parts and/or subject to normal wear and tear, except in the event you give evidence that is a manufacturing defect.

Proxy refuses any responsibility for any damage which can, directly or indirectly, be caused to person, things or animals as a consequence of the improper use of the Product.

Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty.

No Proxy reseller (including distributor), 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.

**WARNING:** If you intend to leave the product unused for a long time (3 months or longer), it is strongly recommended to store the product in an environment with temperatures between 10 and 25°C (i.e. 50° and 77° F), low humidity and without corrosive gas. The product should be charged at least every four months to ensure that each cell storage voltage is maintained at 3.6~3.9V. Damages or poor performance caused by failure to follow warnings and instructions can void your manufacturer's warranty.

## **Implied Warranties**

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES (INCLUDING WARRANTIES OF MERCHANTABILITY SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. Some jurisdictions do not allow limitations on the duration of an implied warranty, so the above limitation may not apply to you.

## **Limitation of Damages**

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, PROXY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE OR

DATA, RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, EVEN IF PROXY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### **Governing Law**

This Limited Warranty shall be governed by the laws of the State of California, USA, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

### **National Statutory Rights**

Consumers in some jurisdictions may have legal rights under applicable national legislation governing the sale of consumer goods, including, without limitation, national laws implementing EC Directive 99/44. These rights are not affected by the warranties in this Limited Warranty and shall, in the event of discrepancy with the terms of this Limited Product Warranty, prevail over the latter.

November 2017