

Limited Warranty and Return Policy

Proxee branded hardware products purchased in the U.S. come with a **60-day** warranty. The following sections describe the limited warranties and the Return Policy for the U.S.

1. **What is covered by this limited warranty?** This limited warranty covers defects in materials and workmanship in your—our end-user customer's—Proxee branded hardware products.
2. **What is not covered by this limited warranty?** This limited warranty does not cover:
 - a. Software, including the operating system and software added to the Proxee branded hardware products through our factory-integration system, third-party software, or the reloading of software
 - b. Non-Proxee-branded products and accessories
 - c. Problems that result from:
 - i. External causes such as accident, abuse, misuse, or problems with electrical power
 - ii. Servicing not authorized by us
 - iii. Usage that is not in accordance with product instructions
 - iv. Failure to follow the product instructions or failure to perform preventive maintenance
 - v. Problems caused by using accessories, parts, or components not supplied by us
 - d. Products with missing or altered service tags or serial numbers
 - e. Products for which we have not received payment

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). PROXEE'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THE LIMITED WARRANTY PERIOD REFLECTED ABOVE. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE. ANY AMOUNT PAID OUT WILL BE DONE SO THROUGH INSTALLMENTS EQUAL TO NO MORE THAN 100 UNITED STATES DOLLARS PER MONTH. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

3. **How long does this limited warranty last?** This limited warranty lasts for 60 days. The limited warranty begins on the date of the invoice. The warranty period is not extended if we repair or replace a warranted product or any parts. Proxee may change the availability of limited warranties, at its discretion, but any changes will not be retroactive.
4. **Returning Items for Warranty Repair or Credit:** Prepare all items being returned, whether for repair or credit, as follows:
 - a. Call Proxee to obtain an authorization number, and write it clearly and prominently on the outside of the box.
 - b. Include a copy of the invoice and a letter describing the reason for the return.

- c. Include any accessories that belong with the item(s) being returned (power cables, CDs, guides, and so on) if the return is for credit.
 - d. Pack the equipment to be returned in the original (or equivalent) packing materials.
 - e. You are responsible for paying shipping expenses. You are also responsible for insuring any product returned, and you assume the risk of loss during shipment to Proxee. Collect-on-delivery packages are not accepted. Returns that are missing any of the preceding requirements will be refused and returned to you.
5. **What will Proxee do?** Proxee will repair any Proxee branded hardware products returned to us that prove to be defective in materials or workmanship.
- a. If we are not able to repair the product, we will replace it with a comparable product that is new or refurbished.
 - b. When you contact us, we will issue a Return Material Authorization Number for you to include with your return.
 - c. You must return the products to us in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk if the product is lost or damaged in shipment. We will return the repaired or replacement products to you. We will pay to ship the repaired or replaced products to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions). Otherwise, we will ship the product to you freight collect.
 - d. If we determine that the product is not covered under this warranty, we will notify you and inform you of service alternatives that are available to you on a fee basis.
 - e. **NOTE:** Before you ship the product(s) to us, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). Remove any confidential, proprietary, or personal information and removable media such as diskettes, CDs, or PC Cards. We are not responsible for any of your confidential, proprietary, or personal information; lost or corrupted data; or damaged or lost removable media.
7. **How will you fix my product?** We use new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and systems. Refurbished parts and systems are parts or systems that have been returned to Proxee, some of which were never used by a customer. All parts and systems are inspected and tested for quality. Replacement parts and systems are covered for the remaining period of the limited warranty for the product you bought.
8. **What do I do if I am not satisfied?** We pride ourselves on our great customer service. If you are not satisfied with the service you receive under this limited warranty, please let us know. We have found that the best way to resolve issues regarding our limited warranty is to work together. If, after discussion with Proxee staff, you are still not satisfied, we believe arbitration is the most expeditious way to resolve your concerns. Therefore, **ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT, OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT, AND EQUITABLE CLAIMS) AGAINST PROXEE LLC** arising from or relating to this limited warranty, its interpretation, or the breach, termination, or validity thereof, the relationships which result from this limited warranty(including, to the full extent permitted by applicable law, relationships with third parties), Proxee's advertising, or any related purchase **SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF)** under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com/> or via telephone at 1-800-474-2371). The arbitration will be limited solely to the dispute or controversy between you and Proxee. Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. Information may be obtained and claims may be filed with the NAF at P.O. Box 50191, Minneapolis, MN 55405. This provision applies only to individual home consumers. It

does not apply to small, medium, large, and global commercial customers or government, education, and healthcare customers.

9. **May I transfer the limited warranty?** Limited warranties on systems may be transferred if the current owner transfers ownership of the system and records the transfer with us.
10. **"Total Satisfaction" Return Policy** (U.S. Only): We value our relationship with you and want to make sure that you're satisfied with your purchases. That's why we offer a "Total Satisfaction" return policy for most products that you—the end-user customer—purchase directly from Proxee. Under this policy, you may return to Proxee products that you purchased directly from Proxee for a credit of the purchase price paid, less shipping and handling fees and a restocking fees of up to 15% of the value of your purchase. You are also responsible for registering and insuring any materials shipped to us against loss or damage in route.
11. **New Hardware Products and Accessories Returns** - All new hardware, accessories, parts, and unopened software still in its sealed package, excluding the products listed below, may be returned within thirty days from the invoice date.
 - a. To return applications software or an operating system that has been installed by Proxee, you must return the entire computer. If the operating system has been activated it cannot be returned. You can retain the included copy of said operating system for further use and the cost of replacing the operating system will be reduced from any credited amount. Those products may be returned within thirty days from the invoice date, but a fifteen percent (15%) restocking fee will be deducted from any refund or credit. The "Total Satisfaction" Return Policy is not available for any controllers purchased through Proxee.
 - b. To return products, contact Proxee customer service to receive a Credit Return Authorization Number within the return policy period applicable to the product you want to return. You must obtain a Credit Return Authorization Number in order to return the product. You must ship the products to Proxee within five days of the date that Proxee issues the Credit Return Authorization Number. You must also return the products to Proxee in their original packaging, in as-new condition along with any media, documentation, and all other items that were included in the original shipment, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment.