

# Limited One-Year Hardware Warranty

Thank you for purchasing eyecloud.ai products.

## **HOW CONSUMER LAW RELATES TO THIS WARRANTY**

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE, PROVINCE, OR COUNTRY. OTHER THAN AS PERMITTED BY LAW, EYECLLOUD.AI DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR STATE, PROVINCE, OR COUNTRY.

For standard eyecloud.ai warranty support, please send an email to: [service@eyecloud.tech](mailto:service@eyecloud.tech).

## **PRODUCTS COVERED BY THIS WARRANTY**

**As indicated above, the benefits to the consumer given by this eyecloud.ai warranty do not exclude any other rights and remedies of the consumer under any law in relation to the goods and services to which the warranty relates. This warranty applies to any eyecloud.ai products you have purchased from an authorized eyecloud.ai reseller.**

Our policy is to offer product warranties and to perform services only on products purchased from an authorized eyecloud.ai reseller and only accompanied by a receipt or proof of purchase.

If you purchase a eyecloud.ai product from an unauthorized reseller or if the original factory serial number has been removed, defaced or altered, this eyecloud.ai warranty will not be valid.

Unfortunately, there are some websites and dealers who claim to be authorized eyecloud.ai resellers but are not. Products sold on these websites or from these dealers do not carry a warranty from eyecloud.ai. When you purchase products from an unauthorized website or dealer, you are taking a risk because these products may be counterfeit, used, defective, or may not be designed for use in your country. Please protect yourself and your eyecloud.ai product by ensuring that you only purchase eyecloud.ai products from an authorized reseller. If you have any questions about authorized resellers, please send emails to [service@eyecloud.tech](mailto:service@eyecloud.tech).

## **WHAT THIS WARRANTY COVERS**

eyecloud.ai warrants its products contained in their original packaging against defects in material and workmanship when the products are used normally for their intended purposes. All eyecloud.ai limited warranties begin on the date of purchase. PLEASE RETAIN A COPY

OF YOUR RECEIPT AS PROOF OF PURCHASE. The length of the limited warranty will be **ONE-YEAR**.

All eyecloud.ai warranties (as opposed to statutory guarantees or non-excludable statutory warranties), including any implied warranties, are valid only for the period of time the eyecloud.ai product is owned by the "original purchaser" of the product. The "original purchaser," for the purposes of this warranty, is the first purchaser of the product from eyecloud.ai or an eyecloud.ai authorized reseller. All eyecloud.ai limited warranties, including lifetime warranties, are not transferable. There are some components of current eyecloud.ai products, such as hard drives and power supplies that may have warranty lengths that differ from the underlying eyecloud.ai product.

TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, THIS WARRANTY AND ANY IMPLIED WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### **WHAT IS NOT COVERED BY THE EYELOUD.AI WARRANTY**

This warranty does not apply if the eyecloud.ai product fails due to damage from shipment, handling, storage, accident, abuse or misuse, or if it has been used or maintained in a manner not conforming to product manual instructions, has been modified in any way, or has had any serial number removed or defaced. Repair or modification of the product by anyone other than eyecloud.ai or an eyecloud.ai approved agent will void this warranty.

#### **YOUR RESPONSIBILITIES**

In order to obtain warranty service under this eyecloud.ai warranty, during the eyecloud.ai product's warranted period, as set forth above, you must submit a valid claim to eyecloud.ai by:

1. Contacting eyecloud.ai technical support via App or our website;
2. Returning (at your shipping cost) the failed product to the address provided by eyecloud.ai technical support; and
3. Providing eyecloud.ai with proof of the original date of purchase.

eyecloud.ai will not accept collect shipments for warranty service, but replacement products will be returned to you at eyecloud.ai's cost after completing the above three steps. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished or used parts may be used to repair the goods. If eyecloud.ai, by its sole determination, is unable to replace the defective product, it will refund the depreciated purchase price of the product.

IF YOUR EYELOUD.AI PRODUCT IS CAPABLE OF STORING SOFTWARE PROGRAMS, DATA

AND OTHER INFORMATION, YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE INFORMATION CONTAINED ON THE STORAGE MEDIA TO PROTECT THE CONTENTS AND AS A PRECAUTION AGAINST POSSIBLE OPERATIONAL FAILURES. DURING WARRANTY SERVICE OR ANY OTHER TECHNICAL SUPPORT IT IS POSSIBLE THAT THE CONTENTS OF THE EYECLLOUD.AI PRODUCT'S STORAGE MEDIA WILL BE LOST, REPLACED OR REFORMATTED. IN SUCH AN EVENT EYECLLOUD.AI AND ITS AGENTS ARE NOT RESPONSIBLE FOR ANY LOSS OF SOFTWARE PROGRAMS, DATA OR OTHER INFORMATION CONTAINED ON THE STORAGE MEDIA OR ANY OTHER PART OF THE EYECLLOUD.AI PRODUCT SERVICED.

### **EYECLLOUD.AI'S RESPONSIBILITIES**

As long as you fulfill your obligations under "YOUR RESPONSIBILITIES" above, eyecloud.ai will replace your product with the same or functionally equivalent product, at its discretion, free of charge (except for shipping charges as provided above).

### **LIMITATION OF LIABILITY**

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EYECLLOUD.AI IS NOT LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM USE OR MALFUNCTION OF EYECLLOUD.AI PRODUCTS, COMPROMISE OR CORRUPTION OF DATA, LOSS OF PROFITS OR REVENUES, COSTS OF REPLACEMENT GOODS OR COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE EYECLLOUD.AI PRODUCT, EVEN IF EYECLLOUD.AI IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES (OR COUNTRIES OR PROVINCES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS DOCUMENT DO NOT AFFECT YOUR STATUTORY RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW OR UNITED STATES CONSUMER LAW. Subject to any statutory rights you may have under the United States consumer law, to the fullest extent otherwise permitted by law and except as specifically provided in this document, the warranties and remedies in this warranty agreement are exclusive and in lieu of all others, oral or written, express or implied. Any and all other warranties are expressly excluded.

This warranty will be governed and construed in accordance with the laws of the country in which the eyecloud.ai product purchase took place.

Website: <http://www.eyecloud.ai>

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.