

ROYOLE CORPORATION LIMITED CONSUMER WARRANTY POLICY (“Warranty Policy”) (US Only)

PLEASE REVIEW THIS WARRANTY POLICY CAREFULLY AS IT SETS FORTH YOUR RIGHTS AND ROYOLE’S WARRANTY OBLIGATIONS FOR ROYOLE PRODUCTS. THIS WARRANTY POLICY ALSO CONTAINS A MANDATORY ARBITRATION CLAUSE. YOU AGREE TO THIS WARRANTY POLICY BY USING ROYOLE PRODUCTS. IF YOU DO NOT AGREE TO THIS WARRANTY POLICY, DO NOT USE THE ROYOLE PRODUCT AND RETURN IT IN ACCORDANCE WITH THE INSTRUCTIONS YOU ARE PROVIDED BY ROYOLE’S SUPPORT TEAM.

Limited Warranty. Royole Corporation (“**Royole**”) provides the following limited warranty to consumers who purchase a new product directly from Royole or a Royole authorized retailer or reseller (“**Product**”). During the Warranty Period, Royole warrants that the Product will be free from defects in material and workmanship when the Product is used for personal use, under normal personal use conditions and in accordance with any instructions or documentation provided with the Product or online by Royole (“**Limited Warranty**”). If the Product fails to meet the Limited Warranty during the Warranty Period, Royole will, at its option and to the extent permitted by law, (i) repair the Product using new or refurbished parts, (ii) replace the Product with a new or refurbished product, or (iii) refund the purchase price of the Product. For purposes of this Limited Warranty, “**refurbished**” means a product or part that has been returned to its original specifications.

Warranty Period. The Limited Warranty applies for a period of 1 year from the date of original retail purchase (if purchased from a Royole authorized retailer or Royole authorized reseller) or 1 year from the date of shipment if purchased directly from Royole (“**Warranty Period**”).

Parts. During the Warranty Period, Royole will supply new or refurbished replacement parts in exchange for parts determined to be defective.

This Limited Warranty covers only the hardware components of the Product and the operating system software unique to the Product, if applicable. It does not cover any warranty or technical assistance for software included with the Product. Any such software is provided “AS IS” unless expressly provided for in any other product terms of use issued by Royole. Please refer to the Terms of Use included with the Product for your rights and obligations with respect to the software included with the Product. If you believe the software issues is related to the operating system unique to the Product, please contact the Royole Support Team.

Warranty Instructions. If there is a defect in the hardware component of your Product, please contact:

Email Royole’s Support Team:

support@royole.com

Or Call the Royole Support Center

866-397-0080

After consultation with the Royole support team or Royole support center, Royole may require that you return the Product to Royole at your expense. Do not return the Product to Royole unless Royole asks you to return the Product. If Royole asks you to return the Product, you must deliver the Product and all of its accessories, freight prepaid (unless otherwise specified by Royole’s Support Team), in either its original packaging or packaging affording an equal degree of protection, to the Royole authorized service facility specified to you. With your returned Product, you must include a dated purchase receipt from Royole or a Royole authorized retailer or Royole authorized reseller, as well as a return material authorization number provided by the Royole Support Team. It is your responsibility to backup any data, software or other materials you may have stored or preserved on your unit. It is likely that such data, software, or other materials will be lost or reformatted during service and Royole will not be responsible for any such damage or loss.

Repair / Replacement Warranty. This Limited Warranty will apply to any repair or replacement part or repair or replacement Product for the remainder of the original Limited Warranty period or for 90 days, whichever is longer. Royole may request that you replace defective parts with user-installable new or refurbished parts that Royole provides in fulfillment of its warranty obligation. Any parts or Product replaced under this Limited Warranty will become Royole’s property.

Warranty Limitations. This Limited Warranty only covers Product issues caused by defects in material or workmanship during ordinary consumer use. This Limited Warranty does not cover (a) Product issues caused by any other reason, including but not limited to product issues due to commercial use, acts of God, misuse, accident (including without limitation exposure to water, food, etc.), neglect, abuse, limitations of technology, or repair or modification of or to any part of the Product, (b) normal wear and tear, (c) use that is not authorized by Royole or indicated on the Product documentation, (d) use of the Product with accessories not approved by Royole, (e) damage resulting from your failure to download updates to any software or firmware for the Product or if you unplug the Product during an update; (e) use of the Product in violation of applicable laws or ordinances, (f) any damage to any computer or other product to which the Product connects, or (g) Product purchased from anyone other than Royole or a Royole authorized retailer or reseller, included without limitation, used or resold products. To determine if a retailer is a Royole authorized retailer or if a reseller is a Royole authorized reseller, please contact Royole’s support team at the email address or phone number provided above. This Limited Warranty does not cover Royole products sold AS IS or WITH ALL FAULTS or consumables (such as fuses or batteries). This Limited Warranty is invalid if the factory-applied serial number has been altered or removed from the Product. This Limited Warranty is valid only in the United States. This Limited Warranty cannot be assigned or transferred to a subsequent purchaser of the Product.

LIMITATION ON DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ROYOLE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, WITHOUT REGARD TO CAUSE OR THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS BEING REPAIRED OR REPLACED, EVEN IF ROYOLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE, ROYOLE'S, ITS SUPPLIER'S, AUTHORIZED RETAILERS' AND AUTHORIZED DISTRIBUTORS' ENTIRE LIABILITY UNDER THIS WARRANTY POLICY OR FOR ANY DEFECT IN THE PRODUCT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCT.

EXCLUSIVE REMEDY AND EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES PROVIDED IN THIS WARRANTY POLICY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES OR WARRANTIES. EXCEPT AS SET FORTH IN THIS LIMITED CONSUMER WARRANTY, THE PRODUCT IS PROVIDED AS-IS WITH ALL FAULTS. ROYOLE DOES NOT WARRANT THAT THE PRODUCT WILL BE ERROR FREE. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, AND EXCEPT AS SET FORTH IN THIS WARRANTY POLICY, ROYOLE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, USAGE OF TRADE, AND NON-INFRINGEMENT.

This Warranty Policy is governed by the laws of the state of California, without reference to its choice of law principles. Some states 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 or exclusions may not apply to you. This Limited Warranty gives you specific legal rights and you may have other rights which vary from state to state. **ANY DISPUTE ARISING UNDER THIS WARRANTY POLICY WILL BE RESOLVED PURSUANT TO THE ARBITRATION PROVISION SET FORTH IN ROYOLE'S TERMS OF USE AVAILABLE AT www.royole.com/support**