

AsReader Care (Limited Extended Warranty Service Pack)

AsReader Care (Limited Extended Warranty Service Pack) obligations of AsReader, Inc. for a warranted product are limited to the conditions defined by the following:

1. AsReader Care Coverage

AsReader Care, a Limited Extended Warranty Service Pack (“Warranty” and/or “Agreement”), covers parts and labor for manufacturing defects in materials and workmanship in the AsReader Product (“Product”) for the period described in Section 2, to the original end user customer or purchaser of this Product (“You”). This Warranty can only be purchased within 1 month of purchasing the Product. This Warranty cannot be purchased after the use of the Product has begun. If a defect in the Product arises during the Warranty period, AsReader, Inc. will repair or replace this Product at AsReader, Inc.’s discretion, and at no charge, with new or reconditioned parts of equal or greater value. This Warranty does not cover consumable parts such as batteries. These provisions do not restrict Your legal rights.

2. Warranty Period

The applicable Warranty period varies depending on the Service Pack purchased, two (2) or three (3) years. The termination of this Warranty will be at the expiration of the applicable period defined below, and AsReader, Inc. will not notify You at the time of Warranty expiration.

Warranty Service Pack Options:

2-Year Pack: Replaces the AsReader One Year Limited Warranty with this Limited Extended Warranty Service which lasts a total period of twenty-four (24) months from Product delivery date or twenty-five (25) months from the ship out date; the Warranty ends on whichever date is sooner.

3-Year Pack: Replaces the AsReader One Year Limited Warranty with this Limited Extended Warranty Service which lasts a total period of thirty-six (36) months from Product delivery date or thirty-seven (37) months from the ship out date; the Warranty ends on whichever date is sooner.

3. Warranty Services Provided

3.1 Repair and Replacement Services:

Replacements are limited to one device per year for the duration of the Limited Warranty. Repairs and replacements are free of charge for manufacturing defects. However, a repair fee based on parts and labor will be charged in the following cases:

- (1) If You notify AsReader, Inc. of damages caused by negligence or accidents, and You request a repair service for the damages.
- (2) If Product damage is found to have been caused by Your negligence or accident after an inspection, and You consent to a repair service for these damages.

3.2 Preferential Battery Price:

This Warranty does not cover replacement of the battery of the Product because it is a consumable item. However, You will receive a preferential price on batteries for the duration of the Warranty period.

4. Warranty Service Exclusions

4.1 The Warranty does not apply to:

- (1) A product that is not the same Product that the Warranty was purchased for.
- (2) Products with altered or defaced serial numbers and/or serial numbers that do not match the Product that the Warranty was purchased for.
- (3) Cosmetic damages or exterior finishes.
- (4) Damages or repairs incurred as a result of:
 - (a) Failures or problems which are caused by products or equipment not supplied by AsReader, Inc.
 - (b) Accidents, misuse, abuse, neglect, misapplication, fire, water, or other acts of nature.
 - (c) Incorrect electrical line voltage, fluctuation or surges.
 - (d) Improper or faulty installation.
 - (e) Improper connection with any peripheral.
 - (f) Product alteration or modification.
 - (g) Improper or unauthorized repair.
 - (h) Failure to follow operating instructions defined by the manufacturer.
 - (i) Use of non-AsReader or unauthorized parts, supplies, accessories or equipment which damage this Product or result in service problems.
 - (j) Failures or problems due to incompatibility with other equipment.
 - (k) Use of this Product in an unsupported region.
 - (l) Use of the Product outside its intended function and environment.
- (5) Lost or stolen Products. This Warranty only covers Products returned in a complete state.
- (6) Preventative maintenance services for the Product.
- (7) Normal wearing or aging of a Product.

IMPORTANT: Do not open the Product itself. Damage caused as a result of opening the Product will not be covered by this Warranty.

4.2 Technical Support does not apply if:

- (1) Unsupported iOS devices or iOS versions are used with the Product.
- (2) The problem can be solved by a software update to the latest version at the time.
- (3) The problem involves custom software developed by You.

5. How to Get Warranty Service

Please contact the company that sold You the Product first. The company shall contact AsReader, Inc. to proceed with a repair or replacement service covered by this Warranty. All replacement Products or parts under this Warranty shall be in an equal or better functional condition as the original Product. AsReader, Inc. shall pay for the shipping costs incurred when sending the Product to You. You shall pay for the shipping costs incurred when sending the Product to AsReader, Inc. In the case of a replacement, the original Product will become the property of AsReader, Inc., and the replacement Product will become the property of You. The remaining period of the Warranty from the original Product will be applied to the replacement Product.

6. Your Responsibilities

To receive any Warranty services, You agree to abide by the following:

- (1) Provide all information including, but not limited to, the model and serial number of the Product, purchase/delivery date, iOS device(s) connected to the Product, all displayed error messages, symptoms, causes, actions taken before the malfunction, and actions taken to solve the malfunction.

- (2) Follow our instructions including, but not limited to:
 - (a) Shipping instructions.
 - (b) Updating firmware or applications.

IMPORTANT: Please do not send any products or accessories other than the Product under Warranty.

7. Cancellation of Warranty

You can cancel this Warranty at any time, regardless of the reason, but the cost of this Warranty is nonrefundable, even if canceled.

8. Transfer of Warranty

You cannot transfer the customer's rights of this Warranty to a third party.

9. Other Conditions

- (1) AsReader, Inc. may use a third-party when providing this Warranty service to You and/or other customers. Even in this case, AsReader, Inc. will not be exempt from obligations to You.
- (2) AsReader, Inc. is not responsible for delays in Warranty service that are reasonably beyond our control.
- (3) You do not need to take preventative maintenance care to receive support from this Warranty.
- (4) Minors cannot purchase this Warranty. This Warranty service cannot be used if prohibited by law.
- (5) You agree that none of the information or data disclosed to us in this Warranty service is confidential or proprietary to You. In addition, You consent to AsReader, Inc. collecting and processing data on Your behalf when we provide the Warranty service. This may include sending Your data to our affiliates in accordance with our company's privacy policy.
- (6) The terms of this Warranty outlined in this Agreement take precedence to conflicting terms, additional terms or other terms of purchase orders and other documents, and constitute the entire Agreement between You (the customer) and us (AsReader, Inc.) regarding this Warranty service.
- (7) There is no informal dispute resolution process in this Warranty service.
- (8) The financial and legal person in charge of this Warranty service is AsReader, Inc.
- (9) This Agreement shall be interpreted in accordance with laws of the State of California, including all matters of construction, validity, performance and enforcement, without giving effect to any principles of conflicts of laws. Any dispute or proceeding concerning this Agreement shall be resolved by proceedings held in a court of competent jurisdiction in Orange County, California, USA.

10. Limitation of Liability / Exclusive Remedy

To the extent permitted by applicable law, AsReader, Inc. is not liable for any direct, indirect, consequential, or incidental damages You may incur in connection with Your purchase and/or use of the Product. The Warranty and Remedies described above are exclusive and in lieu of all other Warranties, remedies, and conditions, whether oral, written, express, statutory, or implied. To the extent permitted by applicable law, AsReader, Inc. disclaims all implied and statutory warranties. If implied warranties cannot be legally disclaimed then such warranties are limited in duration and scope to the duration and scope of this Limited Warranty. Any recovery is limited to the original purchase price. No other person is authorized to modify this Limited Warranty.