

## Ultimate Backup One (1) Year Limited Warranty

Simplified I.T Products' warranty obligations for this hardware product are limited to the terms set forth below:

Simplified IT Products, LLC. ("Simplified IT Products") warrants this Simplified IT Products-branded, Ultimate Backup, against defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of retail purchase by the original end-user purchaser ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Simplified IT Products will either:

- (1) repair the hardware defect at no charge, using new or refurbished replacement parts
- (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or
- (3) refund the purchase price of the product. Simplified IT Products may request that you replace defective parts with new or refurbished user-installable parts that Simplified IT Products provides in fulfillment of its warranty obligation.

A replacement product or part assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Simplified IT Products' property. Parts provided by Simplified IT Products in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to Simplified IT Products and becomes Simplified IT Products' property.

### EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to hardware products manufactured by or for Simplified IT Products that can be identified by the "Ultimate Backup" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Simplified IT Products hardware products or any software. Simplified IT Products, in so far as permitted by law, provides their products "as is". Software distributed by Simplified IT Products with or without the Simplified IT Products brand name (including, but not limited to system software) is not covered under this Limited Warranty.

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

This warranty does not apply: (a) to damage caused by use with non-Simplified IT Products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) to damage

caused by operating the product outside the permitted or intended uses described by Simplified IT Products; (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Simplified IT Products or a Simplified IT Products Authorized Service Provider; (e) to a product or part that has been modified to alter functionality or capability without the written permission of Simplified IT Products; (f) to cosmetic damage, including but not limited to scratches, dents and broken plastic.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. Simplified IT Products' RESPONSIBILITY FOR HARDWARE DEFECTS IS LIMITED TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY Simplified IT Products IN ITS SOLE DISCRETION. ALL EXPRESS AND IMPLIED WARRANTIES, 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 THIS LIMITED WARRANTY. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. No Simplified IT Products reseller, agent, or employee is authorized to make any modification, extension, or addition to this 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.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, Simplified IT Products IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH Simplified IT Products AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS.

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

#### OBTAINING WARRANTY SERVICE

Please access and review the online help resources (FAQ) referred to in the documentation accompanying this hardware product before requesting warranty service. If the product is still not functioning

properly after making use of these resources, please contact the Simplified IT Products representatives via email at [support@ultimatebackup.com](mailto:support@ultimatebackup.com). You must assist in diagnosing issues with your product and follow Simplified IT Products' warranty processes. Simplified IT Products may restrict service to the fifty states of the United States of America and the District of Columbia and Canada, and provide warranty service by sending you new or refurbished customer installable replacement product or parts to enable you to service or exchange your own product ("Service").

When providing service requiring the return of the original product, Simplified IT Products may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you follow instructions, Simplified IT Products will cancel the credit card authorization, so you will not be charged for the product or part and shipping costs. If you fail to return the replaced product or part as instructed, Simplified IT Products will charge the credit card for the authorized amount.

Service options, parts availability and response times may vary. Service options are subject to change at any time. In accordance with applicable law, Simplified IT Products may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service.

Simplified IT Products will maintain and use customer information in accordance with the Simplified IT Products Customer Privacy Policy accessible at <https://ultimatebackup.com/pages/privacy-policy>.

Before you deliver your product for warranty service it is your responsibility to keep a separate backup copy of the contents. **THE CONTENTS OF YOUR PRODUCT WILL BE DELETED AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF WARRANTY SERVICE.** Your product will be returned to you configured as originally purchased, subject to applicable updates. Recovery and reinstallation of user data are not covered under this Limited Warranty.

Simplified IT Products, LLC.

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