



## **WARRANTY POLICY (iDter)**

**iDter**, a division of Kuna Systems Inc., (“iDter”), warrants the following Limited Warranty for the iDter Niō Node (“Product”) for a period of three (3) years from the date of delivery (the “Warranty Period”). If the Product is not free from defects in materials and workmanship or fails during the Warranty Period, iDter will, at its sole discretion, repair or replace any defective Product or component with a new or refurbished product or components. If the Product or a component incorporated within it is no longer available, iDter may, at iDter’s sole discretion, replace the Product with a similar product of similar function. This is your sole and exclusive remedy for breach of this Limited Warranty. Any Product that has either been repaired or replaced under this Limited Warranty will be covered by the terms of this Limited Warranty for the longer of (a) ninety (90) days from the date of delivery of the repaired Product or replacement Product, or (b) the remaining Warranty Period. This Limited Warranty is transferable from the iDter Security Integrator Partner (“iDter Partner”) to subsequent owners, but the Warranty Period will not be extended in duration or expanded in coverage.

To obtain Limited Warranty service for a Niō Node, Client or Partner must notify iDter to obtain a replacement. iDter shall return the defective device to the address specified by iDter. The Product must have been purchased through iDter authorized sales channels. Defective Product(s) will be disabled from the iDter Cloud two (2) weeks after the replacement Product is received by the iDter Partner or Client.

This Limited Warranty does not cover a Product that has been subject to: (a) modifications, alterations, tampering, or improper maintenance or repairs; (b) handling, storage, installation, testing, or use not in accordance with any documentation or instructions provided by iDter; (c) damage caused by accidents (including being dropped), negligence, mishandling, vandalism, abuse or misuse of the Product; (d) Acts of God, including but not limited to lightning, flood, tornado, earthquake, or hurricane; or (e) failure of preventive maintenance by Client or Partner including 1. Power cycling iDter Nios and equipment every 6 months of service, 2. Reviewing key settings of Nios with iDter operations every 6 months of service, 3. Ensuring Nio lens remains clean (e.g. removal of dust or spiderwebs).

### **DISCLAIMER OF WARRANTIES**

EXCEPT AS STATED ABOVE IN THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IDTER DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, IDTER DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT THE USE OF ITS PRODUCT WILL BE FREE FROM INTERRUPTION, ERROR, LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND IDTER DISCLAIMS ANY LIABILITY RELATING THERETO. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IDTER ALSO LIMITS THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES OR CONDITIONS TO THE DURATION OF THIS LIMITED WARRANTY. IF YOU ARE DISSATISFIED WITH THE PRODUCT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ITS USE.

### **LIMITATION OF DAMAGES**



IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL **IDTER** BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCT, AND IDTER'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED WARRANTY OR THE PRODUCT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE PRODUCT BY THE ORIGINAL PURCHASER.

#### LIMITATION OF LIABILITY

IDTER PROVIDES: (i) SERVICES ACCESSIBLE THROUGH THE SITES ("WEB APPS"), (ii) SOFTWARE THAT MAY BE DOWNLOADED TO YOUR SMARTPHONE OR TABLET TO ACCESS SERVICES ("MOBILE APPS"), AND (3) SUBSCRIPTION SERVICES, INCLUDING SERVICES THAT CAN BE ACCESSED USING THE WEB APPS AND MOBILE APPS ("SUBSCRIPTION SERVICES"), (COLLECTIVELY, THE "SERVICES") ALL FOR USE IN CONJUNCTION WITH THE PRODUCT. THE SERVICES THAT MAY BE USED IN CONJUNCTION WITH YOUR PRODUCT MAY CHANGE FROM TIME TO TIME. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS ABOVE, ALL PRODUCT INFORMATION IS PROVIDED FOR YOUR CONVENIENCE, "AS IS", AND "AS AVAILABLE". IDTER DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT PRODUCT INFORMATION WILL BE AVAILABLE, ACCURATE, OR RELIABLE OR THAT PRODUCT INFORMATION OR USE OF THE SERVICES OR PRODUCT WILL PROVIDE SAFETY ON YOUR PROPERTY. YOU USE ALL PRODUCT INFORMATION, THE SERVICES, AND THE PRODUCT AT YOUR OWN DISCRETION AND RISK.

#### YOUR RIGHTS AND THIS LIMITED WARRANTY

This Limited Warranty gives you specific legal rights. You may also have other legal rights that vary by state, province, or jurisdiction. Likewise, some of the limitations in this Limited Warranty may not apply in certain states. The terms of this Limited Warranty will apply to the extent permitted by applicable law.