

1. GENERAL

Seller warrants its products to be free from defects in materials and workmanship under normal use and service for three (3) years from the date of purchase for mDVR Series Digital Video Recorders, one (1) year for TVS and PW Series systems, and three (3) years for Hard Drive and Camera products. Except as required by law, this Limited Warranty is only made to Buyer and may not be transferred to any third party.

Seller shall have no obligation under this Limited Warranty or otherwise if:

- (i) The product is improperly installed, applied or maintained;
- (ii) Improperly service or repaired by anyone other than the Seller or the Seller's Authorized Service provider.
- (iii) Damage caused by natural occurrences, such as lightning, power surges, fire, floods or acts of god.
- (iv) Defects resulting from unauthorized modification, misuse, vandalism, alterations or other causes unrelated to defective materials or workmanship.

Non-seller manufactured products are warranted by the third party for a period as defined by the third party. As permitted, Seller assigns to the Buyer those warranties and does not itself warrant any non-Seller manufactured products and sells only on an as is basis.

2. EXCLUSIONS OF WARRANTIES, LIMITATION OF LIABILITY

THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION PROVIDED ON THE 247SECURITY PRODUCT SHEET. TO THE FULL EXTENT PERMITTED BY LAW, IN NO CASE SHALL THE SELLER BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE PRODUCT AND/OR FOR BREACH OF THIS OR ANY OTHER WARRANTY OR CONDITION, EXPRESS OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY SELLER'S OWN NEGLIGENCE OR FAULT, AND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. Any product description (whether in writing or made orally by Seller or Seller's agents), specifications, samples, drawings, diagrams, engineering sheets, or similar materials used in connection with the Buyer's order are for the sole purpose of identifying the Seller's products and shall not be construed as an express warranty or condition. SELLER SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS BASED ON ANY CLAIM AT ALL. However, if the Seller is held liable whether directly or indirectly for any loss or damage with respect to the product it sells, regardless of cause or origin, its maximum liability shall not in any case exceed the purchase price of the product, which shall be fixed as liquidated damages and not as a penalty, and shall be the complete and exclusive remedy against the Seller.

By accepting the products, to the fullest extent permitted by law, Buyer assumes all liability for, and agrees to indemnify and hold Seller harmless against and defend Seller from, any and all suits, claims, demands, causes of action and judgments relating to damages, whether for personal injury or to personal property, suffered by any person, firm, corporation or business association, including but not limited to, Buyer's customers and/or users.

3. RETURNS AND REPAIRS

Subject to the terms and conditions listed below, during the applicable warranty period, Seller will repair or replace, at its sole option, free of charge any defective products returned prepaid. In the event that you have a problem with any Seller product, please call 247Security Customer Service and request a RETURN MERCHANDISE AUTHORIZATION (RMA) NUMBER.

In the USA and CANADA, call 1-866-693-7492 or 1-404-731-7619.

Be sure to have the model number, serial number, and the nature of the problem available for the Customer Service Representative. Prior authorization MUST be obtained for all returns, exchanges, or credits. ITEMS SHIPPED TO SELLER WITHOUT A CLEARLY IDENTIFIED RMA NUMBER MAY BE REFUSED.

Products returned will be tested to verify the defect. Upon verification, the product will be repaired, exchanged, or credited to Buyer's account, at the sole discretion of Seller. In the event of replacement, the returned product will be credited to Buyer's account and a new invoice issued for the replacement item. If the product is found to be in good working order or its inability to function properly is a result of user damage or abuse, the product will be returned in the same condition as received unless repair is possible and requested by Buyer. Repairs of such nature will incur a charge for parts and labor and will proceed only by agreement with Buyer to accept the charge.

Non-Warranty Repair: Buyer will be charged for repairs to an out of warranty product. Applicable charges will be calculated and quoted when an RMA number is issued; however, charges may vary based on actual product condition. Buyer must pay shipping costs to the Seller Repair Department. Costs to repair and return defective products will be the responsibility of the Buyer. For all non-warranty repairs, Buyer will be billed for parts, labor and shipping. Non-warranty repairs are warranted for 90 days from date of repair.

4. GOVERNING LAW

If the Buyer acquires the Seller's product in the United States of America, the laws of the State of Georgia apply to this Limited Warranty. If the buyer acquires the Seller's product in Canada, except where expressly prohibited by local laws, the laws in force in the Province of Ontario, Canada apply to this Limited Warranty and each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation which may arise hereunder in the courts in the Judicial District of York, Province of Ontario.

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