

Zmodo Limited Warranty for products purchased after April 15, 2020.

For Zmodo Branded Products Only

WHAT IS COVERED BY THIS WARRANTY?

Zmodo warrants the Zmodo-branded **hardware products and accessories** contained in the original packaging ("Zmodo Product") against defects in materials and workmanship when used in accordance with Zmodo's user manuals, technical specifications and other Zmodo Product published guidelines for a period of ONE (1) YEAR for all Zmodo products (excluding analog products and certified refurbished products, for which the period is NINETY (90) DAYS) from the date of original retail purchase by the end-user purchaser ("Warranty Period"). For most locations world-wide, you will be able to receive the remedies available under the Zmodo Limited Warranty for your Zmodo product via local Zmodo service (please refer to the section "How to obtain warranty services"). In the event of any defect in materials and workmanship, you will be able to direct your claims to Zmodo even in situations where you purchased the Zmodo Product from an authorized third party.

Please refer to the licensing agreement accompanying the software for details of your rights concerning the use of the software. If you do not find a licensing agreement, please refer to Zmodo Official Website.

Please note: All claims made under the Zmodo Limited Warranty will be governed by the terms set out in this warranty document.

Currently, Zmodo provides you with complimentary unlimited US-based technical support included within the warranty.

WHAT IS NOT COVERED BY THIS WARRANTY?

Zmodo-branded products or accessories purchased from Unauthorized Channels will not be covered under this warranty. Unauthorized Channels are sellers, resellers, distributors and/or other channels that (a) violate Zmodo's Minimum Advertised Price or Manufacturer Suggested Retail Price; or (b) breach the Resale Restrictions as provided in Zmodo's Terms and Conditions of Sales.

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

All warranties, conditions and other terms not set out in this warranty document are excluded from the Zmodo Limited Warranty.

When contacting Zmodo via telephone, call charges may apply depending on your location. Please contact your network operator for details.

This warranty does not apply to any non-Zmodo branded hardware products or any software, even if packaged or sold with Zmodo hardware.

Non-Zmodo branded products may have the benefit of a manufacturer's warranty, which provides benefits in addition to consumer law rights - please check your product box and literature for details.

This warranty does not apply: (a) to consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with another product; (d) to damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external cause; (e) to damage caused by operating the Zmodo Product outside the user manual, the technical specifications or other Zmodo Product published guidelines; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Zmodo; (g) to a Zmodo Product that has been modified to alter functionality or capability without the written permission of Zmodo; (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the Zmodo Product; or (i) if any serial number has been removed or defaced from the Zmodo Product, or (j) if the product is stolen or Zmodo reasonably believes that the product is stolen based on information provided by law enforcement authorities.

Zmodo does not warrant, represent or undertake that it will be able to repair or replace any Zmodo Product under this warranty without risk to and / or loss of information and / or data stored on the Zmodo Product.

This warranty does not include non-Zmodo installed components. This limited warranty does not cover any damage to the product that results from abnormal mechanical or environmental conditions, abuse, accident, improper installation, misuse, insufficient or excessive electrical supply, natural disaster, or any unauthorized disassembly, repair, or modification. This limited warranty also does not apply to any product on which the original product label and or UPC information has been altered, obliterated or removed, has not been handled or packaged correctly, has been sold as used or second-hand, or has been resold contrary to US export regulations.

This limited warranty covers only replacements for defective Zmodo products, as described above. Zmodo does not cover under warranty and is not liable for any loss of data or any costs associated with diagnosing the source of system problems or installing, removing or servicing Zmodo products. This warranty excludes 3rd party software, connected equipment or stored data. In the event of a claim, Zmodo's sole obligation shall be to replace our product with its equivalent or the best possible substitute.

Under no circumstances shall Zmodo be liable in any way to the user for damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use of, or inability to use the Zmodo products. Zmodo reserves the right to revise or update its products, software, or documentation in keeping with technological advances without obligation to notify any individual or entity.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, ZMODO 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 ZMODO 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.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. ZMODO'S RESPONSIBILITY FOR HARDWARE DEFECTS IS LIMITED TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY ZMODO 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.

YOUR RESPONSIBILITIES

If your Zmodo product is capable of storing software programs, data, and other information, you should make periodic backup copies of the information contained on your Zmodo product's storage media to protect the contents and as a precaution against possible operational failures.

Before submitting your Zmodo Product for warranty service, you should make a separate backup copy of the contents of its storage media, remove all personal information and disable all security passwords. The contents of your Zmodo Product's storage media may be erased, replaced and / or reformatted in the course of service.

Following warranty service, your Zmodo Product or a replacement product will be returned to you as your Zmodo Product was configured when originally sold, subject to applicable updates. Zmodo may install system software updates as part of warranty service that will prevent the Zmodo Product from reverting to an earlier version of the system software. Third party applications installed on the Zmodo Product may not be compatible or work with the Zmodo Product as a result of the system software update. You will be responsible for reinstalling all other software programs, data, and information. Recovery and reinstallation of other software programs, data and information are not covered under this warranty.

You may seek service in a country that is not the country of purchase, in such a case you will comply with all applicable import and export laws and regulations and be responsible for all customs duties, V.A.T. and other associated taxes and charges.

Important: Do not open the Zmodo Product unless the User Manual describes how it is designed for opening. Opening the Zmodo Product may cause damage that is not covered by this warranty.

WHAT WILL ZMODO DO IN THE EVENT OF A WARRANTY CLAIM?

If you submit a valid claim under this warranty, Zmodo will, at its option:

(i) repair the Zmodo Product using new or previously used parts that are equivalent to new in performance and reliability, or

(ii) replace the Zmodo Product with a product that is at least functionally equivalent to the Zmodo Product and is formed from new and/or previously used parts that are equivalent to new in performance and reliability.

A replacement part or product or a repaired Zmodo Product assumes the remaining warranty of the original Zmodo Product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you.

HOW TO OBTAIN WARRANTY SERVICE?

Please access and review the online help or the packaging of your purchased products before seeking warranty service. To claim warranty, please visit <http://www.zmodo.com/rma/> and follow the instructions.

For non-US customers, Zmodo's International Service locations may also provide service to you.

GENERAL

No Zmodo 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, it shall be severed from this warranty, and the legality or enforceability of the remaining terms shall not be affected.

This warranty is governed by and construed under the laws of United States of America.

This limited warranty gives you specific rights. You may have additional rights under applicable local law, and this limited warranty does not affect such rights.