

Privoro Protection Plan

REVISION DATE: July 1, 2018

This Privoro Protection Plan (the “PPP”) is provided to the original purchaser (or “Customer”) in connection with the original purchase of a Privoro Product. The terms of this PPP together with any applicable Privoro Limited Warranty comprise the entire agreement (the “Agreement”) between Customer and Privoro, LLC (“Privoro,” “We,” or “Us”) with respect to repair or replacement of any Privoro Product. The PPP extends only to the Customer and is not transferable to anyone who subsequently purchases, leases, or otherwise obtains the Product from the original purchaser, and applies only to Customer’s personal or business use of the Product. The PPP is valid only for Products purchased directly from Privoro or from authorized resellers in authorized distribution territories as defined by Privoro (the “Distribution Territory”), and any request for services under the PPP must be made in the same country or authorized Distribution Territory in which the Product was originally purchased. Unauthorized use or resale of the Product shall render this PPP null and void.

1. SUPPORTED PRODUCTS

This Service is available for the Privoro SafeCase™ (“Product”). The specific Product covered under this Agreement is described on Customer’s invoice or proof of purchase documentation. The PPP coverage applies to a specific serial numbered product and is not transferable to other products or units except in the instance of a replacement unit authorized by Privoro.

2. TERM OF SERVICE

This Agreement commences on the date of fulfillment of the original purchase and continues through the Coverage Period. The “Coverage Period” begins on the date of fulfillment of the original purchase and extends for the duration of coverage procured. Unless otherwise agreed in writing between Privoro and the Customer, purchases of Services under this Agreement shall be solely for Customer’s own internal use and not for resale or service bureau purposes.

3. PLAN BENEFITS

The PPP has two features: (1) extended duration of the term of the Limited Warranty Period for the duration of the Coverage Period procured and (2) an accidental damage recovery benefit.

- a. **Extended Coverage Period.** The PPP extends the Limited Warranty Period from 12 months to [24 months]. The Limited Warranty covers defects in materials or workmanship during the extended Coverage Period. During the Coverage Period, Privoro will, at its option: (1) provide replacement parts necessary to repair the Product; or (2) repair the Product or replace it with a comparable product. Replacement parts and replacement Products will be provided only within an authorized Distribution Territory; will be new or serviceably used, comparable in function and performance to the original part or Product; and will be warranted for the remainder of Coverage Period or, if longer, 90 days after they are shipped to Customer.
- b. **Accidental Damage.** The PPP covers ONE (1) claim for repair or replacement due to accidental breakage or damage, including damage due to moisture or immersion, during the Coverage Period. Privoro will replace the damaged Product with a comparable new or like-new Product. Damaged Product must be returned to Privoro (Accidental Damage coverage does not cover lost, stolen, or misplaced Products). Once the damaged Product has been replaced under this PPP, the Accidental Damage benefit has been completely satisfied, and Privoro shall have no further responsibility or obligation for damage or Product failure due to any causes listed in Section 4 (Exclusions). The Limited Warranty will continue through the Coverage Period for the replacement Product.

4. LIMITATIONS AND EXCLUSIONS (WHAT IS NOT COVERED)

This PPP does not cover, and Privoro is not responsible for:

- a. Delivery, assembly, installation, set-up, or adjustment for original or replacement Product or labor or other costs associated with removal or replacement of the Product.
- b. Damage caused by misuse; abuse (including dented, bent, broken, or damaged connectors due to rough handling); accident; fire; flood; wind, lightning, freezing, or other natural weather or exposure conditions of any kind; corrosion or other damage caused by exposure to water, liquid content or excessive humidity; neglect; theft; vandalism; misplacement; power surges, fluctuations, reductions, or failures; connections to improper voltage or incorrect electrical line voltage; viruses; malware; reckless, willful, or intentional conduct; or any modification or use of the Product that is not authorized or recommended by Privoro (except



PRIVORO®

Privoro Protection Plan

- that damage caused by accident or water exposure may qualify for one-time replacement subject as described above).
- c. Damage caused by service or attempted service not authorized by Privoro.
 - d. Damage caused by use that is not in accordance with Product instructions or User Manual.
 - e. Damages caused by the combination of Products with other non-Privoro products, accessories, parts or components or use of the products, equipment, utilities, services, or parts (including applications, installations, repairs, wiring, or connectors) not supplied or authorized by Privoro which damage the Product or result in service problems.
 - f. Damage to other non-Privoro products (including smartphones), accessories, parts or components not supplied or authorized by Privoro.
 - g. Damage or failure due to normal wear and tear, improper assembly or maintenance, or installation of parts or accessories not originally intended for or compatible with the Privoro Product.
 - h. Uninterrupted or error-free operation of the Product.
 - i. Software, including firmware, installed on or added to the Product (for terms of service related to Software, refer to the applicable End User License Agreement).
 - j. Cosmetic damage, exterior finish, discoloration of paint or plastic, or other issues that do not affect Product functionality.
 - k. Modifications or adaptations made to enable a Product to operate in a country other than the country for which it was designed, manufactured, approved or authorized for sale, or repair of Products damaged by these modifications.

5. IMPORTANT ADDITIONAL INFORMATION

- a. **Governing Law.** THIS AGREEMENT SHALL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF THE STATE OF ARIZONA, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.
 - b. **Severability.** If any provision of this Agreement is void or unenforceable, the parties agree to delete it and agree that the remaining provisions will continue to be in effect.
 - c. **Assignment.** Privoro may assign this Service and/or Agreement to qualified third party service providers.
 - d. **Complete Agreement.** THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN CUSTOMER AND PRIVORO, WITH RESPECT TO THE SERVICES DESCRIBED HEREIN. THIS AGREEMENT SUPERSEDES ALL PRIOR ORAL AND WRITTEN PROPOSALS AND COMMUNICATIONS PERTAINING TO THE SUBJECT MATTER HEREOF, EXCEPT AND TO THE EXTENT OF THE LIMITED WARRANTY STATEMENT WHICH REMAINS IN EFFECT WITH REGARD TO AND DURING THE COVERAGE PERIOD.
 - e. **Cancellation.** CUSTOMER MAY CANCEL THIS AGREEMENT, AND PRIVORO WILL ISSUE A REFUND TO CUSTOMER FOR ANY UNUSED PORTION OF THE COVERAGE PERIOD FOR WHICH CUSTOMER HAS PAID. IF MORE THAN THIRTY (30) DAYS HAVE TRANSPIRED SINCE THE PURCHASE DATE, THEN A CANCELLATION FEE OF \$50 WILL BE DEDUCTED FROM THE REFUND AMOUNT. THE BASE LIMITED WARRANTY MAY NOT BE CANCELLED.
 - f. Privoro may cancel this PPP at any time during the Coverage Period for any of the following reasons:
 - 1. Customer fails to pay the total price for this PPP in accordance with the invoice terms;
 - 2. Customer refuses to cooperate with the assisting analyst; or
 - 3. Customer fails to abide by all of the terms and conditions set forth in this Agreement.
- If Privoro cancels this PPP under this Section, Privoro will issue a refund to Customer for any unused portion of the Coverage Period for which Customer has paid.
- g. **Geographic limitations & relocation.** Premium Warranty Service will be delivered to the site(s) indicated on the Customer's invoice. Premium Warranty Service is not available in all areas. In situations when relocation occurs to a destination country where the Limited Warranty Service is already available, Privoro will use commercially reasonable efforts to honor the Premium Warranty Service obligation, per the terms of Limited Warranty Service in the destination country. In situations where relocation occurs to a country where the Limited Warranty Service is unavailable, the Limited Warranty Service does not transfer. Limited Warranty Service options, including service levels and technical support hours will vary by geography and certain options may not be available for purchase in Customer's location.
 - h. **State-Specific Provisions for U.S. Customers who purchased for personal, family, or household purposes.** The terms stated in this paragraph are specific to warranties and services purchased for a separate charge in certain states. Some states provide specific statutory rights and remedies related to extended service agreements. If customer is a permanent resident of such a state, customer may have certain rights that are specific to or supplemental to the rights and remedies contained here. If customer is not a permanent resident of such a state, then customer is not eligible for these rights and/or remedies. The obligations of Privoro under



PRIVORO®

Privoro Protection Plan

this Agreement are provided by Privoro, LLC, and are backed by the full faith and credit of Privoro, LLC.

6. INSTRUCTIONS FOR OBTAINING LIMITED WARRANTY SERVICE

To obtain Limited Warranty service, first contact Privoro customer service by visiting www.privoro.com/support

Customer may be asked to assist Privoro in diagnosing issues with Customer's Product prior to returning the Product to Privoro, and Customer agrees to provide such assistance. If so requested, Customer must deliver the Product in either its original packaging or packaging affording an equal degree of protection to the Privoro authorized service facility specified. A dated purchase receipt is required. Privoro may require that Customer ships the Product or certain parts back to Privoro. If it is determined that the Privoro Product must be returned for inspection, repair, or replacement, Privoro will provide Customer with a Return Materials Authorization ("RMA") number. Customer is responsible for assuring that all parts and components are returned to Privoro, and that no personal or third party items or components are sent to Privoro. Privoro will not return and is not responsible for loss or damage to personal or third party items erroneously sent to Privoro. CUSTOMER IS RESPONSIBLE FOR ANY DAMAGE TO THE PRODUCT DURING SHIPMENT TO PRIVORO OR THE AUTHORIZED PRIVORO SERVICE CENTER.

7. IMPLIED WARRANTIES

TO THE EXTENT PERMITTED BY LAW, THIS AGREEMENT AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. IN SO FAR AS ANY SUCH WARRANTY CANNOT BE DISCLAIMED, ANY IMPLIED WARRANTY SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

8. LIMITATION OF LIABILITY

PRIVORO SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. PRIVORO'S MAXIMUM LIABILITY IS LIMITED TO THE PURCHASE PRICE CUSTOMER PAID FOR THE PRODUCT. PRIVORO IS NOT LIABLE FOR EVENTS BEYOND PRIVORO'S CONTROL, ACTS OF GOD, VIRUSES, PROPERTY DAMAGE, LOSS OF USE, INTERRUPTION

OF BUSINESS, LOST PROFITS, LOST DATA, OR OTHER CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations may not apply. This Privoro Protection Plan gives the Customer specific legal rights and the Customer may have other rights which vary from state to state, or by jurisdiction. To the extent limited or restricted by state or local law, these limitations shall apply to the full extent allowable under such law.

9. UNAUTHORIZED REPAIRS

Any attempt to repair the Product may create a risk of injury. PRIVORO IS NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGE, LOSS OR LIABILITY ARISING FROM ANY PERSONAL INJURY INCURRED DURING THE COURSE OF, OR AS A RESULT OF, ANY REPAIR OR ATTEMPTED REPAIR BY CUSTOMER OR ANYONE OTHER THAN AN AUTHORIZED SERVICE TECHNICIAN. All repairs attempted by Customer on the Product are undertaken AT CUSTOMER'S OWN RISK and Privoro shall have no liability for any injury to person or property arising from such unauthorized repairs.

10. INTERNATIONAL SUPPORT

Support, including repair and replacement, is provided only in authorized Distribution Territories. Customer is responsible for and must comply with all applicable export laws and regulations if customer exports the Product from the original place of purchase. Customers outside the United States are responsible for paying all freight and brokerage charges incurred in shipping (including importing/exporting costs) any defective parts to Privoro. International Customers are responsible for all customs duties, VAT, GST and other associated taxes and charges.

This Privoro Protection Plan gives the Customer specific legal rights. The Customer may also have other rights which vary from state to state, jurisdiction to jurisdiction, or province to province.

Privoro, LLC
3100 W. Ray Rd. Ste. 201
Chandler, AZ 85226
(844) 774-8676



PRIVORO®