



## Limited Warranty and Refund Policy for IPEVO Products

IMPORTANT: BY USING YOUR (A) VZ-X Wireless, HDMI & USB 8MP Document Camera, (B) VZ-R HDMI/USB Dual Mode 8MP Document Camera, (C) V4K Ultra High Definition USB Document Camera, (D) IW2 Wireless Interactive Whiteboard System (Short Pen Version), (E) IS-01 Interactive Whiteboard System, OR (F) IP-1 Interactive Pen for IW2 Interactive Whiteboard System (EACH OF WHICH IS A “PRODUCT”), YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LIMITED WARRANTY AS SET OUT BELOW. DO NOT USE YOUR PRODUCT UNTIL YOU HAVE READ THE TERMS OF THE WARRANTY. IF YOU DO NOT AGREE TO THE TERMS OF THE WARRANTY, DO NOT USE THE PRODUCT AND RETURN IT WITHIN THE RETURN PERIOD STATED IN SECTION 2 OF THIS WARRANTY AND RETURN POLICY.

### 1. WHAT IS COVERED BY THIS LIMITED WARRANTY; PERIOD OF COVERAGE

IPEVO Inc. (“IPEVO”), 440 N. Wolfe Road, Sunnyvale, CA 94085, warrants to the owner of the Product contained in this box purchased from an authorized retailer that for a period of one (1) year from the date of delivery following the original retail purchase (the “**Warranty Period**”), the Product and any in-box IPEVO-branded accessories (“**IPEVO Accessories**”) will be free from defects in materials and workmanship (“**Limited Warranty**”). This Limited Warranty only covers the Product and IPEVO Accessories, and is subject to the additional exclusions and limitations in Section 4.

If the Product fails to conform to this Limited Warranty during the Warranty Period, IPEVO will have the option of: (a) repairing or replacing the defective Product or component at its own expense; or (b) refunding the money actually paid by the original purchaser for the Product (except for shipping charges). If an IPEVO Accessory fails to conform to this Limited Warranty during the Warranty Period, IPEVO will, at its sole discretion, either repair or replace the defective IPEVO Accessory at its own expense. Repair and replacement may be made with new or refurbished product or components. If a defective Product, Product component, or IPEVO Accessory is no longer available, IPEVO may choose to replace the product with a reasonable equivalent product of similar function. The limited remedies in this paragraph are your sole and exclusive remedy for breach of the Limited Warranty.

Any Product or IPEVO Accessory that has been repaired or replaced under this Limited Warranty will be covered under this Limited Warranty for the longer of (a) ninety (90) days from the date of delivery of repaired or replaced Product or IPEVO Accessory (as applicable) or (b) the remaining Warranty Period of the original Product.

This Limited Warranty is transferable from the original purchaser to subsequent owners, but the transfer will not extend the Warranty Period or expand the limited remedies set forth in this Limited Warranty.

## **2. 30-DAY MONEY BACK GUARANTEE**

If you are the original purchaser of the Product and you are not satisfied with this Product for any reason, you may return it in its original condition with the original packaging and all in-box components and accessories within thirty (30) days of the date of the original purchase and receive a full refund of the purchase price (subject to any applicable restocking or shipping charges set forth below). You must pay all and will not be entitled to a refund of any shipping charges incurred during your purchase of the Product you are returning under this 30-day money back guarantee. All returns under this 30-day money back guarantee are also subject to a restocking fee of \$7.00 per Product, which will be deducted from the amount to be refunded to you. If the Product was purchased from IPEVO with free shipping, an additional \$13.00 shipping fee per Product will be deducted from the amount to be refunded to you.

If you want to return the Product under this 30-day money back guarantee, you must (a) complete the online return application form found at <https://www.ipevo.com/return-request> and follow the instructions, (b) return the Product in its original condition with the original packaging and all in-box components and accessories and a copy of the original purchase bill of sale, receipt or invoice to the shipping address advised by IPEVO customer service within thirty (30) days of the date of the original purchase, (c) use a signature required postal service for returning the Product to IPEVO (such as FedEx or UPS).

IPEVO has no obligations with respect to any returned Product if it determines that the returned Product is not covered by this 30-day money back guarantee (e.g., the Product or the in-box components or accessories were not returned in its original condition or original packaging, the return of the Product exceeded the thirty (30) day money back period, the return constitutes an Ineligible Claim (as defined in Section 4), or the return process was not properly followed, etc.).

If the return is accepted by IPEVO, the refund will be performed within 4 weeks after receiving the Product and IPEVO will notify you via e-mail of your refund once the Product has been received and the refund has been processed.

## **3. PROCESS FOR FILING A CLAIM UNDER THIS LIMITED WARRANTY**

If you want to make a claim under this Limited Warranty, you must (a) notify IPEVO of the claim and provide a description of the alleged failure by contacting IPEVO customer service at [cs@ipevo.com](mailto:cs@ipevo.com) during the Warranty Period and (b) after receiving the return merchandise authorization (RMA) number and shipping instructions from IPEVO customer service, return the Product with all in-box components and accessories (or only the IPEVO Accessory with the alleged failure if instructed by IPEVO customer service) and provide a copy of the original purchase bill of sale, receipt, or invoice to the shipping address advised by IPEVO customer service. You assume all risk of loss or damage of the Product (and all in-box components and accessories) during return shipment.

IPEVO has no obligations with respect to any returned Product or IPEVO Accessory if it determines that the returned Product or IPEVO Accessory is not covered by this Limited Warranty (e.g., the Product is not defective, the claim is an Ineligible Claim (as defined in Section 4), or the claim process was not properly followed, etc.).

If the returned Product or IPEVO Accessory is covered by this Limited Warranty, IPEVO will be responsible for all shipping charges for the return of the Product or IPEVO Accessory and delivery

of any repaired or replacement Product or IPEVO Accessory. If the Product is not covered by this Limited Warranty, you are responsible for all of your and IPEVO's costs with respect to the return and inspection of the Product or IPEVO Accessory, including all shipping charges.

If the Limited Warranty claim is accepted by IPEVO, the warranty service will be performed within 14 days after receiving the Product.

#### **4. WHAT IS NOT COVERED BY THIS LIMITED WARRANTY; ACTIONS THAT MAY VOID THE WARRANTY**

This Limited Warranty does not cover any of the following (each an "Ineligible Claim"):

- (a) Products or IPEVO Accessories marked as "sample" or "Not for Sale" or sold "AS IS";
- (b) consumable parts (including batteries) and any replacement parts that are not provided by IPEVO,
- (c) Products or IPEVO Accessories that have been subject to modification, alteration, tampering, or improper installation, maintenance, or repairs;
- (d) any hardware not provided in the box with the Product or any accessories which are provided in the box with the Product but that are not branded as IPEVO's products;
- (e) any software, except for software in the Product or provided by IPEVO that is necessary for the operation of the Product;
- (f) ordinary use, ordinary wear, or cosmetic damage, including scratches, dings, dents, and broken plastic on ports;
- (g) any damage caused by:
  - (i) abuse, neglect, or improper use, handling, storage, installation, or testing, including any use that is not in accordance with the product manual, documentation, or other instructions provided with the Product;
  - (ii) breakdowns, fluctuations, or interruptions in electric power or any telecommunications network;
  - (iii) heat, humidity, moisture, or ordinary operation temperatures (i.e., [0°C~45°C]); or
  - (iv) accidents or acts of God, including fire, lightning, flood, tornado, earthquake, or hurricane.

#### **5. LIMITATION AND DISCLAIMER OF WARRANTIES**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IPEVO LIMITS THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES OR CONDITIONS TO THE DURATION OF THIS LIMITED WARRANTY AS SET FORTH IN SECTION 1. THE FOREGOING LIMITATION MAY NOT APPLY TO YOU AS SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS FOR.

EXCEPT FOR THE LIMITED WARRANTY STATED IN THIS DOCUMENT AND ANY IMPLIED WARRANTIES (TO THE EXTENT THAT IT APPLIES TO THIS LIMITED WARRANTY), IPEVO DOES NOT MAKE ANY OTHER AND DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCT AND IPEVO ACCESSORIES, INCLUDING EXPRESS AND STATUTORY WARRANTIES AND CONDITIONS. IN PARTICULAR, IPEVO DOES NOT MAKE ANY WARRANTY OR CLAIM THAT THE PRODUCT OR THE IPEVO ACCESSORIES WILL BE AVAILABLE; FUNCTION PROPERLY; PROVIDE RELIABLE OR ACCURATE INFORMATION; PROVIDE SAFETY, PRIVACY, OR SECURITY; OR PREVENT OR MINIMIZE THEFT, PROPERTY DAMAGE, OR INJURY.

#### **6. EXCLUSION OF CERTAIN OF DAMAGES**

YOU AGREE THAT IN NO EVENT WILL IPEVO BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING ANY DAMAGES TO OR FOR LOSS OF DATA, REVENUE, PROFITS, OR PROPERTY (INCLUDING BUILDINGS,

WIRING, FIXTURES, DEVICES, COMPUTERS, PERIPHERALS, AND ANIMALS) OR FOR INJURY OR DEATH, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY, THE PRODUCT, OR THE IPEVO ACCESSORIES.

THE FOREGOING LIMITATION MAY NOT APPLY TO YOU AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES.

## **7. LIMITATION OF LIABILITY**

IN ADDITION TO THE ABOVE WARRANTY AND DAMAGE DISCLAIMERS, IPEVO'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED WARRANTY, THE PRODUCT, AND THE IPEVO ACCESSORIES WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY THE ORIGINAL PURCHASER FOR THE PRODUCT.

THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AS SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF DAMAGES.

## **8. INDEPENDENT REMEDIES.**

The disclaimer and limitation of warranties and the exclusion of damages under Sections 5 and 6 are independent of your exclusive remedies under this Limited Warranty. The disclaimer and limitations of warranties and exclusion of damages survive even if the exclusive remedies fail of their essential purpose or otherwise are deemed unenforceable. Each of the limitations in Sections 5, 6 and 7 apply without regard to whether loss, liability, or damage arise from (a) breach of contract, (b) breach of warranty, (c) fault or tort, including negligence and misrepresentation, (d) strict liability, or (e) any other cause of action, to the extent the exclusions and limitations are not prohibited by applicable law.

## **9. YOUR RIGHTS AND THIS LIMITED WARRANTY**

This Limited Warranty gives you specific legal rights. You may also have other legal rights that vary from jurisdiction to 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. For a full description of you legal rights you should refer to the laws applicable in your jurisdiction and you may wish to contact a relevant consumer advisory service.



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[www.ipevo.com](http://www.ipevo.com)