

Return Policy and Limited Warranty Terms

Thank you for purchasing eyecloud.ai products.

Limited Warranty

THIS LIMITED WARRANTY CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

How Consumer Law Relates to this Warranty

This is a "Limited Warranty" which gives you specific legal rights. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE, PROVINCE, OR COUNTRY, PERMITTED BY LAW, WHICH EYECLOUD.AI DOES NOT EXCLUDE. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the limitation or exclusion under this Limited Warranty may not apply to you.

FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR STATE, PROVINCE, OR COUNTRY. For standard eyecloud.ai warranty support, please send an email to service@eyecloud.tech.

Products Covered by this Warranty

As indicated above, the benefits to the consumer given by this eyecloud.ai warranty do not exclude any other rights and remedies of the consumer under any law in relation to the goods and services to which the warranty relates. This warranty applies to any eyecloud.ai products you have purchased from an authorized eyecloud.ai reseller.

Our policy is to offer product warranties and to perform services only on products purchased from an authorized eyecloud.ai reseller and only accompanied by a receipt or proof of purchase. If you purchase a eyecloud.ai product from an unauthorized reseller or if the original factory serial number has been removed, defaced or altered, this eyecloud.ai warranty will not be valid. Unfortunately, there are websites and dealers who claim to be authorized eyecloud.ai resellers but are not. Products sold on these websites or from these dealers do not carry a warranty from eyecloud.ai. When you purchase products from an unauthorized website or dealer, you are taking

a risk because these products may be counterfeit, used, defective, or may not be designed for use in your country. Please protect yourself and your eyecloud.ai product by ensuring that you only purchase eyecloud.ai products from an authorized reseller. If you have any questions about authorized resellers, please send emails to service@eyecloud.tech. If a seller seems suspicious to you, please check its validity with us by sending a message to service@eyecloud.tech.

What eyecloud.ai Warranty Covers

Eyecloud.ai warrants its products contained in their original packaging against defects in material and workmanship when the products are used normally for their intended purposes. All eyecloud.ai limited warranties begin on the date of purchase. This warranty is not transferable and applies only to the original consumer purchaser. Eyecloud.ai may, in its sole discretion, make any repair or replacement with new or refurbished products or components. If the product or component requiring repair or replacement is no longer available, eyecloud.ai may, in its sole discretion, replace such product with a similar product of similar function. PLEASE RETAIN A COPY OF YOUR RECEIPT AS PROOF OF PURCHASE.

The length of the limited warranty will be 3 months (90 days). All eyecloud.ai warranties (as opposed to statutory guarantees or non-excludable statutory warranties), including any implied warranties, are valid only for the period of time the eyecloud.ai product is owned by the "original purchaser" of the product. The "original purchaser," for the purposes of this warranty, is the first purchaser of the product from eyecloud.ai or an eyecloud.ai authorized reseller. All eyecloud.ai limited warranties, including lifetime warranties, are not transferable. There are some components of current eyecloud.ai products, such as hard drives and power supplies that may have warranty lengths that differ from the underlying eyecloud.ai product.

TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, THIS WARRANTY AND ANY IMPLIED WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Total Satisfaction Return Policy

If you are the original purchaser of the Product and you are not satisfied with the Product for any reason, you may return it in its original condition within 14 days of the original purchase date and receive a full refund. In order to be able to request a full refund the product must be in its original condition, unopened, not used or modified in any way, and the serial number must be not removed or defaced

What is not covered by eyecloud.ai Warranty

This warranty does not apply if the eyecloud.ai product fails due to damage from shipment, handling, storage, accident, abuse or misuse, or if it has been used or maintained in a manner not conforming to product manual instructions, has been modified in any way, or has had any serial number removed or defaced. Repair or modification of the product by anyone other than eyecloud.ai or an eyecloud.ai approved agent will void this warranty. Repair service, damage due to misuse, abuse, negligence or casualty (e.g., fire), acts of God (including but not limited to lightning, flood, tornado, earthquake, or hurricane), and consumable parts (including batteries) are not covered by this warranty. This warranty does not include reimbursement for inconvenience, installation, loss of use, or unauthorized service. In addition, this warranty does not cover any losses, injuries to persons, loss of property or general damages.

Your Responsibilities

In order to obtain warranty service under this eyecloud.ai warranty, during the eyecloud.ai product's warranted period, as set forth above, you must submit a valid claim to eyecloud.ai by:

- 1. Contacting eyecloud.ai technical support via App or our website;
- 2. Returning (at your shipping cost) the failed product to the address provided by eyecloud.ai technical support;
- 3. Providing eyecloud.ai with proof of the original date of purchase.
- 4. Please be prepared to describe the product that needs service and the nature of the problem. You will also be required to return your existing device in accordance with directions that will be provided by eyecloud.ai.

Eyecloud.ai has no warranty obligations with respect to any products that are excluded from warranty above, as reasonably determined by eyecloud.ai, and the owner of such device shall bear all shipping costs for the return of such product to owner. Any claim under this Limited Warranty must be submitted to eyecloud.ai before the end of the warranty period described above. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished or used parts may be used to repair the goods. If eyecloud.ai, by its sole determination, is unable to replace the defective product, it will refund the depreciated purchase price of the product.

IF YOUR EYECLOUD.AI PRODUCT IS CAPABLE OF STORING SOFTWARE PROGRAMS, DATA AND OTHER INFORMATION, YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE INFORMATION CONTAINED ON THE STORAGE MEDIA TO PROTECT THE CONTENTS AND AS A PRECAUTION AGAINST POSSIBLE OPERATIONAL FAILURES. DURING WARRANTY SERVICE OR ANY OTHER

TECHNICAL SUPPORT IT IS POSSIBLE THAT THE CONTENTS OF THE EYECLOUD.AI PRODUCT'S STORAGE MEDIA WILL BE LOST, REPLACED OR REFORMATTED. IN SUCH AN EVENT EYECLOUD.AI AND ITS AGENTS ARE NOT RESPONSIBLE FOR ANY LOSS OF SOFTWARE PROGRAMS, DATA OR OTHER INFORMATION CONTAINED ON THE STORAGE MEDIA OR ANY OTHER PART OF THE EYECLOUD.AI PRODUCT SERVICED.

Eyecloud.ai's Responsibilities

As long as you fulfill your obligations under "Your Responsibilities" above, eyecloud.ai will replace your product with the same or functionally equivalent product, at its discretion, free of charge (except for shipping charges as provided above). Repair or replacement may be made with a new or refurbished product or components, at EYECLOUD.AI' sole discretion.

If the Product or a component incorporated within it is no longer available during the Warranty Period, EYECLOUD.AI, may replace the product/component with a similar product/component of similar function.

Limitation of Liability

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EYECLOUD.AI IS NOT LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM USE OR MALFUNCTION OF EYECLOUD.AI PRODUCTS, COMPROMISE OR CORRUPTION OF DATA, LOSS OF PROFITS OR REVENUES, COSTS OF REPLACEMENT GOODS OR COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE EYECLOUD.AI PRODUCT, EVEN IF EYECLOUD.AI IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES (OR COUNTRIES OR PROVINCES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS DOCUMENT DO NOT AFFECT YOUR STATUTORY RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW OR UNITED STATES CONSUMER LAW.

Subject to any statutory rights you may have under the United States consumer law, to the fullest extent otherwise permitted by law and except as specifically provided in this document, the warranties and remedies in this warranty agreement are exclusive and in lieu of all others, oral or written, express or implied. Any and all other warranties are expressly excluded. This warranty

will be governed and construed in accordance with the laws of the country in which the eyecloud.ai product purchase took place. Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.

Notice

If you have questions or comments about this policy, you may contact or post to: EyeCloud, Inc., Po Yuan, 171 Branham Lane, Suite 10 #243, SAN JOSE, CA 95136, United States or send emails to service@eyecloud.tech.

Eyecloud.ai is free to revise this policy or any other part of this policy at any time by updating this document. By continuing to use our Products and Services after such changes, you are expressing your acknowledgement and acceptance of the changes. Please check our policy periodically for updates.



last update 15.02.2021