



# ProdataKey Limited Warranty

## Warranty Definition

Subject to the terms and conditions set forth herein, ProdataKey, Inc. ("PDK"), warrants only to the original purchaser ("Purchaser") of this PDK-branded product, from a PDK-authorized reseller or distributor, that this product will be free from defects in material and workmanship under normal use and service for:

- A standard 1 (one) year period for any Purchaser.
- An extended 3 (three) year period for dealer Purchasers that maintain certified partner status (See PDK partner program for details).
- An extended 4 (four) year period for dealer Purchases that maintain gold partner status (See PDK partner program for details).
- An extended 5 (five) year period for dealer Purchasers that maintain platinum partner status (See PDK partner program for details).
- For the warranty process to work properly, both PDK and the Purchaser have rights and roles to perform throughout.

## Exclusions

This Limited Warranty does not cover: (i) any software embedded on the device; (ii) problems that result, directly or indirectly, from (a) external causes such as accident, abuse, misuse, extreme temperatures, moisture, over-voltage, electrical surges, or misapplication of electrical power; (b) installation, configuration, use, or operation other than in accordance with instructions and specifications contained in the relevant documentation; (c) modification in any way, including but not limited to by incorporation into or integration with hardware (including peripherals, accessories, power supplies, parts or components) or software not supplied by PDK; or (d) any act of nature; or (iii) servicing that is not authorized by PDK. In addition, the Limited Warranty does not cover, and PDK expressly excludes from the Limited Warranty: any non-PDK-branded devices or products (i.e. any third party products); normal wear and tear; accessories such as cables, power supplies and batteries; beta, evaluation and demonstration versions of PDK products; engineering samples; replacement parts or components not supplied by PDK; and any version for which PDK has not published official documentation (such as beta or unreleased devices).

## Rights and Roles of PDK

- PDK reserves the right to inspect the covered product for damage before the warranty can be approved.
- PDK, at its discretion, shall repair or replace the defective unit covered by this warranty.
- This limited warranty is non-transferable and does not apply to any purchaser who may have acquired this product from a reseller or distributor not authorized by PDK, including but not limited to purchases from internet sites such as Amazon or auction sites such as eBay.

## **Rights and Roles of Purchaser**

- In order to have a product replaced or repaired under this limited warranty, Purchaser must make claim to PDK within 60 days of device failure.
- All shipping costs to deliver the product to the PDK facility for inspection is the responsibility of the Purchaser.
- Purchaser must present acceptable proof of original ownership (such as the original invoice) for the product. This is required for any warranty service.
- The product must have been handled and used as prescribed in the accompanying instructions.
- This limited warranty does not cover any damage due to accident, misuse, abuse or negligence.
- This limited warranty is valid only if the product is used with the equipment specified on the product box.

## **Disclaimer**

PDK disclaims any other warranties, express or implied, including all warranties of merchantability and/or fitness for a particular purpose. This warranty does not affect any other legal rights Purchaser may have by operation of law. Some states/provinces do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply.

Please contact PDK technical support at [support@prodatakey.com](mailto:support@prodatakey.com) or +1-801-317-8802 (option 2) for questions regarding the proper use of the product or to start warranty service procedures.

## **Limitation of Liability**

REPAIR OR REPLACEMENT OF THIS PRODUCT, AS PROVIDED HEREIN, IS YOUR EXCLUSIVE REMEDY. PRODATAKEY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUES, LOST PROFITS, LOSS OF USE OF SOFTWARE, LOSS OR RECOVERY OF DATA, RENTAL OF REPLACEMENT EQUIPMENT, DOWNTIME, DAMAGE TO PROPERTY, AND THIRD-PARTY CLAIMS, ARISING OUT OF ANY THEORY OF RECOVERY, INCLUDING WARRANTY, CONTRACT, STATUTORY OR TORT. NOTWITHSTANDING THE TERM OF ANY LIMITED WARRANTY OR ANY WARRANTY IMPLIED BY LAW, OR IN THE EVENT THAT ANY LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL PDK'S ENTIRE LIABILITY EXCEED THE PURCHASE PRICE OF THIS PRODUCT. SOME STATES/PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND PROVINCE TO PROVINCE.

## **Non-Warranty Returns**

PRODATAKEY will accept returns of product from the original purchaser within 60 days of their receipt of the product. Product must be unopened and in original condition. The original purchase order or invoice number will be required and verified prior to return. A return number (RMA) will be issued for reference to the returned product. Some product may be accepted for return outside of the 60 day period. These returns will incur a 20% restocking fee.