



# UI Care

## TERMS AND CONDITIONS OF YOUR PLAN MEMBERSHIP BENEFITS

1. These Membership Terms and Conditions (the “Membership Plan”) govern the services provided by Ubiquiti Inc., or one of its subsidiaries (“Ubiquiti” or the “Company”) under this Membership Plan and includes the terms in this document, the Membership Plan confirmation provided to you at the time of purchase of the Membership Plan, and the original sales receipt for your Membership Plan. In order to be eligible for membership, an applicant must:
  - a. Be either a legal resident of the 50 United States, or an entity legally registered to do business in any of the 50 United States, or the District of Columbia. Any individual purchasing the Plan must be at least 18 years of age at the time of enrollment.
  - b. Have purchased a Ubiquiti product, from the Ubiquiti U.S. web store at <https://store.ui.com/>, for which this Membership Plan is offered (“Covered Product”) substantially simultaneously with this Membership Plan as made available by Ubiquiti.
2. **PURPOSE AND BENEFITS OF MEMBERSHIP**
  - a. Membership provides you access to an immediate and unlimited replacement program for your eligible product for five (5) years as further outlined in Paragraph 7 herein.
  - b. Product stock is specifically reserved for members of this Membership Plan and UI Care eligible replacements.
  - c. The Company will cover return shipping charges of Covered Product(s) for members of this Membership Plan.
  - d. You do not have to return the broken product first before receiving your replacement.
  - e. Replacement products hereunder may be refurbished or new, at the Company’s sole option. In the event the Covered Product has been discontinued by Ubiquiti, you will receive a functionally comparable replacement product, as determined by the Company.
3. **MEMBER SERVICE.** If during the term of this Membership Plan, you notify the Company in the manner set forth herein that the Covered Product(s) has failed from normal use and service due to a manufacturers’ defect in materials and workmanship, The Company will replace the Covered Product(s). Once shipped to you, the replaced product immediately becomes the Covered Product for the remainder of the term of this Membership Plan.
4. **HOW TO OBTAIN REPLACEMENT OF COVERED PRODUCT:**
  - a. To obtain a replacement, the member of this Membership Plan must access <https://rma.ui.com/submit> and follow the instructions provided. You will be required to provide the Covered Product’s serial number and proof of purchase for the Membership Plan. After providing this information, the Company will issue a Return Materials Authorization (“RMA”) number and provide an electronic return shipping label with instructions regarding packing the Covered Product and returning it to the Company.
  - b. The Company will provide this replacement as soon as reasonably practicable, which the Company expects to be within 30 days, provided, however, that the Company will not be responsible for delays resulting from non-availability of replacement Products or by reason of force majeure (as defined below).
  - c. After delivery, the replacement Product shall automatically become the Covered Product for purposes of this Membership Plan.
  - d. You must return the original Product to the Company using the RMA within 90 days, or contact the Company to seek an extension of the return deadline; if you fail to do so, the Membership Plan will be cancelled.
  - e. Replacement of your Covered Product may only be shipped to a United States address.
5. **MODEL AND SERIAL NUMBER.** Covered Product coverage is exclusively limited to the model and serial number of the product and the owner of the device. The Membership Plan is non-transferrable. You are responsible for confirmation of the accuracy of this information by comparing it to the label affixed to the Covered Product(s). You must notify the Company in writing immediately if any errors, omissions or discrepancies exist between the label and the model and serial number shown on the face of the Membership Plan.
6. **EXCLUSIONS.** This Replacement Service under this Membership Plan does not cover the following:
  - a. normal maintenance;
  - b. changes in the appearance of a Covered Product that do not affect its performance;
  - c. Covered Products that are sold or shipped outside the United States;
  - d. Covered Products that have been modified and/or altered, or an addition made thereto, except by Ubiquiti, or as approved by Ubiquiti in writing;
  - e. Covered Products that have been painted, rebranded or physically modified in any way;
  - f. damage due to natural disaster, including but not limited to lightning, flood, tornado, earthquake, heavy rain or hurricane;



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- g. damage due to power surges, improper power supply, electrical current fluctuations, corrosive environment installations, induced vibration, harmonic oscillations or resonance associated with movement of air currents around the Covered Products;
  - h. Covered Products that have been subjected to misuse, abuse, improper handling, alterations, modifications or repairs by reseller, customer or third parties, negligence, abnormal physical, electromagnetic or electrical stress, including lightning strikes, or accident;
  - i. damage or impairment as a result of using third party hardware, software or firmware;
  - j. Covered Products that have no original Ubiquiti label, or are missing any other original Ubiquiti label, or are manufactured by and carry the brand of a third party that is not Ubiquiti;
  - k. Covered Products that have not been installed, operated or maintained in accordance with normal practice and in conformity with recommendations and published specifications of Ubiquiti;
  - l. Covered Products that have not been properly installed and used at all times in accordance, and in all material respects, with the applicable Covered Product Quick Start Guide and, if applicable, the applicable Covered Product User Guide;
  - m. Covered Products that have not been received by Ubiquiti within ninety (90) days of issuance of the RMA number, provided, that you may request an additional RMA pursuant to Section 4 for the Covered Product after ninety (90) days. The Membership Plan will not transfer to the replacement product if the original product is not returned with the issued RMA number.
7. **TERM OF THE MEMBERSHIP PLAN.** Membership Coverage begins on the later of: (1) the date this Membership Plan was purchased for the Covered Product(s); or (2) the 31st day after the date of purchase of the Covered Product (the "Effective Date"), and continues, unless cancelled, for five (5) years.
8. **MEMBER'S RESPONSIBILITIES.** You are responsible for the cost of any third party hired by you to demonstrate or confirm the proper operation of the Covered Product(s) or to correct malfunctions in the Covered Product(s) in a manner not prescribed by, or cautioned against, in published specifications of Ubiquiti. THIS IS NOT A MAINTENANCE CONTRACT AND DOES NOT COVER THE COST OF ROUTINE MAINTENANCE. Your responsibilities include providing normal care and maintenance. You are responsible for all back-up, recovery and reinstallation of software or data.
9. **FORCE MAJEURE.** In the event the Company is unable to carry out its material obligations under this Agreement by reason of "force majeure" (defined below) those obligations will be suspended during the continuance of the force majeure, provided the cause of the force majeure is remedied as quickly as practicable. The term "force majeure" means any event caused by occurrences beyond the Company's reasonable control, including, but not limited to, acts of God, fire or flood, war (declared or undeclared), terrorism, disaster, epidemic or pandemic, strikes, governmental regulations, policies or actions enacted or taken subsequent to execution of the Agreement or other emergency making it unsafe, impossible or illegal to perform under the Agreement.
10. **APPLICABLE LAW.** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. This Agreement will not be amended or otherwise modified except in a writing authorized by the Company, which may be a posting on a website via email or another manner the Company deems appropriate. In the event that any one or more of the provisions of the agreement is unenforceable, the enforceability of the remaining provisions will be unaffected.
11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of such documents and supersedes all prior and contemporaneous agreements or representations, written or oral, of the parties pertaining to such subject matter. This Agreement may not be modified except with the Company's prior written consent. The failure of the Company to enforce any provision or condition contained in this Agreement at any time will not be construed as a waiver of that condition or provision nor will it operate as a forfeiture of any right of future enforcement of the condition or provision.
12. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND ITS EMPLOYEES AND AGENTS AND AFFILIATES AND AFFILIATES WILL UNDER NO CIRCUMSTANCES BE LIABLE TO PURCHASER OR ANY SUBSEQUENT OWNER OF THE COVERED PRODUCT FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, THE COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM UBIQUITI'S OBLIGATIONS UNDER THIS MEMBERSHIP PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF UBIQUITI AND ITS EMPLOYEES' AND AGENTS' LIABILITY TO PURCHASER AND ANY SUBSEQUENT OWNER ARISING UNDER THE MEMBERSHIP PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE MEMBERSHIP PLAN. UBIQUITI SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPLACE THE COVERED PRODUCT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THE OPERATION OF THE COVERED PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.
13. **TRANSFERABILITY.** This Membership Plan is not transferable. This Membership Plan is not renewable.
14. **CANCELLATION.** You may cancel the Membership Plan for any reason during the first thirty (30) days after your receipt of the Membership Plan and obtain a full refund of the purchase price to your original method of payment, less the value of any benefits provided under the Membership Plan. You may cancel the Membership Plan for any reason during the first (90) days after your receipt of the Membership Plan and obtain a fifty percent (50%) refund of the purchase price to your original method of payment, less the value of any benefits provided under the Membership Plan. This Membership Plan may not be canceled more than ninety (90) days after receipt of the Membership Plan.
15. **ARBITRATION.** IMPORTANT, PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS. This arbitration clause affects your rights against Ubiquiti and any of its affiliates or employees or agents, successors, or assigns (hereinafter, "We" or "Us"). EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL. "Dispute" will be given the broadest possible meaning allowable by law. It includes any dispute, claim, or



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controversy arising from or relating to your purchase. It also includes determination of the scope or applicability of this arbitration clause. The arbitration requirement applies to claims in contract and tort, pursuant to statute, or otherwise. ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and Us. Other rights that you or We would have in court may not be available in arbitration. Please read this arbitration clause and consult the rules of the arbitration organizations listed below for more information. Arbitration will be conducted in the federal district in which you reside. Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. We will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Us for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s). The arbitration will be decided by a single arbitrator. The arbitrator will be chosen pursuant to the rules of the administering arbitration organization. You may choose the American Arbitration Association (1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com)), or, subject to our approval, any other arbitration organization. These organizations' rules can be obtained by contacting the organization or visiting its website. If the chosen arbitration organization's rules conflict with this arbitration clause, the provisions of this arbitration clause control. The award of the arbitrator(s) shall be final and binding on all parties. Unless applicable law provides otherwise, the arbitration hearing will be conducted in the federal district in which you reside. This arbitration clause shall survive the expiration or termination, or any transfer, of the Membership Plan. If any part of this arbitration clause, except waivers of class-action rights, is found to be unenforceable for any reason, the remainder of this clause and the Membership Plan shall remain enforceable. If, in a case in which class-action allegations have been made, the waiver of class-action rights under this Membership Plan is found to be unenforceable with respect to any part of the dispute, the parts of the dispute as to which the waiver of class-action rights have been found unenforceable will be severed and will proceed in court without reference or application of this arbitration clause. Any remaining parts will proceed in arbitration.

16. MEMBER ASSISTANCE. All inquiries regarding the Membership Plan should be addressed to [www.ui.com/support](http://www.ui.com/support) you must provide Covered Product model and serial number(s). You must also, upon request, present the original sales receipt for your Covered Product and your Membership Plan.
17. PRIVACY POLICY: You agree that Ubiquiti's Privacy Policy <https://www.ui.com/legal/privacypolicy/> is hereby incorporated into this Agreement by reference.