Product Warranty, Return Policy and Legal Notices

Product Warranty:

- A. <u>Limited Warranty.</u> Pulcro.io, LLC warrants that the Pulcro.io, LLC-branded hardware Products will conform to the Pulcro.io, LLC specifications current when the Product is shipped and will be free from material defects in materials and workmanship during the applicable warranty period ("Limited Warranty") of 2 (two) years. The Limited Warranty period for Product begins on the Product ship date. Pulcro.io, LLC has the right to grant the licenses to the Software licensed under this Agreement, and such Software will substantially conform to the functional specifications and current documentation provided by Pulcro.io, LLC.
- B. <u>Disclaimers.</u> EXCEPT AS EXPRESSLY STATED IN THE PRECEDING PARAGRAPH, PULCRO.IO, LLC, (INCLUDING ITS AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS (COLLECTIVELY, THE "PULCRO.IO, LLC PARTIES") DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PRODUCTS, SOFTWARE, OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (1) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; (2) RELATING TO THIRD-PARTY PRODUCTS, SOFTWARE, OR SERVICES; (3) RELATING TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE, OR PULCRO.IO, LLC'S PERFORMANCE OF THE SERVICES; OR (4) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCTS, SOFTWARE, SERVICES, OR THE RESULTS OF ANY RECOMMENDATION BY PULCRO.IO, LLC.
- C. <u>High-Risk Activities.</u> The Products, Software, and Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring failsafe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life-support machines, or any other application in which the failure of the Products, Software, or Services could lead directly to death, personal injury, or severe physical or property damage (collectively, "High-Risk Activities"). Pulcro.io, LLC expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

D. Warranty Exclusions. Warranties do not cover damage due to external causes, such as accident, incident including any Acts of God, abuse, misuse (regardless if misuse is intentional or not), problems with electrical power, service not performed or authorized by Pulcro.io, LLC (including installation or de-installation), usage not in accordance with product or software instructions (and Proper Use Guidelines), normal wear and tear, or use of parts and components not supplied or intended for use with the products, software, or services. These warranties do not apply to Third-Party Products. Any warranty on a Third-Party Product is provided by the publisher, provider, or original manufacturer. To the extent that Pulcro.io, LLC is contractually authorized by the applicable Third-Party, Pulcro.io, LLC will assign to Customer any additional warranty provided to Pulcro.io, LLC; otherwise the Third- Party Products are provided by Pulcro.io, LLC "as is." WHETHER DIRECT OR INDIRECT, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING, (A) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS, (B) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK, OR THE RECOVERY OF SUCH, (C) LOSS OF BUSINESS OPPORTUNITY, (D) BUSINESS INTERRUPTION OR DOWNTIME, OR (E) SERVICES, VENDOR PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE BY CUSTOMER.

A. With respect to Customer's use of the Software (1) neither Pulcro.io, LLC nor any of the Pulcro.io, LLC Parties makes any express or implied warranty that Software provided to Customer in connection with this Agreement is or will be secure, accurate, complete, uninterrupted, without error, or free of viruses, worms, other harmful components, or other program limitations; or that any errors in the Software will be corrected; (2) Customer assumes the entire cost of all necessary servicing, repair, or correction of problems caused by viruses or other harmful components, unless such errors or viruses are the direct result of Pulcro.io, LLC's gross negligence or willful misconduct; (3) Pulcro.io, LLC and the Pulcro.io, LLC Parties, jointly and severally, disclaim and make no warranties or representations as to the accuracy, quality, reliability, suitability, completeness, truthfulness, usefulness, or effectiveness of any reports, data, results, or other information obtained or generated by Customer related to Customer's use of the Software; and (4) use of the Software is entirely at Customer's own risk and neither Pulcro.io, LLC nor the Pulcro.io, LLC Parties shall have any liability relating to such use.

THIRD PARTY PRODUCTS, including THIRD PARTY SOFTWARE PRODUCTS. Pulcro.io LLC may preload and distribute unactivated Third-Party Software for the purpose of convenience. There is no charge to the Customer and Pulcro.io does not recognize any

revenue for this convenience, unless explicitly stated on an invoice. It is up to the Customer to ensure proper procurement of any license keys, proper software activation and acceptance of any license terms stipulated by the Author; including carrying any additional costs associated with purchasing a suitable license. To the extent Pulcro.io, LLC has the right to do so under its agreements with any third parties Pulcro.io, LLC shall pass through to Customer all Third Party warranties as Pulcro.io, LLC receives from such third party in its contracts.

Pulcro.io, LLC Return Policy

For any Product return, Customer agrees to follow and comply with the terms and process applicable according to Pulcro.io, LLC's return policy at www.pulcro.io/returnspolicy.

Note: Before a Customer returns the product to Pulcro.io, LLC, make sure to back-up any data on the hard drive(s) and on any other storage device in the product. Remove any and all confidential, proprietary, and personal information as well as removable media such as floppy disks, CDs, and PC Cards. Pulcro.io, LLC is not responsible for any confidential, proprietary, or personal information; lost or corrupted data; or damaged or lost removable media that may be included with a Customer's return.

Services Warranty:

Limited Warranty. VENDOR WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, VENDOR (INCLUDING ITS AFFILIATES, SUBCONTRACTORS AND AGENTS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, THE "VENDOR PARTY(IES)") MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES OR DELIVERABLES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; OR ANY WARRANTY RELATING TO THIRD-PARTY PRODUCTS OR THIRD-PARTY SERVICES.

High-Risk Application Disclaimer. THE SERVICES ARE NOT FAULT- TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING WITHOUT LIMITATION, IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, WEAPONS SYSTEMS, LIFE-SUPPORT MACHINES, OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE SERVICES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE (COLLECTIVELY, "HIGH-RISK ACTIVITIES"). VENDOR EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH-RISK ACTIVITIES.

Legal Notices

Proper Use Guidelines:

Proper use guidelines for computers are essential to ensure that the warranty remains valid and the device operates effectively. Here are some common guidelines:

1. Environmental Conditions:

Operating Temperature: Use the computer within the manufacturer's recommended temperature range, typically between 10°C (50°F) and 35°C (95°F).

Humidity Levels: Avoid using the computer in excessively humid or dry conditions, generally keeping the humidity level between 20% and 80%.

Ventilation: Ensure that the computer has adequate airflow and is not obstructed by objects, which could cause overheating.

2. Power Supply:

Use Proper Power Sources: Always use the recommended power adapter or charger provided by the manufacturer.

Surge Protection: Plug the computer into a surge protector to prevent damage from power spikes or surges.

Battery Care: If applicable to your system, follow guidelines for charging and discharging the battery to avoid overcharging or deep discharge, which could damage the battery.

3. Physical Handling:

Avoid Dropping or Bumping: Handle the computer with care to avoid physical damage, such as dropping or bumping it against hard surfaces.

Safe Transportation: Use a protective case or bag when transporting the computer to prevent damage from impacts or pressure.

Liquid Exposure: Keep liquids away from the computer to avoid spills that could damage internal components.

4. Software and Security:

Use Approved Software: Install only software that is compatible and approved by the manufacturer to avoid conflicts or system corruption.

Keep Software Updated: Regularly update the operating system and other software to ensure compatibility and security.

Avoid Unauthorized Modifications: Do not install unauthorized firmware or make modifications that could void the warranty.

5. Maintenance and Cleaning:

Regular Cleaning: Clean the computer regularly using a soft, lint-free cloth. Avoid using harsh chemicals or excessive moisture.

Keep Ports and Vents Clear: Ensure that ports and vents are free from dust and debris to prevent overheating or connectivity issues.

Storage Conditions: When not in use, store the computer in a cool, dry place to avoid damage from extreme environmental conditions.

6. External Devices and Accessories:

Use Manufacturer-Approved Accessories: Use only accessories and peripherals recommended by the manufacturer to avoid compatibility issues.

Safely Connect and Disconnect Devices: Properly connect and disconnect external devices, such as USB drives or monitors, to prevent port damage.

7. Service and Repairs:

Authorized Service Centers: Have any repairs or servicing done only by authorized service centers to avoid voiding the warranty.

Avoid Opening the Computer: Do not open the computer case or tamper with internal components unless specifically allowed by the manufacturer.

8. Backup and Data Protection:

Regular Backups: Regularly back up important data to prevent data loss in case of hardware failure.

Use Antivirus Software: Install and maintain up-to-date antivirus software to protect against malware that could damage the system.

9. Proper Usage:

Avoid Overloading the System: Do not overload the computer with excessive multitasking or running heavy applications beyond its specifications.

Shut Down Properly: Always shut down the computer properly through the operating system, rather than forcing a shutdown by holding the power button.

FCC Compliance (WiFi and Bluetooth)

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Important: This equipment has been tested (by the ODM) and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions or has been modified, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Relocate the device to a more suitable area.
- Increase the separation between the equipment.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.

Manufacturer/Service Center Information

Pulcro.io, LLC

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