

## LINKSYS HOMEWRK FOR EDUCATION HARDWARE WARRANTY AND SUPPORT INFORMATION

This limited manufacturer’s warranty (**Warranty**) is provided to **you**, the end user of the Linksys HomeWRK for Education solution (**Solution**), by Linksys USA, Inc (**Linksys, us or we**). It provides you with certain benefits in relation to the Solution hardware (**Hardware**).

**These benefits are additional to any rights and remedies that you may have under consumer protection laws in your country of residence.**

In addition to this Warranty, your use of the Solution is governed by: (i) the Linksys HomeWRK for Education **Terms** (including the **Pond Mobile Terms & Conditions**), (ii) the Linksys **Privacy Policy**; and (iii) Linksys’s **End User License Agreement** (this Warranty and the other terms and policies together are referred to as the **Solution Terms**). If there is any inconsistency between this Warranty and any of the other Solution Terms with respect to the Hardware covered by this Warranty, the terms of this Warranty will prevail.

### WHAT DOES THIS WARRANTY COVER?

Linksys warrants that the hotspot and battery components of your Hardware will be free from defects and that it will look and work as advertised under normal use during the Warranty Period which is set out below, provided that you follow the instructions provided with the Hardware, and subject to the exclusions listed under the heading “What Isn’t Covered?”.

Any Hardware which does not conform to this Warranty is referred to as **Defective Hardware**.

### HOW LONG IS THE HARDWARE WARRANTED?

The **Warranty Period** begins on the date the Hardware was purchased by or provided to the original end user and lasts for the period set out in the table below:

Hardware Type	Warranty Period
New hotspot	1 year
New battery	6 months
Repaired or replacement Hardware	The longer of the original Warranty Period or 30 days

You must make a Warranty claim within 2 months of discovering the fault or other problem with the Hardware. See further below for more information on how you can make a Warranty claim.

## **WHAT ISN'T COVERED?**

We do not give any warranty:

- in relation to the Hardware's charging cable, charging cube or battery cover;
- that the Hardware will always operate uninterrupted or error free;
- that the Hardware or any equipment, system or network on or through which the Hardware is used, is 100% secure and cannot be hacked; or
- in relation to any third party hardware, software or services, or in relation to any Linksys software or services, even if bundled with or required for the operation of your Hardware.

This Warranty does not apply if:

- your Hardware is stolen or purchased from a source other than Linksys or a Linksys Authorized Reseller;
- a Warranty claim is made fraudulently or by misrepresentation;
- the Hardware was not installed, operated, repaired, or maintained in accordance with the Hardware instructions;
- the Hardware has been subjected to abnormal physical or electrical stress or misuse (including, without limitation, water damage);
- damage to the Hardware is cosmetic, including scratches and dents, or is caused by normal wear and tear or normal aging of the Hardware, including degradation of batteries;
- the serial number on the Hardware has been altered, defaced, or removed; or
- the Hardware was supplied or licensed for beta, evaluation, testing or demonstration purposes.

This Warranty is only valid and enforceable in the country of purchase.

## **WARRANTY EXCLUSIONS AND LIMITATION OF LIABILITY**

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. LINKSYS DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, AND WARRANTIES AGAINST LOSS OF OR DAMAGE TO DATA, SECURITY, PERFORMANCE QUIET ENJOYMENT, THAT THE FUNCTIONS CONTAINED IN THE PRODUCT WILL MEET YOUR REQUIREMENTS, THAT DEFECTS IN THE PRODUCT WILL BE CORRECTED AND/OR THAT YOUR USE OF THE PRODUCT WILL GENERATE ACCURATE, RELIABLE OR TIMELY RESULTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LINKSYS OR A LINKSYS DEALER, AGENT OR AFFILIATE SHALL CREATE A WARRANTY.

TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, LINKSYS LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THE EXPRESS WARRANTY PERIOD AND AT LINKSYS'S OPTION THE REPLACEMENT SERVICES DESCRIBED BELOW.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, LINKSYS IS NOT RESPONSIBLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY,

INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS; LOSS OF USE; LOSS OF MONEY OR ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE HARDWARE OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED IN THE HARDWARE. THESE EXCLUSIONS AND LIMITATIONS APPLY REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF LINKSYS OR SUCH OTHER ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF ANY WARRANTY OR REMEDY PROVIDED FAILS OF ITS ESSENTIAL PURPOSE.

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

If any Warranty term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

#### **HOW WILL LINKSYS MAKE THINGS RIGHT?**

If you believe your Hardware is defective, contact Linksys Technical Support at <http://support.linksys.com> to arrange a replacement. We will replace the hotspot and the battery. We will not replace charging cables, charging cubes or battery covers. Also, if your order is lost in shipment, please contact Linksys Technical Support so that we can reship the order.

We will need you to send the hotspot (and provided it is not damaged, the battery) back to us (free of charge) so that we can determine whether your claim is eligible under this warranty. When you contact Technical Support, you will be given a Return Materials Authorization (“RMA”) number and we’ll tell you where to send the Hardware. Once the RMA is approved, we will send you a pre-paid shipping label to return your Hardware. You will need to make sure the Hardware is properly packaged and shipped using the pre-paid shipping label provided. We need to identify your Hardware when it reaches us, so you’ll need to include the RMA number AND a copy of your dated proof of original purchase (please keep the original).

Linksys will ship advanced replacement Hardware to you before the defective unit is returned to us. If either: (i) you do not return the Hardware to us within two weeks; or (ii) upon inspection, Linksys in its sole discretion determines that the claim is not an eligible warranty claim, you may be invoiced for the replacement Hardware by your seller, the cost of shipping and a restocking fee.

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