

# Square Connect (1) Year Limited Warranty

Square Connect's warranty obligations are limited to the terms set forth below.

Square Connect, Inc. ("Square Connect") warrants its own branded hardware products against defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of retail purchase by the original end-user purchaser ( the "Warranty Period"). If a hardware defect is determined and a valid claim is received by Square Connect within the Warranty Period, at its sole option and to the extent that is permitted by law, Square Connect will either (1) at no charge to the purchaser, repair the hardware defect using new or refurbished replacement parts, (2) exchange the product with a new product or with a product which has been manufactured from new or used parts and is at least functionally equivalent to the original product, or (3) refund the original purchase price of the product. Square Connect may request that the purchaser replace defective parts with new or refurbished user-installable parts that Square Connect provides in fulfillment of this warranty. Replacement product(s) or part(s), including user-installable part(s) that have been installed in accordance with instructions provided by Square Connect assume the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage. When a product or part is exchanged, any replacement item becomes the property of the purchaser and the replaced item becomes the property of Square Connect. Parts which Square Connect provide in fulfillment of its warranty obligation are to be used in the products for which the warranty services is(are) claimed. When a refund is given, the product for which the refund is provided must be returned to Square Connect and becomes Square Connect's property.

## EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to hardware products manufactured by or for Square Connect that can be identified by the "Square Connect" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Square Connect hardware products or any software, even if packaged or sold with Square Connect hardware. Manufacturers, suppliers, or publishers, other than Square Connect, may provide their own warranties to the end user purchaser, but Square Connect, insofar as permitted by law, provides these third party products "as is." Software distributed by Square Connect with or without the Square Connect brand name (including, but not limited to, system software) is not covered by this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Software provided by Square Connect through the Apple iTunes store is covered by the end user licensing agreement (EULA) present on the iTunes store at the time of download and installation.

Square Connect does not warrant that the operation of the product will be uninterrupted or error-free. Square Connect is not responsible for damage arising from failure to follow instructions relating to the product's use, or for use of its products for purposes for which the products were not intended.

This warranty does not apply: (a) to damage caused by use with non-Square Connect products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) damage caused by operating the product outside the permitted or intended uses described by Square Connect; (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Square Connect; (e) to a product or part that has been modified to alter functionality or capability without the written permission of Square Connect; (f) to consumable parts, unless damage has occurred due to a defect in materials or workmanship; (g) to cosmetic damage, including but not limited to scratches, dents, and broken plastic on ports; or (h) if any Square Connect serial number has been removed or defaced.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SQUARE CONNECT'S RESPONSIBILITY FOR HARDWARE DEFECTS IS LIMITED TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY SQUARE CONNECT AT ITS SOLE DISCRETION. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED WARRANTY. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. No Square Connect reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, SQUARE CONNECT IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, 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 (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF DAMAGE TO 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 OR USED WITH SQUARE CONNECT PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. 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 STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.