ONE-YEAR LIMITED WARRANTY

For Zorachka Branded Products Only

IMPORTANT: By using your Zorachka Branded Product ("Branded Product," "Product," "Zorachka Branded Product" or "Zorachka Product") you are agreeing to be bound by the terms of the Zorachka One-Year Limited Warranty ("Warranty") as set out below.

Please protect yourself and your Zorachka Product. Our policy is to offer product warranty and to perform services only on products purchased from an authorized Zorachka reseller and only accompanied by a receipt or proof of purchase. If you purchase a Zorachka Product from an unauthorized reseller or if the original factory serial number has been removed, defaced or altered, this Zorachka Warranty will not be valid.

Products sold from an unauthorized reseller do not carry a warranty from Zorachka. When you purchase products from an unauthorized website or dealer, you are taking a risk that these products may be counterfeit, used, defective, or may not be designed for use in your country. Please protect yourself and your Zorachka Product by ensuring that you only purchase Zorachka Products from an authorized reseller. If you have any questions about authorized resellers, please contact Zorachka Support team via email <u>support@zorachka.com</u> or call Zorachka Support team at +1 (424) 209-2249.

HOW CONSUMER LAW RELATES TO THIS WARRANTY

This Warranty gives you specific legal rights, and you may have other rights that vary from state to state, province to province, or country to country.

Other than as permitted by law, Zorachka does not exclude, limit or suspend other rights you have, including those that may arise from the nonconformity of a sales contract. For a full understanding of your rights you should consult the laws of your state, province, or country.

WARRANTY LIMITATIONS

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. Zorachka disclaims all statutory and implied warranties, including without limitation warranties of merchantability and fitness for a particular purpose and warranties against hidden or latent defects, to the extent permitted by law.

Insofar as such warranties cannot be disclaimed, Zorachka limits the duration and remedies of such warranties to the duration of this Warranty and, at Zorachka's option, the repair, replacement or refund services described below. Some states (provinces or countries) do not allow limitations on how long an implied warranty (or condition) may last, so the limitation described above may not apply to you.

WHAT THIS WARRANTY COVERS; WARRANTY PERIOD

Zorachka Inc., its subsidiaries and affiliates ("Zorachka") warrant the Zorachka Branded Product and Zorachka branded accessories contained in the original packaging against defects in material and workmanship when the Product is used normally for its intended purposes and in accordance with Zorachka's published guidelines.

The length of the Zorachka Limited Warranty is one year from the date of purchase ("Warranty Period"). <u>Please retain a copy of your receipt as proof of purchase</u>. You may be required to furnish proof of purchase details when making a claim under this Warranty.

Zorachka's published guidelines include but are not limited to information contained in technical specifications, user manuals and service communications.

This Warranty is transferable from the original purchaser to subsequent owners, but the Warranty Period will not be extended in duration or expanded in coverage for any such transfer.

WHAT THIS WARRANTY DOES NOT COVER

This Warranty does not apply to any non-Zorachka branded products, accessories, or any software, even if packaged or sold with Zorachka hardware.

Software distributed by Zorachka with or without the Zorachka brand (including, but not limited to system software) is not covered by this Warranty. Please refer to the <u>Terms of Service</u> accompanying the software for details of your rights with respect to its use. Zorachka does not warrant that the operation of the Zorachka Product will be uninterrupted or error-free. Zorachka is not responsible for damage arising from failure to follow instructions relating to the use of the Zorachka Product.

This Warranty does not cover the following: (i) Products marked as "sample" or "Not for Sale", or sold "AS IS"; (ii) Products that have been subject to: (a) modifications, alterations, tampering, or improper maintenance or repairs performed by anyone who is not a representative of Zorachka and/or without the written permission of Zorachka; (b) handling, storage, installation, testing, or use not in accordance with any User Guide or other instructions provided by Zorachka; (c) abuse or misuse of the Product; (d) breakdowns, fluctuations, or interruptions in electric power or the telecommunications network; (e) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports unless failure has occurred due to a defect in materials or workmanship; (f) damage caused by use with a third party component or product that does not meet the specifications of the Zorachka Product; (g) damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Zorachka; (h) removed or defaced serial number from the Zorachka Product; (j) theft: if Zorachka receives information from relevant public authorities that the Product has been stolen or if you are unable to deactivate passcode-enabled or other security measures designed to prevent unauthorized access to the Zorachka Product, and you cannot prove in any way that you are the authorized user of the Product (e.g. by presenting proof of purchase); (k) Acts of God, including but not limited to lightning, flood, tornado, earthquake, or hurricane.

This Limited Warranty does not cover consumable parts, such as protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship.

Zorachka recommends that you use only authorized service providers for maintenance or repair. Unauthorized use of the Product or software can impair the Product's performance and may invalidate this Warranty.

TOTAL SATISFACTION RETURN POLICY

If you are not satisfied with your Zorachka Product for any reason, you may return it in accordance with the Zorachka <u>Return Policy</u> and receive a full refund.

YOUR RESPONSIBILITIES

If your Zorachka Product is capable of storing software programs, data and other information, you should make periodic backup copies of the information contained on the storage media to protect the contents and as a precaution against possible operational failures. During Warranty service or any other technical support, it is possible that the contents of the Zorachka Product's storage media will be lost, replaced or reformatted. In such an event Zorachka and its agents are not responsible for any loss of software programs, data or other information contained on the storage media or any other part of the Zorachka Product serviced.

WHAT WILL ZORACHKA DO IN THE EVENT THE WARRANTY IS BREACHED

If you submit a valid claim under this Warranty, Zorachka will, at its sole discretion, either (a) repair the Zorachka Product using new or previously used parts that are equivalent to new in performance and reliability; (b) replace your Product with a new similar Product; or (c) accept the return of the Product and refund you the money paid for the Product by you or the original purchaser of the Product.

HOW TO GET SERVICE IF YOU WANT TO CLAIM UNDER THIS WARRANTY

Before making a claim under this Warranty, you need to (a) contact Zorachka Support team via email support@zorachka.com or call Zorachka Support team at +1 (424) 209-2249 during the Warranty Period to provide notice of your warranty claim and describe the alleged failure, and (b) comply with Zorachka's (or its authorized reseller's) instructions.

Zorachka will have no Warranty obligations with respect to a returned Product if it determines, at its reasonable discretion after examination of the returned Product, that the Product does not meet Warranty terms and conditions ("Ineligible Product"). Zorachka will bear all costs of return shipping to the owner and will reimburse any shipping costs incurred by the owner, except with respect to any Ineligible Product, for which the owner will bear all shipping costs.

LIMITATION OF LIABILITY

Except as provided in this Warranty and to the maximum extent permitted by law, Zorachka 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, 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 Zorachka Product or any failure to maintain the confidentiality of information stored on the Zorachka 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. Zorachka disclaims any representation that it will be able to repair any Zorachka Product under this Warranty or replace the Zorachka Product without risk to or loss of information stored in the Zorachka Product.

Some states (provinces or countries) do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

ADDITIONAL INFORMATION

Zorachka Support team: <u>support@zorachka.com</u> Tel.: +1 (424) 209-2249

Zorachka Authorized Resellers:

You can purchase Zorachka Products from Zorachka's online store (<u>www.zorachka.com</u>) or from Amazon Marketplace (<u>www.amazon.com</u>).

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