

Wikipad One (1) Year Limited Warranty

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS.

THIS LIMITED WARRANTY IS GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE IN WHICH THE PRODUCT PURCHASE TOOK PLACE. CUSTOMERS ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR STATE OF PURCHASE

THIS WIKIPAD WARRANTY IS IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY CONSUMER PROTECTION LAWS AND REGULATIONS IN YOUR STATE.

WARRANTY. Wikipad's warranty obligations for the 7-inch Tablet ("tablet") are limited to the terms set forth herein. Wikipad warrants the tablet 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 ("Warranty Period").

WARRANTY. Wikipad's warranty obligations for the gamepad controller product are limited to the terms set forth herein. Wikipad warrants the gamepad controller against defects in materials and workmanship under normal use for a period of 1 year for like for like swap of a controller that is refurbished or provide a discount to purchase a new controller pursuant to an advertised upgrade path upto 1 year at a small additional charge for postage and packaging.

If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Wikipad will either (1) repair the hardware defect at no charge, using new parts or refurbished parts that are equivalent to new in performance and reliability, (2) exchange the product with a product that is new or refurbished that is equivalent to new in performance and reliability and is at least functionally equivalent to the original product.

This warranty does not apply to a resale and is limited to the first purchase user.

When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Wikipad's property. Parts provided by Wikipad in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to Wikipad and becomes Wikipad's property.

EXCLUSIONS AND LIMITATIONS. This Limited Warranty applies only to the hardware product manufactured by or for Wikipad that can be identified by the "Wikipad" trademark, trade name, or logo affixed to it. The Limited Warranty does not apply to any non-Wikipad hardware product or any software, even if packaged or sold with the Wikipad hardware. Manufacturers, suppliers, or publishers, other than Wikipad, may provide their own warranties to the end user purchaser, but Wikipad, in so far as

permitted by law, provides their products “as is”. Software distributed by Wikipad with or without the Wikipad brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Wikipad does not warrant that the operation of the product will be uninterrupted or error-free. Wikipad is not responsible for damage arising from failure to follow instructions relating to the product’s use.

This warranty does not apply: (a) to consumable parts, such as batteries, or protective coatings designed to diminish over time; (b) to cosmetic damage, including but not limited to scratches, dents, and broken plastic; (c) to damage caused by use with non Wikipad products; (d) to damage caused by accident, abuse, misuse, liquid contact, water, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by Wikipad; (f) damage caused by service repairs (including upgrades and expansions) (g) or (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the product (i) if any Wikipad serial number has been removed or defaced (j) damage caused by a pet , rodent or other animal is not covered by this warranty (k) damage caused as a result of frustrated game play.

Important: Do not open the hardware products. Opening the hardware products may cause damage. Opening the tablet or controller will invalidate this warranty.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, WIKIPAD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF WIKIPAD CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY AND TO THE REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY WIKIPAD IN ITS SOLE DISCRETION.

No Wikipad 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 MAXIMUM EXTENT PERMITTED BY LAW, WIKIPAD 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 WIKIPAD PRODUCT 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. WIKIPAD DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA.

OBTAINING WARRANTY SERVICE. Please access and review the online help resources described below before seeking warranty service. If the product is still not functioning properly after making use of these resources, please contact the Wikipad representatives or, if applicable, a Wikipad retail store or authorized distributor (“Wikipad Retail”) using the information provided below. When contacting Wikipad via telephone, other charges may apply depending on your location. When calling, an Wikipad representative will help determine whether your product requires service and, if it does, will inform you how Wikipad will provide it. You must assist in diagnosing issues with your product and follow Wikipad’s warranty processes.

Wikipad may restrict service to the country where Wikipad or its Authorized Distributors originally sold the hardware product. Wikipad will provide warranty service either (i) at an Wikipad Retail or a Wikipad repair service location for service, (ii) by sending you prepaid way bills (and if you no longer have the original packaging, Wikipad may send you packaging material) to enable you to ship the product to Wikipad’s repair service location for service, or (iii) by sending you user-installable new or refurbished replacement product or parts to enable you to service or exchange your own product (“DIY Service”). Upon receipt of the replacement product or part, the original product or part becomes the property of Wikipad and you agree to follow instructions, including, if required, arranging the return of original product or part to Wikipad in a timely manner. When providing DIY Service requiring the return of the original product or part, Wikipad may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you follow instructions, Wikipad will cancel the credit card authorization, so you will not be charged for the product or part and shipping costs. If you fail to return the replaced product or part as instructed or the replaced product or part is not eligible for warranty service, Wikipad will charge the credit card for the authorized amount.

Service options, parts availability and response times may vary according to the state in

which service is requested. Service options are subject to change at any time. You may be responsible for shipping and handling charges if the product cannot be serviced in the state in which service is requested. Where international service is available, Wikipad may repair or exchange defective products and parts with comparable products and parts that comply with local standards. In accordance with applicable law, Wikipad may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. Resources with more details on this and other matters on obtaining warranty service are described below.

PRIVACY. Wikipad will maintain and use customer information in accordance with Wikipad's Customer Privacy Policy available at www.Wikipad.com/legal/warranty/privacy and Wikipad's applicable legal obligations.

BACKUP. If your product is capable of storing software programs, data and other information, you should protect its contents against possible operational failures. Before you deliver your product for warranty service it is your responsibility to keep a separate backup copy of contents, remove all personal information and data that you want to protect and disable any security passwords. **THE CONTENTS OF YOUR PRODUCT WILL BE DELETED AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF WARRANTY SERVICE.** Your product or a replacement product will be returned to you as your product was configured when originally purchased, subject to applicable updates. Wikipad may install system software updates as part of warranty service that will prevent the hardware from reverting to an earlier version of the system software. Third party applications installed on the hardware may not be compatible or work with the hardware as a result of the system software update. You will be responsible for reinstalling all other software programs, data and passwords. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty.

RESOURCES. A description of the following Wikipad resources is available online:

Telephone customer help desk: 888 997 4544

Online support: support.wikipad.com