



## **PROTO One (1) Year Limited Warranty**

**IMPORTANT: BY PURCHASING YOUR PROTO DEVICE YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE PROTO ONE (1) YEAR LIMITED WARRANTY ("WARRANTY") AS SET OUT BELOW.**

### WHAT IS COVERED BY THIS WARRANTY?

PROTO Inc. of Van Nuys, California ("PROTO") warrants the PROTO-branded hologram device hardware product contained in the original packaging ("PROTO Product") against defects in materials and workmanship when used normally in accordance with PROTO's published guidelines for a period of one (1) year from the date of shipment ("Warranty Period"). PROTO's published guidelines include but are not limited to information contained in technical specifications, user manuals and service communications.

### WHAT IS NOT COVERED BY THIS WARRANTY?

This Warranty does not apply to any non-PROTO branded hardware products or any software, even if packaged or sold with PROTO hardware. Manufacturers, suppliers, or publishers, other than PROTO, may provide their own warranties to you. Please contact them for further information. Software distributed by PROTO with or without the PROTO brand (including, but not limited to system software) is not covered by this Warranty. Please refer to the licensing agreement accompanying the software for details of your rights with respect to its use. PROTO does not warrant that the operation of the PROTO Product will be uninterrupted or error-free. PROTO is not responsible for damage arising from failure to follow instructions relating to the PROTO Product's use.

**This Warranty does not apply: (a) to cosmetic damage, including but not limited to scratches, dents and broken glass on ports unless failure has occurred due to a defect in materials or workmanship; (b) to damage caused by use with a third party component or product that does not meet the PROTO Product's specifications (PROTO Product specifications are available at [www.protohologram.com](http://www.protohologram.com) under the technical specifications for the product); (c) to damage caused by accident, abuse, misuse, fire, liquid contact, earthquake or other external cause; (d) to damage caused by operating the PROTO Product outside PROTO's published guidelines; (e) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of PROTO or a PROTO Authorized Service Provider ("PASP"); (f) to a PROTO Product that has been modified to alter functionality or capability without the written permission of PROTO; (g) to defects caused by normal wear and tear or otherwise due to the normal aging of the PROTO Product; (h) if any serial number has been removed or defaced from the PROTO Product; or (i) if PROTO 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 PROTO Product.**

### IMPORTANT RESTRICTION FOR PROTO HOLOGRAM SERVICE.

PROTO may restrict warranty service for the PROTO hologram device to the country where PROTO or its Authorized Distributors originally sold the device.

### YOUR RESPONSIBILITIES

YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE INFORMATION CONTAINED ON THE PROTO PRODUCT STORAGE MEDIA TO PROTECT THE CONTENTS AND AS A PRECAUTION AGAINST POSSIBLE OPERATIONAL FAILURES.

Before receiving warranty service, PROTO or its agents may require that you respond to questions designed to assist with diagnosing potential issues and follow PROTO's procedures for obtaining warranty service. Before submitting your PROTO Product for warranty service you should maintain a separate backup copy of the contents of its storage media, remove all personal information that you want to protect and disable all



security passwords.

DURING WARRANTY SERVICE THE CONTENTS OF THE STORAGE MEDIA MAY BE DELETED AND REFORMATTED. PROTO 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 PROTO PRODUCT SERVICED.

Following warranty service your PROTO Product or a replacement device will be returned to you as your PROTO Product was configured when originally purchased, subject to applicable updates. PROTO may install system software updates as part of warranty service that will prevent the PROTO Product from reverting to an earlier version of the system software. Third party applications installed on the PROTO Product may not be compatible or work with the PROTO Product as a result of the system software update. You will be responsible for reinstalling all other software programs, data and information. Recovery and reinstallation of other software programs, data and information are not covered under this Warranty.

**Important: Do not open the PROTO Product. Opening the PROTO Product may cause damage that is not covered by this Warranty. Only PROTO or a PASP should perform service on this PROTO Product.**

#### WHAT WILL PROTO DO IN THE EVENT A CLAIM IS SUBMITTED?

If during the Warranty Period you submit a claim to PROTO or a PASP in accordance with this warranty, PROTO will, at its option:

- (i) repair or service the PROTO Product using new or previously used parts that are equivalent to new in performance and reliability, or
- (ii) replace the PROTO Product with the same model (or with your consent a product that has similar functionality) formed from new and/or previously used parts that are equivalent to new in performance and reliability.

PROTO may request that you replace certain user-installable parts or PROTO Products. A replacement part or PROTO Product, including a user-installable part that has been installed in accordance with instructions provided by PROTO, assumes the remaining term of the Warranty or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a PROTO Product or part is replaced or a refund provided, any replacement item becomes your property and the replaced or refunded item becomes PROTO's property.

#### HOW TO OBTAIN WARRANTY SERVICE?

Please access and review the online help resources described below before seeking warranty service. If the PROTO Product is still not functioning properly after making use of these resources, please contact a PROTO representative or, if applicable, a PASP, using the information provided below. A PROTO representative or PASP will help determine whether your PROTO Product requires service and, if it does, will inform you how PROTO will provide it. When contacting PROTO via telephone, other charges may apply depending on your location. Online information with details on obtaining warranty service is provided below.

#### WARRANTY SERVICE OPTIONS

A deductible of \$100 applies if a PROTO representative or PASP needs to visit your location to fix your PROTO Product. We may offer warranty service through a PASP in your area, if available. We reserve the right to choose the most suitable way to service your PROTO Product, considering availability in your country. Service options, parts availability, and response times may vary by location. If your PROTO Product can't be serviced locally, you will be responsible for shipping, handling and/or travel charges.



Please note that you are responsible for all costs and expenses incurred during a triage event or crisis where PROTO and/or a PASP discovers that the device was damaged or made inoperable as a result of your actions or negligence not covered under this Warranty.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROTO 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 PROTO PRODUCT OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED ON THE PROTO PRODUCT.

PROTO DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PROTO PRODUCT UNDER THIS WARRANTY OR REPLACE THE PROTO PRODUCT WITHOUT RISK TO OR LOSS OF INFORMATION STORED IN THE PROTO PRODUCT.

#### GENERAL

No PROTO 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. This Warranty is governed by and construed under the laws of the country in which the PROTO Product purchase took place. PROTO or its successor in title is the warrantor under this Warranty.