

### **IMPORTANT NOTE: You must keep your purchase invoice or receipt as this will be needed for warranty service and returns.**

#### **Hardware Component Manufacturers' Limited Warranty**

The hardware purchased separately as a stand alone hardware component from the list below is warranted by the respective manufacturers or manufacturer to be free from defects in materials and workmanship and to conform to the manufacturer's published specifications applicable to the products purchased at the time of shipment. This limited warranty does not cover any hardware product which is (i) improperly installed, misused, neglected, abused or carelessly handled or used for any unintended purposes; (ii) damaged by accident or negligence, including failure to follow the proper maintenance, service, and cleaning schedule; or (iii) damaged as a result of (A) modification or alteration by the purchaser or other party, (B) excessive voltage or current supplied to or drawn from the interface connections, (C) static electricity or electro-static discharge, (D) non-compliance with the manufacturer's published requirements for operating use and maintenance, or (E) repair or service of the product by anyone other than the manufacturer's authorized representatives.

The manufacturers of the specific equipment covered by this limited warranty are:

- Mophie
- MagTek
- Blue Bamboo
- Roam

The limited warranty shall extend for a period of one (1) year from the original date of purchase by the end-user buyer.

Any defective product specified under this limited warranty must be returned within the warranty period for repair or replacement at the manufacturer's discretion and only upon determination by the manufacturer that the product is defective due to defects in materials or workmanship. Warranty returns under this limited warranty shall be in accordance with the return procedures below.

EXCEPT AS MAY BE OTHERWISE PROVIDED BY APPLICABLE LAW, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER COVENANTS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE MANUFACTURER'S RESPONSIBILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT. IN NO EVENT SHALL THE MANUFACTURER, ITS DISTRIBUTORS, AGENTS OR EMPLOYEES, BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, AND, IN NO EVENT, SHALL ANY LIABILITY OF THE MANUFACTURER, ITS AGENTS OR EMPLOYEES ARISING IN CONNECTION WITH ANY PRODUCT SOLD HEREUNDER (WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED ON CONTRACT, WARRANTY, TORT, OR OTHERWISE) EXCEED THE ACTUAL AMOUNT PAID TO THE MANUFACTURER FOR THE PRODUCT. THESE LIMITATIONS ON LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT EVEN WHEN THE MANUFACTURER MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH INJURIES, LOSSES, OR DAMAGES. SOME STATES, PROVINCES, OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

All provisions of this Hardware Component Manufacturers' Limited Warranty are separate and severable, which means that if any provision is held invalid and unenforceable, such determination shall not affect the validity of enforceability of the other provisions hereof.

#### **Intuit Limited Warranty of Inter-operability**

Intuit warrants that Intuit GoPayment will operate with GoPayment hardware peripheral purchased from the list above for sixty (60) days from the original date of purchase by the end-user buyer. This limited warranty is contingent upon use of Intuit GoPayment hardware in accordance with its documentation. This limited warranty does not cover any product which is (i) improperly installed, misused, neglected, abused or carelessly handled or used for any unintended purposes; (ii) damaged by accident or negligence, including failure to follow the proper maintenance, service, and cleaning schedule; or (iii) damaged as a result of (A) modification or alteration by the purchaser or other party, (B) excessive voltage or current supplied to or drawn from the interface connections, (C) static electricity or electro-static discharge, (D) non-compliance with the manufacturer's published requirements for operating use and maintenance, or (E) repair or service of the product by anyone other than the manufacturer's authorized representatives.

Warranty returns under this limited warranty shall be in accordance with the return procedures specified below.

## **DISCLAIMER OF WARRANTIES**

EXCEPT AS OTHERWISE SET FORTH IN THIS LIMITED WARRANTY OF INTER-OPERABILITY, INTUIT, ITS AFFILIATES, AGENTS, DEALERS AND SUPPLIERS (COLLECTIVELY "SUPPLIERS") MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, AND DISCLAIMS AND NEGATES ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.

## **LIMITATION OF LIABILITY AND DAMAGES**

THE ENTIRE LIABILITY OF INTUIT AND ITS SUPPLIERS FOR ANY REASON SHALL BE LIMITED TO THE RETAIL VALUE OF THE INTUIT HARDWARE UNLESS OTHERWISE SEPARATELY AGREED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTUIT, ITS AGENTS OR EMPLOYEES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO: DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE), USE OF THE HARDWARE THAT DOES NOT MEET INTUIT'S SYSTEMS REQUIREMENTS WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF INTUIT, ITS AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INTUIT AND YOU. INTUIT WOULD NOT BE ABLE TO HAVE PROVIDED THIS INTUIT HARDWARE WITHOUT SUCH LIMITATIONS.

## **Intuit GoPayment Hardware Component Sixty (60) Day Money Back Satisfaction Limited Warranty**

For sixty (60) days from the original date of purchase by the end-user buyer, such buyer may return the specified hardware component(s) for any reason, including but not limited to failure of the hardware components to work together per the terms of the Hardware Component Manufacturers' Limited Warranty, for a refund. Such refund shall be for the purchase price of the product(s) less the retail cost of any missing or damaged components and less a charge for wear and tear (if applicable). Shipping costs charged upon the initial shipment of the product(s) (if applicable) will not be refunded nor will any costs incurred by buyer in returning the products. Warranty returns under this limited warranty shall be in accordance with the return procedures below.

## **Return Procedures for Intuit GoPayment Hardware Peripherals**

### **Within 60 days of purchase**

For returns of the hardware components purchased as stand alone items from listing on front, within sixty (60) days from the original date of purchase by the end-user buyer for a refund of the purchase price as the case may be and as specified above, please call Intuit Payment Solutions Customer Service during normal business hours, excluding Intuit holidays, at 1-800-558-9558 to obtain a Return Material Authorization number (RMA) and product return instructions. Returns of hardware components purchased as stand alone items must include all components including cables, power supplies, and other accessories, be accompanied by a dated receipt and shipped within the applicable customer satisfaction limited warranty period specified above. Neither the manufacturers of the hardware components purchased as stand alone items nor Intuit are responsible for loss or damage to data or component hardware during shipment. Under no circumstances shall there be a refund of shipping and handling charges, insurance and any other related fees to the end-user.

### **After 60 days from purchase**

For warranty returns of any hardware components purchased as stand alone items from listing on front after 60 days of purchase, please follow the manufacturer's warranty return procedures unless coverage under Intuit's Rapid Replacement Program applies. Neither the manufacturers of the hardware components purchased as stand alone items nor Intuit are responsible for loss or damage to data or component hardware during shipment. Under no circumstances shall there be a refund of shipping and handling charges, insurance and any other related fees to the end-user.

## **Miscellaneous**

These limited warranties are incorporated into and are essential and material provisions of the terms and conditions of sale of the hardware to you. All disputes arising out of or related to the limited warranties herein shall be governed by the laws of the State of California (without reference to choice of law principles).