

## Warranty & Guarantee – Pocketalk

If you are unsatisfied with your purchase from Pocketalk.net of the Pocketalk translation device (the “Pocketalk Device”) for any reason, you may request a full refund at any time within 30 days of the purchase date (the “Return Period”).

To qualify for a refund, all of the following conditions must be met:

- You must request a return authorization number (“RMA”) from the Sourcenext customer service team within the Refund Period. To request a RMA, please contact Customer Service .
- You must return the Pocketalk Device to Sourcenext in “like-new” physical condition (not damaged in any way).
- You must include along with the returned Pocketalk Device all accessories that were included with the Pocketalk Device for no additional fee (for example, the charger) (the “Included Accessories”).
- You must include the RMA along with the returned Pocketalk Device.

Please also note that:

- Shipping and handling charges, gift wrap fees, and taxes paid (such as sales tax, customs, or VAT) are not refundable.
- You are responsible for and must pre-pay all shipping charges and you assume the risk of loss or damage to the returned Pocketalk Device while in transit back to Sourcenext.
- If you return a Pocketalk Device to Sourcenext (a) without a RMA and/or (b) without all Included Accessories, Sourcenext retains the right to either refuse acceptance of such return or charge you a restocking fee of 15% of the original price of the Pocketalk Device or the retail value of the missing Included Accessories, whichever is higher.
- **Purchases of Pocketalk accessories other than Included Accessories (for example, SIM Cards, lanyards, pouches, cases, screen protectors) are final and non-refundable.**

### Limited Warranty

#### LIMITED WARRANTY

Sourcenext warrants to the original purchaser that the Pocketalk Device and Included Accessories (collectively, the “Product”) shall be free from defects in materials and workmanship under normal use for a period of one (1) year from the date of purchase (the “Warranty Period”). If you reside in the European Economic Area (EEA) and you purchased your Sourcenext product in the EEA, the Warranty Period is two (2) years from the date of purchase.

#### REMEDIES

If such a defect arises and a RMA request is received by Sourcenext within the Warranty Period, Sourcenext will, at its option and to the extent permitted by law, either (1) repair the Product at no charge, using new or refurbished replacement parts or (2) replace the Product with a new or refurbished Product. In the event of

such a defect, to the extent permitted by law, these are your sole and exclusive remedies. Shipping and handling charges may apply except where prohibited by applicable law. This limited warranty is valid only in the jurisdictions where the Products are sold by Sourcenext itself or through its authorized reseller or agent and is valid to the extent permitted by the applicable laws of such jurisdictions. Any replacement Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, or for any additional period of time that may be required by applicable law.

## OBTAINING WARRANTY SERVICE

To obtain warranty service, a RMA must be requested from Sourcenext's Customer Service team. To request a RMA, please contact Customer Service [here](#). The RMA must be included along with the Product. You must deliver the Product, in either its original packaging, or packaging providing equivalent protection, to the address specified by Sourcenext. Sourcenext may require you to furnish proof of purchase details and/or comply with other requirements before receiving warranty service. For more specific instructions on how to obtain warranty service on your Product, visit the Sourcenext Product Help.

## EXCLUSIONS AND LIMITATIONS

- Sourcenext does not warrant that the operation of the Product will be uninterrupted or error-free.
- This limited warranty does not cover software embedded in any Product or any related services provided by Sourcenext. See the Sourcenext Terms of Service for details of your rights with respect to use of the software and related services.
- This limited warranty applies only to the original purchaser of the Product that was purchased from an authorized reseller or sales channel and manufactured by or for Sourcenext that can be identified by an authorized Sourcenext trademark, trade name, or logo affixed to it (for example, an authorized POCKETALK mark).
- Without limiting the foregoing, this limited warranty does not apply to any (a) Sourcenext products and services other than the Products, (b) non-Sourcenext products, even if included or sold with a Product, including, without limitation, any counterfeit products, (c) products that are, or Sourcenext reasonably believes to be, stolen, (d) consumables (such as batteries), (e) software, even if packaged or sold with the Product or embedded in the Product, or (f) Sourcenext accessories other than the Included Accessories.
- This limited warranty does not apply to a Product or part of a Product that has been serviced, altered, refurbished, or modified by anyone who is not authorized by Sourcenext, nor does it apply to any cosmetic damage such as scratches and dents.
- This limited warranty also does not apply to damage or defects caused by (a) use with non-Sourcenext products; (b) accident, abuse, misuse, mishandling, flood, fire, earthquake, or other external causes; (c) normal wear and tear or aging of the Product such as discoloration or stretching; or (d) operating the Product (i) outside the permitted or intended uses described by Sourcenext, (ii) not in accordance with instructions provided by Sourcenext, or (iii) with improper voltage or power supply.
- No Sourcenext reseller, distributor, agent or employee is authorized to make any modification, extension, or addition to this limited warranty.

## DISCLAIMER

TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. SOURCENEXT 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. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, SOURCENEXT LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU. in addition, CONSUMERS IN SOME JURISDICTIONS MAY HAVE LEGAL RIGHTS UNDER APPLICABLE NATIONAL LEGISLATION GOVERNING THE SALE OF CONSUMER GOODS THAT are not waivable by contract. THESE RIGHTS ARE NOT AFFECTED BY THIS LIMITED WARRANTY.

### **Limitation of Liability**

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, SOURCENEXT SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE OR DATA, RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONDITION OR UNDER ANY OTHER LEGAL THEORY, EVEN IF SOURCENEXT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### **Governing Law**

This Pocketalk Return Policy and Limited Warranty is governed by the laws of the State of California, USA, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. If any term contained herein is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.