

Autobrain Warranty

FOR CONSUMERS WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY THIS LIMITED WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. SOME COUNTRIES, STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATIONS OR EXCLUSIONS DESCRIBED BELOW MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY COUNTRY, STATE OR PROVINCE.

Limited Warranty

This limited warranty is provided by Autobrain LLC ("Autobrain") to purchasers of the Hardware ("you"). Hardware devices provided by Autobrain ("Hardware") are warranted to be free from defects in materials or workmanship under normal use (a) for new Hardware, one (1) year from the date of purchase by the original end user purchaser, and (b) for refurbished Hardware, ninety (90) days after the date the refurbished Hardware is shipped by Autobrain to you or the remainder of the new Hardware Warranty Period, whichever is longer (as applicable, the "Warranty Period"). Within the Warranty Period, Autobrain will, at its sole option, and as Autobrain's sole liability and your exclusive remedy, (a) repair the Hardware with new or refurbished parts, (b) replace the Hardware with reasonably available equivalent new or refurbished Hardware, or (c) refund the actual purchase price of the Hardware less any rebates and discounts. Such repairs or replacement will be made at no charge to you for parts or labor, provided that you shall be responsible for the shipping and handling costs for your returns as described below. All Hardware and parts that are replaced become the property of Autobrain.

This limited warranty extends only to Hardware purchased from Autobrain or an Autobrain Authorized Reseller. This limited warranty does not apply to: (i) cosmetic damage, such as scratches, nicks and dents; (ii) consumable parts, such as batteries, unless Hardware damage has occurred due to a defect in materials or workmanship of the Hardware; (iii) damage caused by abnormal physical or electrical stress, negligence, accident, abuse, misuse, water, flood, fire, or other acts of nature or

external causes; (iv) damage caused by service or repair performed by anyone who is not an authorized service provider of Autobrain; (v) damage to Hardware that has been modified or altered without the written permission of Autobrain; (vi) Hardware that has not been installed, operated, or maintained in accordance with instructions supplied by Autobrain and the Autobrain Terms of Use or (vii) Hardware that was supplied or licensed for beta, evaluation, testing or demonstration purposes for which Autobrain does not charge a purchase price or license fee. In addition, Autobrain reserves the right to refuse warranty claims for Hardware that is obtained and/or used in contravention of the laws of any country.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SOFTWARE AND SERVICES PROVIDED BY AUTOBRAIN WITH THE HARDWARE, WHETHER FACTORY LOADED ON THE HARDWARE OR OTHERWISE DOWNLOADABLE, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the foregoing, Autobrain does not warrant that the operation of the Hardware, Software or Service (as those terms are defined in the Autobrain Terms of Use will be uninterrupted or error free, or that use of the Hardware, Software or Services will result in any gas savings or efficiencies. Also, Autobrain does not warrant that the Hardware, Software or Service, or any equipment, system or network on which the Hardware, Software or Service are used will be free of vulnerability to intrusion or attack.

This limited warranty does not guarantee any continued availability of any third party's service on which the Hardware's use or operation may depend.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE WARRANTY PERIOD. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE OR NON-INFRINGEMENT, ARE DISCLAIMED.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AUTOBRAIN BE LIABLE FOR ANY LOST OR DAMAGED DATA (INCLUDING, WITHOUT LIMITATION, ANY DATA ERASED BY AUTOBRAIN IN CONNECTION WITH THE REPAIR OR REPLACEMENT OF HARDWARE), LOST REVENUE OR PROFIT, LOSS OF THE ABILITY TO USE ANY THIRD PARTY PRODUCTS, SOFTWARE OR SERVICES, DAMAGE TO THE VEHICLE TO WHICH YOU CONNECT THE HARDWARE, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), ARISING OUT OF OR RELATED TO

THE USE OF OR INABILITY TO USE THE HARDWARE, SOFTWARE OR ANY SERVICES PROVIDED IN RESPECT OF SUCH HARDWARE, SOFTWARE OR SERVICE, EVEN IF AUTOBRAIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN PARTICULAR, ALTHOUGH AUTOBRAIN ENDEAVORS TO ENSURE SUCCESSFUL DETECTION OF CRASHES, AUTOBRAIN DOES NOT GUARANTEE THAT THE HARDWARE WILL DETECT OR REPORT ALL VEHICLE CRASHES OR THAT EMERGENCY ASSISTANCE WILL BE PROVIDED IN THE EVENT OF ANY CRASH. AUTOBRAIN IS NOT LIABLE FOR THE ACTIONS OR INACTIONS OF ANY EMERGENCY RESPONDERS OR OTHER SERVICE PROVIDERS AUTOBRAIN CONTACTS ON YOUR BEHALF OR FOR AUTOBRAIN'S INABILITY TO CONTACT ANY EMERGENCY RESPONDER OR OTHER SERVICE PROVIDER IN ANY PARTICULAR SITUATION. THE HARDWARE IS EXCLUSIVELY FOR USE WITHIN THE U.S., AND AUTOBRAIN IS NOT LIABLE FOR ANY USE OUTSIDE OF THE U.S. FURTHER, AUTOBRAIN DOES NOT GUARANTEE THAT VEHICLE ERROR DETECTION WILL BE ACCURATE OR ERROR-FREE AND YOU SHOULD ALWAYS OBTAIN PROFESSIONAL ASSISTANCE FROM A VEHICLE SPECIALIST FOR REGULAR SERVICE, AS WELL AS FOR DIAGNOSIS OF ANY PROBLEMS WITH YOUR VEHICLE, AND TO MAKE TIMELY AND APPROPRIATE REPAIRS. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AUTOBRAIN'S LIABILITY EXCEED THE AMOUNT PAID BY YOU FOR THE HARDWARE. IF YOU LIVE IN THE EUROPEAN UNION, REFERENCES IN THIS SECTION TO "SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL LOSSES" SHALL MEAN ANY LOSSES WHICH (i) WERE NOT REASONABLY FORESEEABLE BY BOTH PARTIES, AND/OR (ii) WERE KNOWN TO YOU BUT NOT TO AUTOBRAIN AND/OR (iii) WERE REASONABLY FORESEEABLE BY BOTH PARTIES BUT COULD HAVE BEEN PREVENTED BY YOU, INCLUDING WITHOUT LIMITATION LOSSES CAUSED BY VIRUSES, TROJANS OR OTHER MALICIOUS PROGRAMS, OR LOSS OF OR DAMAGE TO YOUR DATA. The foregoing limitations will apply even if any warranty or remedy provided under this limited warranty fails of its essential purpose.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

No Autobrain employee, agent or reseller is authorized to make any verbal or written modification, extension or addition to this limited warranty, and Autobrain expressly disclaims any such change to this limited warranty. If any portion of this limited warranty is found to be void or unenforceable, its remaining provisions shall remain in full force and effect.

How to Submit a Warranty Claim

To obtain warranty service, contact support@autobrain.com write us at Autobrain LLC, 1900 Glades Rd, Suite 500-01, Boca Raton, FL 33431 and we will provide instructions on submitting your claim. You will be responsible for securely packaging the Hardware and including the requested information, such as account verification information. You are also responsible for all shipping and handling charges, in addition to any applicable customs duties, VAT or other associated taxes or charges when returning the Hardware. Hardware for which Autobrain cannot reproduce the claimed defect or for which your purchase cannot be verified will be rejected.

Defective Hardware covered by this limited warranty will be repaired or replaced and returned to you without charge or if elected by Autobrain, the purchase price will be refunded to you. Autobrain does not ship replacement Hardware to locations outside the country in which the original Hardware was purchased. Repairs or replacements not covered by this limited warranty will be subject to charge at Autobrain's then-current rates.

Please contact Autobrain at support@autobrain.com more information.