

DATALOCKER WARRANTY

LIMITED DEVICE WARRANTY. DataLocker warrants our products to be free of any defects in materials or workmanship that would prevent the DataLocker products from performing to the published hardware specifications according to the DataLocker Warranty Schedule below from the date of purchase.

DataLocker Warranty Schedule

- DataLocker DL4 FE Series Hard Drives – 3 Years
- DataLocker DL2 Series Hard Drives – 2 Years
- DataLocker DL3 / FE Series Hard Drives – 3 Years
- DataLocker DL3 FE-G Series Hard Drive – 5 Years
- DataLocker H100 and H200 Series Hard Drives – 2 Years
- DataLocker H300 / H350 Series Hard Drives – 5 Years
- EncryptDisc Optical Media – 1 Year
- Sentry K300/ K350 Flash Drive – 3 Years
- Sentry ONE Flash Drives – 5 Years
- Sentry 3 FIPS Flash Drive – 2 Years
- SafeStick Encrypted Flash Drive – 2 Years
- Alpha Cam W – 1 Year
- Alpha Cam W-G – 3 Years
- AlphaTalk – 3 Years
- AlphaTalk Push-To-Talk (3.5mm) – 3 Years
- AlphaTalk Push-To-Talk Quick-Disconnect (USB) – 3 Years
- PQI – 3 Years

If any DataLocker Device Product fails to so conform or proves to have any such defects during said Warranty Period, DataLocker, at its option, will provide a new or refurbished DataLocker Product at no charge to you. The foregoing warranty

- applies only to the original user with proof of purchase. DataLocker offers limited warranty for DataLocker products only if they were purchased from an authorized distributor or authorized reseller. Distributors may sell products to resellers who then sell products to consumers. DL products that are purchased outside of DL authorized distributors or resellers are not entitled to DL warranty service.
 1. No warranty service is given if the product is not returned to an authorized return center in the region where the product was first shipped by DL, which may have regionally specific warranty implications.
- will not apply to DataLocker Products that have been damaged as a result of negligent handling, modification, disassembly or misuse.
 2. DataLocker reserves the right to refuse repair on any products that have been tampered with, used improperly, or are damaged by causes external to the

products, including (without limitation) shipping damage, power failure, fire, or accident or catastrophe of any nature.

- does not include products that are purchased as components integrated within a system by a system manufacturer.
- does not apply to the loss or destruction of your data.
- does not apply to damage caused to the screen of a device during use or as a result of negligent handling.
- does not apply if Self Destruct, Silver Bullet, Remote Kill or Brute Force password protection or any other device disabling security protocols are initiated either intentionally or by accident.

DataLocker's products are not warranted to operate without failure. DataLocker products should only be incorporated in systems designed with appropriate redundancy, fault tolerance or back-up features. Accordingly, DataLocker does not recommend the use of DataLocker products in life support systems or other applications where failure could cause injury or loss of life. Therefore, if you decide to use DataLocker products in life support applications you assume all risk of such use and indemnify DataLocker, DataLocker employees, DataLocker investors against all potential damages and liabilities.

For sales in Australia – Limited Warranty. If the DataLocker Product is purchased for use in Australia and if the Australian Consumer Law applies, then DataLocker offers a Limited Warranty against defects for the Warranty Period stated above. The DataLocker Product will be replaced or refunded at our option. DataLocker will not be liable for any loss of data or other special, incidental, consequential damages or any costs associated with determining the source of system problems. Further details at datalocker.com or contact us at returns@DataLocker.com.

Your benefits under this warranty are in addition to your other rights and remedies under a law in relation to this product. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

LIMITATION OF OUR WARRANTY. EXCEPT AS EXPLICITLY SET FORTH ABOVE, THE DATALOCKER PRODUCTS ARE PROVIDED "AS-IS" AND DATALOCKER MAKES AND YOU RECEIVE NO WARRANTY (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE DATALOCKER PRODUCTS. DATALOCKER EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. YOU UNDERSTAND AND ACKNOWLEDGE THAT, EXCEPT AS EXPLICITLY SET FORTH ABOVE, DATALOCKER DOES NOT WARRANT THAT THE DATALOCKER PRODUCTS WILL MEET YOUR REQUIREMENTS, OR THAT OPERATION OF THE DATALOCKER PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DATALOCKER, ITS EMPLOYEES, DISTRIBUTORS, DEALERS OR AGENTS SHALL CREATE ANY WARRANTY OF ANY KIND. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE EXPRESS WARRANTY. THIS WARRANTY GIVES YOU

SPECIFIC LEGAL RIGHTS. LIMITATION ON INTERNATIONAL USE. DATALOCKER DOES NOT MAKE ANY REPRESENTATION THAT ANY CONTENT OR USE OF THE DATALOCKER PRODUCTS ARE APPROPRIATE OR AVAILABLE FOR USE IN LOCATIONS OUTSIDE OF THE UNITED STATES OR WHERE IT IS ILLEGAL OR PROHIBITED BY LAW.

This warranty will also be governed by the terms and conditions found at <http://datalocker.com/salesagreement>.

Legal Disclaimer

DataLocker makes every effort to ensure the accuracy of information provided by the DataLocker Warranty Schedule but cannot guarantee accuracy. The warranty card (if any) accompanying the DataLocker products, plus the DataLocker Warranty Schedule set forth DataLocker warranty obligations with respect to the hardware. All DataLocker warranties are subject to and provided only on the terms and conditions set out in the sections above.

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