

MegaVoice Ltd - Limited Warranty

MegaVoice Ltd. (“MEGAVOICE”) warrants that the retail hardware product herein (“PRODUCT”) is free of material defects in materials and workmanship that result in PRODUCT failure during normal usage, according to the following terms and conditions:

1. This limited warranty (“WARRANTY”) extends only to the original end-user purchaser and holder of this WARRANTY (“YOU” or “YOUR”) and is not transferable or assignable to any subsequent purchaser.
2. The PRODUCT must have been purchased from an authorized MEGAVOICE agent, or distributor, as new, and YOU must provide proof of purchase of said PRODUCT by making available a dated itemized receipt, or invoice, (“PROOF OF PURCHASE”) to be eligible for this WARRANTY.
3. It is YOUR responsibility to return the defective MEGAVOICE PRODUCT to the organization that provided it to YOU (“PROVIDER”) together with a clear description of any alleged defect(s).
4. During the WARRANTY period (as defined below), MEGAVOICE will, at its sole discretion, repair or replace any defective parts or any parts that will not properly operate for their intended purpose, with new or refurbished parts if such repair or replacement is needed.
 - a) The WARRANTY for the PRODUCT extends for **one (1) year** from the date as determined by PROOF OF PURCHASE (“WARRANTY PERIOD”). The WARRANTY PERIOD will be extended by each whole day that the PRODUCT is out of YOUR possession for repair under this WARRANTY.
 - b) MEGAVOICE will pay for the labor charges incurred by MEGAVOICE in repairing or replacing the defective parts during the WARRANTY PERIOD.
 - c) YOU will not have to pay for any such replacement parts.
 - d) MEGAVOICE also warrants that the repaired or replaced parts will be free from defects in material and workmanship for a period of ninety (90) days from the date of repair or replacement, or for the remainder of the WARRANTY PERIOD, whichever is greater.
5. MEGAVOICE does not warrant uninterrupted or error-free operation of the PRODUCT. MEGAVOICE is not under any obligation to support the PRODUCT for all operating environments, including but not limited to, interoperability with all existing and/or future versions of software or hardware.
6. If a problem develops during the WARRANTY PERIOD, please contact YOUR PROVIDER for instructions on where to send YOUR PRODUCT.
 - a) The PROVIDER must provide to MEGAVOICE PROOF OF PURCHASE of the PRODUCT.
 - b) YOU will bear the cost of shipping the PRODUCT to your PROVIDER (or to MEGAVOICE, per the instructions of the PROVIDER). MEGAVOICE will bear the cost of shipping the PRODUCT back to YOU after completing the WARRANTY service.
 - c) YOU should only return the defective item(s). MEGAVOICE will not be responsible for other products or accessories returned together with the defective item.

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7. The WARRANTY does not apply to the following:

- a) Damage caused by normal wear and tear, abnormal use or conditions, misuse, neglect, abuse, accident, improper handling or storage, exposure to moisture, unauthorized modifications, alterations, or repairs, improper use of any electrical source, undue physical or electrical stress, operator error, non-compliance with PRODUCT instructions or other acts which are not the fault of MegaVoice, including damage or loss during shipment.
- b) Damage from external causes such as floods, storms, fires, sand, dirt, earthquakes, an Act of God, weather, moisture, heat, corrosive environments, electrical surges, battery leakage or theft.
- c) Damage to either the MEGAVOICE PRODUCT or to any foreign device or media caused by connecting the MEGAVOICE PRODUCT to any foreign device or media not specifically approved and recommended by MEGAVOICE technical support.
- d) Any PRODUCT that has had its serial number altered, defaced or removed.
- e) Any defect occurring after the expiration of the WARRANTY PERIOD or where MEGAVOICE was not advised in writing of an alleged defect or malfunction within seven (7) days after the expiration of the WARRANTY PERIOD.

8. MEGAVOICE's limit of liability under the WARRANTY is the actual cash value of the PRODUCT at the time YOU return the PRODUCT for repair (e.g., the purchase price of the PRODUCT less a reasonable amount for usage). MEGAVOICE will not be liable for any other losses or damages. These remedies are YOUR exclusive remedies for breach of WARRANTY. Any action or lawsuit for breach of WARRANTY must be commenced within eighteen (18) months following the purchase of the PRODUCT.

9. The foregoing WARRANTY is YOUR sole and exclusive remedy and is in lieu of all other warranties, expressed or implied. To the extent permitted by applicable law, MEGAVOICE hereby disclaims the applicability of any implied warranty of merchantability, fitness for a particular purpose or use for the PRODUCT. If such a disclaimer is prohibited by applicable law, the implied warranty is limited to the duration of the foregoing limited written WARRANTY.

10. MEGAVOICE will not be liable for any indirect, incidental, special, punitive or consequential damages, or damages, including but not limited to any lost profits, savings, data, or usability, any third party claims, and any injury to property or bodily injury (including death) to any person, arising from or relating to the use of this PRODUCT, or arising from breach of the WARRANTY, breach of contract, negligence, tort, or strict liability, even if MEGAVOICE has been advised of the possibility of such damages.

11. This WARRANTY gives YOU specific legal rights. YOU may also have other rights, which vary from state to state and country to country. Some states and countries 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 or exclusions may not apply to YOU. This is the entire WARRANTY between YOU and MEGAVOICE and supersedes all prior and contemporaneous agreements or understandings, oral or written, relating to the PRODUCT, and no representation, promise or condition not contained herein will modify the afore-mentioned stated terms.