

VisioLogix “No-Fault” Accidental Damage Protection-Terms & Conditions

TERMS AND CONDITIONS FOR “NO-FAULT” ACCIDENTAL DAMAGE PROTECTION PROVIDED BY VisioLogix

Always visit VisioLogix website for the latest changes to the Terms & Conditions

<http://www.visiologix.com/no-fault-accidental-damage-protection>

FEATURES	NF-ADP DELIVERY SPECIFICATIONS
Key Features	<ul style="list-style-type: none"> • Coverage includes parts and labor • Available as extension to the NBD and 24x7 Warranty • Standard NBD and 24x7 Hours Coverage • Remote problem diagnosis and Support • One (1) Claims per Year. Any additional replacements done, can be charged \$195 per camera
Service Levels	<ul style="list-style-type: none"> • Spare in the air (SITA) next business day delivery
Definitions	<ul style="list-style-type: none"> • Accidental damage defined as physical damage to the product caused by or resulting from an unexpected incident that renders the unit inoperable
Coverage	<ul style="list-style-type: none"> • Coverage applies to unintentional spills in or on the unit, drops, fall and electrical surge. This includes damaged or broken LCD or parts • Cosmetic damage not covered • Does not cover theft, lost, damage causes by intentional acts of damage, fire, malice destruction or other exclusions defined by VisioLogix. • Does not cover broken camera if they are in pieces.
Customer Benefits	<ul style="list-style-type: none"> • Enhanced protection for hardware • Minimizes unplanned out of pocket repair costs • Reduces downtime and enhanced productivity

1. Introduction

The **VisioLogix No-Fault Accidental Damage Protection** (NF-ADP) provides coverage as provided in this document for a ***period of one year*** from the date purchase of the new BWC by the end customer i.e. you.

The VisioLogix BWC must:

- be purchased from a dealer in the USA.
- at the time of purchase be covered by VisioLogix’s original warranty valid in USA.

2. Terms & Conditions

A. **Coverage** – VisioLogix agrees to repair or replace Equipment (i.e. body worn cameras) covered under this “No-Fault” Accidental Damage Protection from any damage during the Period of Coverage caused by:

1. accidental damage to the body worn camera (BWC) due to unintentional drop
2. power surge – Physical damage caused by any power surge
3. accidental liquid spill in/on BWC

subject to the terms and exclusions, mentioned herein below.

B. Period of Coverage

The VisioLogix Accidental Damage Protection is non-transferable and only valid for a period of 1 year from the date of warranty purchase for the eligible BWC.

C. Limit of Liability

1. VisioLogix Accidental Damage protection service is available for personal and commercial usage of BWC.
2. VisioLogix’s liability shall be limited to repairing or replacing the damaged item as stated in the following paragraphs. VisioLogix’s liability is limited in the aggregate to the total purchase price of the BWC as

evidenced in a valid Sales/Purchase invoice. VisioLogix has no liability whatsoever for indirect, consequential or incidental damages under contract or tort or claims of loss of data, revenue or profits.

3. Upon a claim being assessed by VisioLogix as genuine and covered under NF-ADP, VisioLogix may at its discretion decide to repair or replace the damaged item with items similar or equivalent to the original purchased item.
4. The repair and/or replacement of part(s), component(s) or Equipment, due to events covered under section A shall be performed by VisioLogix provided the aggregate of claims do not exceed the purchase price of the Equipment and the customer adheres to the terms and conditions of this NF-ADP document.
5. Notwithstanding anything to the contrary, this No-Fault Accidental Damage Protection will *automatically terminate* on the date that Your Equipment is replaced with equivalent BWC due to a damage being assessed as non-repairable and treated as total loss by VisioLogix.
6. If we repair the eligible Equipment, you understand and agree that we may replace original parts with new parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. At our discretion, we may designate an affiliated company or contract with a third party to complete repairs on the Equipment. However, VisioLogix is the only party obligated to provide service under this Agreement.
7. If we decide that it is necessary to replace the Equipment rather than repair it, you will receive a Equipment equivalent to the Equipment you originally purchased from us, as determined by us in our sole and reasonable discretion. To receive repair or replacement of an Equipment, you must return the damaged Equipment to us in its entirety, no exception. The NF-ADP facility of repair or replacement cannot be availed without the original damaged Equipment being provided to VisioLogix. In case of replacement being offered by VisioLogix, the original replaced BWC will be VisioLogix's property.
8. Equipment/Parts Included/External Components not Excluded - Parts of the BWC including the central processing unit, main board, internal memory, docking base, lens, rubber flap, internal storage card, LCD Display, buttons, chassis (or casing) and docking connectors are qualified and covered under NF-ADP. Consumable items like removable media, and similar supplies are not covered, except in cases where the Equipment is declared as total loss by VisioLogix.
9. Peripheral devices, such as docking stations, clips, camera bracket, carry cases, docking base, and other BWC components not internal to the Equipment are not covered.
10. This Protection is for hardware only. VisioLogix No Fault Accidental Damage Protection Service does not cover any damage (including without limitation virus-inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Equipment. We will exercise reasonable efforts at your cost to, but do not guarantee that we will repair or replace factory installation items that may otherwise be excluded components.
11. You are solely responsible for all data stored on the Equipment. We do not provide you any data recovery services under this Agreement. Neither will VisioLogix be responsible for any confidential data on the damaged unit, which must be returned to VisioLogix at all times. However, if storage card replacement is necessary, we will reload, at no charge to you, the then-current version of the firmware and configuration software you originally purchased from us, including any installed custom factory integration applications. We do not, however, represent or warrant that any installed custom factory integration will be compatible with the replacement Equipment.
12. VisioLogix reserves the absolute right to determine whether the damage is within or beyond economic repair. Any decision made by VisioLogix is final and the purchaser shall have no further rights to contest the decision or make claims against VisioLogix.
13. VisioLogix does NOT provide cash settlement.
14. VisioLogix Service Centre, its Authorized Service Centre and Authorized Dealers reserve the right to request proof of purchase (e.g. a paid and dated purchase invoice) showing model and serial number before processing a service claim under the NF-ADP Service offered herein.
15. All Equipment and components replaced by VisioLogix shall become VisioLogix's property.
16. Claim which is fraudulent in any respect, any false declaration made or used in support thereof or if any fraudulent means or devices are used by the customer or anyone acting on the customer's behalf to obtain any benefits under the NF-ADP coverage or if any loss or damage be occasioned by the customer's gross negligence, willful act or with connivance, all benefits under this service shall be forfeited with immediate effect.
17. VisioLogix or its VisioLogix Service Centre will be liable for only the physical loss or damage of the Equipment arising from the events covered under Section 2A read along with the exclusions and

conditions. VisioLogix shall not be liable for indirect/consequential loss or liability of any kind or description.

- 18. If the claim is not covered under this plan, the costs of repair or replacement will be borne by you (the purchaser). However, VisioLogix will seek your approval before commencing the repair or replacement.
- 19. The costs of dismantling of the Equipment will be covered under NF-ADP in case of a valid claim. However, if upon dismantling it should be found that the damage is not within the scope of Section 2A read along with the exclusions and conditions, then the cost of dismantling must be borne by the End User.

D. Claims

- 1. In no case shall VisioLogix be liable for any loss or damage not notified to the VisioLogix Service Centre within a reasonable amount of time after the event.
- 2. When making service claims under the VisioLogix Accidental Damage Protection, the following documents must be provided to the VisioLogix Service Centre:
Documents to be submitted for different types of claims

Perils	Hardware Receipt / Proof of Purchase
Accidental Damage, Power Surge, Liquid spilled in/out	<input checked="" type="checkbox"/>

Notice of Claims

In the event of any damage which might give rise to a claim under this Agreement you shall:

- Notify VisioLogix as soon as possible;
- Take all reasonable steps to minimize the extent of any damage;
- Preserve damaged parts and make them available for inspection by VisioLogix;
- Provide all information and documentary evidence with respect to the claim as VisioLogix may reasonably require.
- Upon notification of a claim being given, you must give VisioLogix an opportunity to inspect the loss or damage before any repairs or alternations are affected.

Precautions to prevent loss

You shall at your own expense take all reasonable precautions to prevent damage and to comply with statutory requirements and manufacturers recommendations relating to the safeguarding and operation of the Equipment.

E. Exclusions:

- 1. This NF-ADP does not cover and VisioLogix will not be liable for claims arising from:
- 2. Damage caused by any process of, repairing, dyeing, bleaching or deterioration arising from wear and tear, moth, vermin, pet animals, insects or any other gradually operating cause
- 3. Loss or damage to the Equipment covered under the standard warranty for the Equipment
- 4. Mechanical or Electrical derangement/breakdown not being attributable to Section 2 A
- 5. Any Contractual liability arising out of any contract which imposes on you a liability which you would not otherwise have been under
- 6. Any loss or damage arising through delay, detention or confiscation by Customs or other governmental authorities.
- 7. Criminal Breach of Trust

8. Consequential/indirect loss of any kind
9. Any theft howsoever caused including one consequent upon actual forcible and violent entry/exit or any attempt thereat
10. Willful Act caused by the deliberate action of the purchaser or any person acting with your knowledge or consent; abscondment
11. Shortage discovered at the time of stocktaking or inventory check
12. Arising during or in consequence of:
 - a. Fire
 - b. Lightning
 - c. earthquake, volcanic eruption and subterranean fire
 - d. hailstone, storm, tempest or other act of God or atmospheric conditions
 - e. landslide
 - f. Riot Strike or Malicious Damage
 - g. Terrorism
 - h. Any theft howsoever caused including one consequent upon actual forcible and violent entry/exit or any attempt there at
 - i. Hold Up/Armed Robbery
13. Loss or damage or consequential loss directly or indirectly caused by, consisting of, or arising from:
 - a. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,
 - b. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.
 - c. Cheating
14. Loss or Damage of any kind whilst the Equipment is in the possession of a commercial carrier and in-transit including but not limited to during the course of transit via postal, courier service
15. Any damage to the Equipment that is cosmetic only and does not affect Equipment functionality. Wear and tear on the Equipment and other superficial items such as scratches and dents that do not materially impair use of the Equipment.
16. Any Equipment that anyone other than VisioLogix authorized service partner or a person we designate has tried to repair.
17. Accidental damage where damaged Equipment could not be traced e.g., Equipment drop into the sea, river or drain.
18. War, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, civil commotion, confiscation, commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political organization, requisition or destruction or damage by order of any Government or by any public, municipal or local authority
19. Nuclear reaction, nuclear radiation or radioactive contamination.
20. Loss or damage caused by your gross negligence to use all reasonable means for the safeguarding of the BWC.
21. Loss, destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

F. Others

VisioLogix reserves the right to reject any application if the end customer i.e. you, supply misleading, incomplete information or makes any misrepresentation.

1. If any of the term(s) herein is held by any competent authority to be invalid, such term(s) shall be severed whilst all remaining terms shall remain valid.
2. VisioLogix reserves the final decision in the event of a dispute.
3. VisioLogix reserves the right to change the terms and conditions without prior notice.
4. At the discretion of VisioLogix, service will be provided using a combination of remote diagnosis and support, services delivered onsite, and other service delivery methods. Other service delivery methods may include delivery via a courier of customer-replaceable parts or whole unit replacement. VisioLogix will determine the appropriate delivery method required to provide effective and timely Customer support.