

Limited Warranty

LIMITED ONE (1) YEAR WARRANTY - VISUAL LAND TABLET

HOW CONSUMER LAW RELATES TO THIS WARRANTY

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR BY COUNTRY OR PROVINCE). OTHER THAN AS PERMITTED BY LAW, VISUAL LAND DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR COUNTRY, PROVINCE OR STATE.

WARRANTY LIMITATIONS SUBJECT TO CONSUMER LAW

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. VISUAL LAND 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, VISUAL LAND LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT VISUAL LAND'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

WHAT IS COVERED BY THIS WARRANTY?

Visual Land warrants the Visual Land-branded hardware product and accessories contained in the original packaging ("Visual Land Product") against defects in materials and workmanship when used normally in accordance with Visual Land's published guidelines for a period of ONE (1) YEAR from the date of original retail purchase by the end-user purchaser ("Warranty Period"). Visual Land's published guidelines include but are not limited to information contained in technical specifications, user manuals and service communications.

WHAT IS NOT COVERED BY THIS WARRANTY?

This Warranty does not apply to any non-Visual Land branded hardware products or any software, even if packaged or sold with Visual Land hardware. Manufacturers, suppliers, or publishers, other than Visual Land, may provide their own warranties to you – please contact them for further information. Software distributed by Visual Land with or without the Visual Land brand (including, but not limited to system software) is not covered by this Warranty. Please refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Visual Land does not warrant that the operation of the Visual Land Product will be uninterrupted or error-free. Visual Land is not responsible for damage arising from failure to follow instructions relating to the Visual Land Product's use.

This Warranty does not apply: (a) to consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with another product; (d) to damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external cause; (e) to damage caused by operating the Visual Land Product outside Visual Land's published guidelines; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Visual Land; (g) to a Visual Land Product that has been modified to alter functionality or capability without the written permission of Visual Land; (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the Visual Land Product, or (i) if any serial number has been removed or defaced from the Visual Land Product.

YOUR RESPONSIBILITIES

YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE INFORMATION CONTAINED ON THE VISUAL LAND PRODUCT STORAGE MEDIA TO PROTECT THE CONTENTS AND AS A PRECAUTION AGAINST POSSIBLE OPERATIONAL FAILURES.

Before receiving warranty service, Visual Land or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow Visual Land's procedures for obtaining warranty service. Before submitting your Visual Land Product for warranty service you should maintain a separate backup copy of the contents of its storage media, remove all personal information that you want to protect and disable

DURING WARRANTY SERVICE THE CONTENTS OF THE STORAGE MEDIA WILL BE DELETED AND REFORMATTED. VISUAL LAND AND ITS AGENTS ARE NOT RESPONSIBLE FOR ANY LOSS OF SOFTWARE PROGRAMS, DATA OR OTHER INFORMATION CONTAINED ON THE STORAGE MEDIA OR ANY OTHER PART OF THE VISUAL LAND PRODUCT SERVICED.

Following warranty service your Visual Land Product or a replacement device will be returned to you as your Visual Land Product was configured when originally purchased, subject to applicable updates. Visual Land may install system software updates as part of warranty service that will prevent the Visual Land Product from reverting to an earlier version of the system software. Third party applications installed on the Visual Land Product may not be compatible or work with the Visual Land Product as a result of the system software update. You will be responsible for reinstalling all other software programs, data and information. Recovery and reinstallation of other software programs, data and information are not covered under this Warranty.

Important: Do not open the Visual Land Product. Opening the Visual Land Product may cause damage that is not covered by this Warranty. Only Visual Land should perform service on this Visual Land Product.

WHAT WILL VISUAL LAND DO IN THE EVENT THE WARRANTY IS BREACHED?

If during the Warranty Period you submit a valid claim to Visual Land, Visual Land will, at its option, (i) repair the Visual Land Product using new or previously used parts that are equivalent to new in performance and reliability or (ii) replace the Visual Land Product with a device that is at least functionally equivalent to the Visual Land Product and is formed from new and/or previously used parts that are equivalent to new in performance and reliability.

HOW TO OBTAIN WARRANTY SERVICE?

Please access and review the online help resources at www.visual-land.com before seeking warranty service. If the Visual Land Product is still not functioning properly after making use of these resources, please contact a Visual Land representative using the information provided below. A Visual Land representative will help determine whether your Visual Land Product requires service and, if it does, will inform you how Visual Land will provide it. When contacting Visual Land via telephone, other charges may apply depending on your location.

WARRANTY SERVICE OPTIONS

Contact Visual Land either through our Live Chat system or contact form at www.visual-land.com, through e-mail at VL_Support@visual-land.com or by phone at (562) 860-2669, Monday through Friday, 8 a.m. to 5 p.m. (PST). A Visual Land representative will determine if your product requires service. If so, Visual Land will provide the following mail-in warranty service: Visual Land will send you instructions on how to package the product for shipment and the location to send the product. Shipment of the product to Visual Land will be at your expense. Once service is complete, Visual Land will return the Visual Land Product to you at Visual Land's expense.

Visual Land reserves the right to change the method by which Visual Land may provide warranty service to you, and your Visual Land Product's eligibility to receive a particular method of service. Service options, parts availability and response times may vary.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, VISUAL LAND IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE VISUAL LAND PRODUCT OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED ON THE VISUAL LAND PRODUCT.

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. VISUAL LAND DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY VISUAL LAND DEVICE UNDER THIS WARRANTY OR REPLACE THE VISUAL LAND PRODUCT WITHOUT RISK TO OR LOSS OF INFORMATION STORED IN THE VISUAL LAND PRODUCT.

SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

No Visual Land reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This Warranty is governed by and construed under the laws of the State (Province or Country) in which the Visual Land Product purchase took place. Visual Land or its successor in title is the warrantor under this Warranty.