

APOGEE

Assure



Premium Service Plan

Terms and Conditions

Your Apogee Assure Premium Service Plan is governed by these Terms and Conditions and constitutes your contract with Apogee Electronics Inc. (“Apogee”) as described in Section 9 General Terms; and is subject to these Terms and Conditions. Your Plan:

- i. Covers defects for the Apogee branded product listed with your authorization code and the accessories that are contained in the product(s) original packaging (“Covered Product”).
- ii. Provides you with Premium access to “Fast-Track” telephone support, email and web-based support resources for the Covered Product.
- iii. Must be registered as described in the instructions included in the Plan’s packaging. Registration is complete when you receive a Registration Confirmation email.
- iv. Duration (“Coverage Period”) is in effect for the period ending on the date specified in your Plan Confirmation. The price of the Plan is listed on the Plan’s original sales receipt.
- v. Is offered to and valid for residents of the USA and the District of Columbia only. If you are a US resident and relocate and/or visit outside the US, the plan does not cover costs for international shipping, import duties, VAT payments or any custom expenses to and from a location outside the 50 United States and the District of Columbia.

1. Repair Coverage

- a. Scope of Coverage. Your Premium Services terminates at the end of the Coverage Period as noted on the Registration Confirmation email. Apogee will provide service for both parts and labor. Apogee may provide replacement product or parts that are new or refurbished by Apogee. All replacement parts and products are equivalent to new in performance, quality and reliability. The replacement product or parts will assume the remaining Coverage Period under the Plan. The products or parts that are replaced become Apogee's property. The scope of support provided to you will vary according to the Plan and product you purchased.
- b. Apogee Assure Premium Services covers the Covered Product as identified by its registered serial number only. If during the Coverage Period there is a defect in the materials or workmanship of the Covered Product, Apogee will at its option, repair or replace the affected item. The replacement product and its serial number will then assume the remaining Coverage Period under the Plan.
- c. Limitations. The Plan does **not** cover:
 - i. Installation of the Covered Product, or installation or maintenance of non-Covered Product (including accessories, attachments, or other devices such as an external compressor) or electrical service external to the Covered Product;
 - ii. Damage to the Covered Product caused by accident, abuse, neglect, misuse (including faulty installation, repair, or maintenance by anyone other than Apogee or an Apogee Authorized Service Provider), unauthorized modification, extreme environment (including extreme temperature or humidity or exposure-submersion in water), extreme physical or electrical stress or interference, fluctuation or surges of electrical power, lightning, static electricity, fire, acts of God or other external causes;
 - iii. Covered Product with a serial number that has been altered, defaced or removed;
 - iv. Problems caused by a device that is not the Covered Product, including Product that is not Apogee-branded, whether or not purchased at the same time as the Covered Product;
 - v. Service necessary to comply with the regulations of any government body or agency arising after the date of this Plan;
 - vi. The provision for a replacement Product during the period when the Covered Product is being repaired;
 - vii. Covered Product that has been lost or stolen;
 - viii. This Plan only covers Covered Product that is returned to Apogee in its entirety;
 - ix. Cosmetic damage to the Covered Product including but not limited to scratches, dents and broken plastic on ports;
 - x. Consumable parts, such as batteries;
 - xi. Preventative maintenance on the Covered Product.

2. Service Options

- a. First, Contact Apogee Technical Support. Only our support team can authorize a return and issue you an RMA (Return Merchandise Authorization) number. Apogee will **ONLY** accept for service and provide service to Apogee products with an RMA number clearly written on the return shipping box. Once you receive an email from Apogee with RMA instructions, your RMA is complete and ready to be shipped to us. (Please see below paragraph 5, “Your Responsibilities”) Service will be performed through one or more of the following options:
 - i. Carry-in service is available for most Covered Products. You **MUST** have a completed RMA in order to receive service. Return the Covered Product requiring service, with RMA, to Apogee Electronics Corp, 1715 Berkeley St Santa Monica CA 90404. Service will be performed at the location. Once you are notified that service is complete, you should promptly notify Apogee when you will retrieve the product.
 - ii. Direct “mail-in service” including but not limited to UPS or FedEx ground is available for Covered Product. If Apogee determines that your Covered Product is eligible for mail-in service, Apogee will assign you an RMA number, send you prepaid shipping label, and you will ship the Covered Product to Apogee’s repair service location in accordance with its instructions. Once service is complete, the Apogee repair service location will return the Covered Product to you. As part of the Apogee Assure Premium Services service, Apogee will pay for “Ground Service” (up to 5 business days in the United States) for shipping to and from your location, if all instructions are followed.

Apogee reserves the right to change the method by which Apogee may provide repair or replacement service to you including use of Apogee approved 3rd party repair facilities. Service options, parts availability and response times may vary according to your location and time of shipment.

3. Obtaining Technical Support or Repair Service

- a. To obtain service under this Plan, access the Apogee website (www.apogeedigital.com/support), email assure@apogeedigital.com, or call the Apogee Assure telephone number listed below. Please provide your Contract Number to receive service. Apogee’s hours of service are Monday - Friday, 9:30 am - 5:30 pm PST. Apogee reserves the right to change its hours of technical service and telephone numbers at any time. Web-based support resources are offered to you at the Apogee website. When accessing the website, follow the instructions for requesting repair service provided by Apogee. If calling, an Apogee technical support representative will answer and request your Contract Number. Advise your technical support representative as to all problems and they will determine what service, if any, might be necessary for the Covered Product. **All service is subject to Apogee’s prior approval.** Time of service may vary due to your location. Keep this Plan document and the original sales receipt for your Covered Product. Proof of purchase may be required if there is any question as to your product’s eligibility for Plan coverage.

4. Technical Support

- a. Telephone and Web Support. Your eligibility for Apogee Assure Fast-Track technical support begins on the date your Covered Product's complimentary technical support expires or the date your Coverage Period begins, whichever is earlier, and terminates at the end of the Coverage Period. During the Coverage Period, Apogee will provide you with access to Apogee Assure Fast-Track telephone technical support and web-based technical support resources. Apogee Assure Fast-Track technical support may include assistance with installation of Apogee hardware and software products, configuration, troubleshooting, and audio signal path.
- b. Apogee will provide technical support for the Apogee Covered Product and connectivity issues between the Apogee Covered Product and a supported computer or iOS device, meaning a computer or iOS device that meets the Apogee Covered Product's connectivity specifications and runs an operating system that is supported by the Apogee Covered Product's most current published specifications and requirements. Apogee will provide support for the then-current version of the Mac-OS or Apple iOS.
- c. Limitations:
 - i. Issues that could be resolved by upgrading Apogee software or firmware to the then current version;
 - ii. Your use of modified or modification of Covered Product(s), Apogee Software and Drivers, Mac OS or iOS in a manner for which the Covered Product(s) or software is not intended to be used or modified;
 - iii. Third-party products or their effects on or interactions with the Covered Product;
 - iv. Damage to, or loss of any software or data recorded by the Covered Product or connected devices.

5. Your Responsibilities

To receive service or support under the Plan, you agree to comply with the following:

- a. Provide your Contract Number and serial number of the Covered Product.
- b. Provide information about the symptoms and potential causes of the problems with the Covered Product.
- c. Respond to requests for information, including but not limited to the Covered Product serial number, model, version of the host operating system and software installed, any peripheral devices connected or installed on the Covered Product or host computer, any error messages displayed, actions taken before and after the Covered Product experienced the issue.

- d. Follow directions from Apogee technical support in order to perform diagnostics.
- e. If instructed by Apogee technical support, update product and/or host computer or device firmware and software to currently published releases prior to requesting to return your product for servicing.
- f. Follow the instructions Apogee gives you, including but not limited to, refraining from sending Covered Products and accessories without an RMA number authorized by Apogee Technical Support.
- g. Carefully follow packing and shipping instructions as detailed by Apogee Technical Support.
- h. Be sure the RMA number is clearly displayed on the outside of the shipping packaging.

6. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APOGEE AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM APOGEE'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF APOGEE AND ITS EMPLOYEES AND AGENTS' LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. FOR CONSUMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, APOGEE'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACE OR REPAIR THE COVERED PRODUCT OR SUPPLY THE SERVICE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

7. Cancellation

You may cancel this Plan at any time for any reason. If you decide to cancel, either call Apogee at the telephone number below, or mail or fax a written notice with your Contract Number to Apogee Assure 1715 Berkeley St. Santa Monica, CA 90404 (fax number 310-584-9385). A copy of the Plan's original proof of purchase must accompany your notice. Unless local law provides otherwise, if you cancel within thirty (30) days of your Plan's purchase, or receipt of these Terms and Conditions, whichever occurs later, you will receive a full refund less the value of any service provided under the Plan. If you cancel more than thirty (30) days after your receipt of this Plan, you will receive a pro rata refund of the original purchase price, based on the percentage of unexpired Coverage Period, less (a) a cancellation fee of twenty-five (\$25 USD) dollars or ten percent (10%) of the pro rata amount, whichever is less, and (b) less the value of any service provided to you under the Plan. Unless applicable local law provides otherwise, Apogee may cancel this Plan if service parts for the Covered Product become unavailable, upon thirty (30) days' prior written notice. If Apogee cancels this Plan, you will receive a pro rata refund for the Plan's unexpired term.

8. Transfer of Plan

Subject to the restrictions set forth below, you as the original purchaser may make a one-time permanent transfer of all rights under the Plan to another party, provided that:

- a. The transfer must include the original Proof of Purchase, the Plan's Certificate and all of the Plan's packaging material, including printed materials and these Terms and Conditions;
- b. You notify Apogee of the transfer of plan by telephone, sending, faxing or e-mailing notice of transfer to Apogee Electronics Inc.,
ATTN: Apogee Assurance Administration, Apogee Electronics Corp at 1715 Berkeley St Santa Monica CA 90404, fax number (310-584-9385) or Assure@apogeedigital.com respectively; and
- c. The party receiving the Plan reads and agrees to accept the Terms and Conditions of the Plan. When notifying Apogee of the transfer of the Plan, you must provide the Contract Number, the serial numbers of the Covered Product being transferred and the name, address, telephone number and email address of the new owner.
- d. Only the original purchaser of the plan may make a one-time permanent transfer of all their rights under the Plan to another party.

9. General Terms

- a. When Apogee support deems a product requires service and issues an RMA (Return Authorization Number), this plan will cover round trip ground shipping only within the 50 United States and the District of Columbia.
- b. Apogee may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.
- c. Apogee is not responsible for any failures or delays in performing under the Plan that are due to events outside Apogee's reasonable control.
- d. You are not required to perform preventative maintenance on the Covered Product to receive service under the Plan.
- e. This Plan is offered and valid only in the fifty states of the United States of America and the District of Columbia. This Plan is not offered to persons who have not reached the age of majority (varies from State to State 18 - 21). This Plan is not available where prohibited by law.
- f. In carrying out its obligations Apogee may, at its discretion and solely for the purposes of monitoring the quality of Apogee's response, record part or all of the calls between you and Apogee.
- g. You agree that any information or data disclosed to Apogee under this Plan is not confidential or proprietary to you. Furthermore, you agree that Apogee may collect and process data on your behalf when it provides service.
- h. In the event Apogee has access to your data, Apogee has security measures which should protect your data against unauthorized access or disclosure as well as unlawful destruction.
- i. The Terms and Conditions of this Plan prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Apogee's entire understanding with respect to the Plan.
- j. Apogee is not obligated to renew this Plan. If Apogee does offer a renewal, it will determine the price and terms.
- k. There is no informal dispute settlement process available under this Plan.
- l. Except where prohibited by law, the laws of the state of California govern the sale of all Plans.
- m. There is no deductible payment due in respect of a claim made under this Plan.

Apogee Assure Technical Support

Monday - Friday, 9:30 am to 5:30 pm PST

Phone: 310-584-9394

Email: assure@apogeedigital.com*

When calling, please request Apogee Assure support and provide your **Contract Number** to the service agent. **All email communication must include your Contract Number.**

*Telephone numbers and hours of operation may vary and are subject to change. You can find the most up-to-date local contact information at <http://www.apogeedigital.com/company/contact.php>



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1715 Berkeley St. Santa Monica, CA 90404, U.S.A. • 310 584 9394
www.apogeedigital.com