

ORCATV LIMITED WARRANTY POLICY

OrcaTV warrants the OrcaTV device (software and hardware) against defects in materials and workmanship under normal use for a period of 12 months from the date of activation ("Warranty Period") if used in accordance with the documentation provided with the device. During the warranty period, if a defect arises with the OrcaTV device, OrcaTV's sole obligation, and your exclusive remedy, will be to either repair or replace (at our option) your unit free of charge for 12 months from the date of activation if the product is defective in workmanship or materials. To obtain service under this Warranty, OrcaTV will verify the date of activation. In the absence of an activation date, the warranty period shall be 12 months from the date of manufacture. In no event shall OrcaTV be liable to replace or repair your unit due to special, incidental, consequential or accidental damages. OrcaTV is not responsible for unit damage caused by accident, misuse, neglect, fire, unauthorized modifications or damage from other external causes, alteration, repair or commercial 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 unless failure has occurred due to a defect in materials or workmanship; (c) to damage caused by use with a third party component or product that does not meet your unit's specifications (OrcaTV Product specifications are available on the unit's package); (d) to damage caused by accident, abuse, misuse, fire, earthquake or other external cause; (e) to damage caused by operating the unit outside published guidelines; (f) to damage caused by service performed by anyone who is not a representative of OrcaTV; (g) to defects caused by normal wear and tear or otherwise due to the normal aging of the unit; (h) if any serial number has been removed or defaced from the unit, or (i) if OrcaTV receives information from relevant public authorities that the unit has been stolen or if you cannot prove in any way that you are the authorized user of the unit.

FREE SHIPPING: This Limited Warranty covers all shipping charges to authorized service centers during the Coverage Term, including shipping to the manufacturer.

NO LEMON POLICY: If Your Product has two (2) service repairs completed for the same problem and a third (3rd) repair is needed for the same problem, within any twelve (12) month period, the Product will be replaced with a comparable product or a cash settlement will be provided.

WHAT TO DO IF A PRODUCT REQUIRES SERVICE: File a claim online at www.theorcatv.com and explain the problem. We will attempt to troubleshoot the problem You are experiencing. If We cannot resolve the problem, We will service Your Product as described in the coverage terms and policy.

LIMIT OF LIABILITY: The total amount that We will pay for repairs or replacement made in connection with this LIMITED WARRANTY will likely exceed Your Purchase Amount. In the event that We make payments for repairs or replacements, which in the aggregate, are equal to or exceed the Purchase Amount, or if We provide a cash settlement reflecting the replacement cost of a new item of like kind, quality and functionality or a replacement product of like kind, quality and functionality, then We have fulfilled our obligations under this LIMITED WARRANTY. WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE.