



## Warranty Policy

**We care about your business** – Every D-TEG system is designed to meet and even exceed your expectations. We are dedicated to providing excellent products that use today's advanced technology. However, electronic products sometimes have technical difficulties. That is why we offer a standard one full year warranty against manufacturer defects on every product we manufacture. We also offer additional warranty packages on most of our products. As with most electronic products, there are some additional factors that are beyond our control and are not covered under a warranty agreement. We highly recommend that you read this warranty policy so that you understand what things are covered under the warranty for your computer. If you have any questions regarding this warranty, please feel free to contact us.

### **LIMITED HARDWARE WARRANTY AND LIABILITY** FOR THE SMARTY Drive Recorder system.

D-TEG warrants to the original purchaser that the SMARTY hardware shall be free from material defects in material and workmanship for a period of one (1) year from the original date of purchase (the "Warranty Period"). If the product is determined to be materially defective during the Warranty Period, your sole remedy and D-TEG's sole and exclusive liability shall be limited to the repair or replacement of this product with a new or refurbished product at D-TEG's option. For purpose of this Limited Hardware Warranty and Liability, "refurbished" means a product that has been returned to its original specifications. Visit [www.D-TEG.us](http://www.D-TEG.us) or call 877-601-9918 for instructions on how to deliver the product, freight prepaid, to an authorized service facility.

THIS WARRANTY SHALL NOT APPLY IF THIS PRODUCT (A) IS USED WITH PRODUCTS THAT ARE NOT COMPATIBLE WITH THIS PRODUCT; (B) IS MODIFIED, OR TAMPERED WITH; (C) IS DAMAGED BY ACTS OF GOD, MISUSE, ABUSE, NEGLIGENCE, ACCIDENT, WEAR AND TEAR, UNREASONABLE USE, OR BY OTHER CAUSES UNRELATED TO DEFECTIVE MATERIALS OR WORKMANSHIP (INCLUDING BUT NOT LIMITED TO WATER DAMAGE, ; (D) HAS HAD THE SERIAL NUMBER ALTERED, DEFACED OR REMOVED; OR (E) HAS HAD THE WARRANTY SEAL ON THE SMARTY SYSTEM ALTERED, DEFACED, OR REMOVED. THIS WARRANTY DOES NOT COVER CONSUMABLES (SUCH AS BATTERIES) OR PRODUCTS SOLD "AS IS" OR WITH ALL FAULTS. THIS WARRANTY SHALL ALSO BE VOIDABLE BY D-TEG IF (1) D-TEG REASONABLY BELIEVES THAT THE SMARTY SYSTEM HAS BEEN USED IN A MANNER THAT WOULD VIOLATE THE TERMS AND CONDITIONS OF A SEPARATE END USER LICENSE AGREEMENT FOR SYSTEM SOFTWARE; OR (2) THE PRODUCT IS USED WITH PRODUCTS NOT SOLD OR LICENSED BY D-TEG. YOU ASSUME ALL RISKS AND LIABILITIES ASSOCIATED WITH USE OF THIRD PARTY PRODUCTS. A VALID PROOF OF PURCHASE IN THE FORM OF A BILL OF SALE OR RECEIPT FROM AN AUTHORIZED RETAILER WITH THE DATE OF THE ORIGINAL PURCHASE MUST BE PRESENTED TO OBTAIN WARRANTY SERVICE. THIS WARRANTY IS PROVIDED TO YOU IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR THE SMARTYHARDWARE, WHICH ARE DISCLAIMED HEREUNDER. HOWEVER, IF SUCH WARRANTIES ARE REQUIRED AS A MATTER OF LAW, THEN THEY ARE LIMITED IN DURATION TO THE WARRANTY PERIOD.

OUR SOLE AND EXCLUSIVE RECOURSE IN THE EVENT OF ANY DISSATISFACTION WITH OR DAMAGE ARISING FROM THE USE OF THE SMARTY HARDWARE AND D-TEG'S MAXIMUM LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE SMARTY SYSTEM. EXCEPT AS EXPRESSLY STATED ABOVE, D-TEG EXCLUDES ALL LIABILITY FOR ANY LOSS OF DATA, LOSS OF PROFIT, OR ANY OTHER LOSS OR DAMAGE SUFFERED BY YOU OR ANY THIRD PARTY, WHETHER SUCH DAMAGES ARE DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL AND HOWEVER ARISING UNDER ANY THEORY OF LAW, AS A RESULT OF USING YOUR SMARTYHARDWARE. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS AND SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province. This warranty is valid only in the United States and Canada.

This warranty does not apply to any system software that is pre-installed in the SMARTY hardware, or is subsequently provided via update or upgrade releases. Such system software is licensed to you under the terms and conditions of a separate end user license agreement.

### **SERVICE POLICY**

You understand and acknowledge that any time D-TEG services your SMARTY system (either within the Warranty Period or under a separate service arrangement), it may become necessary for D-TEG to provide certain services to your SMARTY system to ensure it is functioning properly in accordance with D-TEG guidelines. Such services may include the installation of the latest software or firmware updates, or service or replacement of the SMARTY SD disk or the SMARTY system with a new or refurbished product. You acknowledge and agree that some services may change your current settings, cause a removal of cosmetic stickers or system skins, cause a loss of data or content, or cause some loss of functionality. You should back up your hard disk regularly to prevent loss or alteration of data, although some content cannot be backed up and must be reinstalled by the user. You should also remove any peripherals, non-SMARTY system components, and any content that you consider proprietary, private, or confidential before you send in your SMARTY system for service. D-TEG shall not be liable for damages resulting from your failure to comply with the foregoing, or any instructions provided to you by D-TEG. D-TEG reserves the right to refuse service or void the warranty of any SMARTY system that has been modified or tampered with.

Except as otherwise stated in the Limited Hardware Warranty and Liability above, you agree that (1) the services are provided "AS IS" without any express or implied warranties; and (2) D-TEG shall not be liable for any direct and indirect, consequential, or special damages, including any damages that may arise from loss of data or functionality. The foregoing limitation shall apply to the extent permitted by applicable law.



## Return Policy

In order for D-TEG to process RMAs (Return Material Authorizations) in an accurate and efficient manner, the following criteria must be met for all items returned for credit:

Returned parts must be received by D-TEG within 30 days of the date the RMA was issued.

- RMA request must be completed within 14 days of original receipt of product.
- RMA must be shipped in its entirety.
- Parts must be separated by part number within the master shipping container(s).
- Each box/bag must be labeled with the following:
  - Part/model number
  - Quantity being returned (must match quantity on RMA)
  - Corresponding RMA Number
- the packing slip for each master carton must be applied to the top of the carton so that it is visible.
- All parts included in the RMA must be listed on the packing slip.
- Parts will not be accepted if there are markings or writing on the bag, carton, or on the part itself.
- Parts must be returned in original packaging

If RMA material is not shipped in accordance with the above criteria, then the shipment will not be accepted and the material will be returned to you at your expense.

We offer a 12 month warranty on all products that D-TEG offers (see warranty policy) and full refunds will be issued if you are unsatisfied with our products (in the event that all above criterion is met), however we do not refund shipping costs. Please contact us if you have questions about our return policy, or need to obtain an RMA. Please utilize the "contact us" feature on our website at [www.D-TEG.us/contact.html](http://www.D-TEG.us/contact.html) or email us at [support@D-TEG.us](mailto:support@D-TEG.us).

## Software Policy

Thank you for choosing D-TEG for your mobile surveillance needs. The following agreement spells out the terms and conditions regarding our software and hardware for the Smarty. Please keep a copy for your records.

ACCESS TO OR USE OF THE SYSTEM SOFTWARE IN THE D-TEG Communications, Inc.'s SMARTY Digital Video Recording system ("SMARTY system") IS EXPRESSLY CONDITIONED UPON ACCEPTANCE OF THE TERMS OF THIS AGREEMENT.

This Agreement is a contract with D-TEG. This Agreement applies to any system software or firmware included in the SMARTY system, and any patches, updates, upgrades, or new versions of the system software or firmware provided to or made available for your SMARTY system through any D-TEG service, online network, or D-TEG.

### 1. LICENSE

Subject to the terms and conditions of this Agreement, all System Software is licensed to users solely for personal, non-commercial use on the SMARTY system in the country in which the SMARTY system was designed by D-TEG to operate. To the extent permitted by applicable law, your rights to use or access the current version of the System Software shall cease upon installation of a newer version of the System Software onto your SMARTY system, whether such installation occurs through manual or automatic download by D-TEG through D-TEG's website, or otherwise. D-TEG does not grant any license to System Software obtained by users in any manner other than D-TEG's authorized distribution methods. Your use or access to open source software or freeware included with the System Software is subject to additional terms and conditions set forth in the instruction manual or documentation for the SMARTY system or at [www.D-TEG.us](http://www.D-TEG.us). Such additional terms are hereby incorporated by reference. You do not have any ownership rights or interests in the System Software. All intellectual property rights therein belong to D-TEG and its licensors, and all use or access to such System Software shall be subject to the terms of this Agreement and all applicable copyright and intellectual property laws. Except as expressly granted in this Agreement, D-TEG and its licensors reserve all rights, interests and remedies.

### 2. RESTRICTIONS

You may not lease, rent, sublicense, publish, modify, adapt, or translate any portion of the System Software. To the fullest extent permitted by law, you may not reverse engineer, decompile, or disassemble any portion of the System Software, or create any derivative works, or otherwise attempt to create System Software source code from its object code. You may not (i) use any unauthorized, illegal, counterfeit, or modified hardware or software in connection with the System Software, including use of such tool to bypass, disable, or circumvent any encryption, security, or authentication mechanism for the SMARTY system; (ii) violate any laws, regulations or statutes, or rights of D-TEG or third parties in connection with your access to or use of the System Software, including the access, use, or distribution of any software or hardware that you know or should have known to be infringing or pirated; (iii) use any hardware or software to cause the System Software to accept or use unauthorized, illegal, or pirated software or hardware; (iv) obtain the System Software in any manner other than through D-TEG's authorized distribution methods; or (v) exploit the System Software in any manner other than to use it in your SMARTY system in accordance with the accompanying documentation and with authorized software or hardware, including use of the System Software to design, develop, update, or distribute unauthorized software or hardware for use in connection with the SMARTY system for any reason. Any violation of these restrictions will void the SMARTY system's warranty and affect your ability to obtain warranty services and repair services from D-TEG.



### 3. SERVICES AND UPDATES

From time to time, D-TEG may provide certain updates, upgrades or services to your SMARTY system to ensure it is functioning properly in accordance with D-TEG guidelines. Some services may be available to you through D-TEG's website or authorized channels. Without limitation, services may include the provision of the latest update or download of new release that may include security patches, and new or revised settings and features. Some services may change your current settings, cause a loss of data or content, or cause some loss of functionality. It is recommended that you regularly back up any data on the hard disk that is of a type that can be backed up.

### 4. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

No warranty is given about the quality, usability, or functionality of the System Software. The System Software is provided "AS IS". User is responsible for all fees in connection with use of or access to the internet. D-TEG expressly disclaims any implied warranty of merchantability, warranty of fitness for a particular purpose and warranty of non-infringement. D-TEG EXCLUDES ALL LIABILITY FOR ANY LOSS OF DATA, OR ANY OTHER LOSS OR DAMAGE SUFFERED BY YOU OR ANY THIRD PARTY, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL HOWEVER ARISING, AS A RESULT OF ACCESSING TO OR USING THE SYSTEM SOFTWARE. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

### 5. THIRD PARTY SOFTWARE AND PERIPHERALS

Similar to other resellers of software and peripherals, D-TEG does not warrant software and third-party peripheral products. Software and third-party peripheral products are covered by the warranties provided by the original publisher or manufacturer only. Third party publisher and manufacturer warranties vary from product to product. Consult your product documentation for specific warranty information. More information may also be available from the publisher or manufacturer. While D-TEG offers a multiple software and peripheral products, we do not specifically test or guarantee that all of the products we offer work with any or all of the various models of computers. If you have questions about compatibility, we recommend and encourage you to contact the third-party software and peripheral product publisher or manufacturer directly or contact D-TEG at [support@d-teg.us](mailto:support@d-teg.us)

### 6. PROTECTION OF STORED DATA

Protection of Stored Data: Please make periodic backup copies of stored data on the hard disc (hard drive) or other storage device. If customer's data is altered, damaged or lost due to any trouble, failure or malfunction of the hard disc or any other storage device and the data cannot be recovered, D-TEG shall not be liable for any loss or damage to any data or any other damage resulting there from. When returning any defective product, please confirm whether the data has been successfully transferred, backed up or copied. D-TEG disclaims any liability for the failure to copy or transfer data correctly. Before returning any defective product, be sure to backup data and remove any proprietary, confidential, or personal information. D-TEG is not responsible for (1) damage to or loss of any programs, data, or removable storage media or (2) the restoration or reinstallation of any programs or data other than software installed by D-TEG when the product was manufactured.

### 7. TERMINATION

If D-TEG determines that you have violated the terms of this Agreement, D-TEG may take all actions to protect its interests, including denial of any services such as warranty services and repair services provided for your SMARTY system. Implementation of upgrades or devices intended to discontinue unauthorized use, or reliance on any other remedial efforts as reasonably necessary to prevent the use of a modified SMARTY system, or any pirated material or equipment. D-TEG and its licensors reserve the right to bring legal action in the event of a violation of this Agreement.

For technical support please email us at: [support@d-teg.us](mailto:support@d-teg.us)