CyberPower Connected Equipment Guarantee

CyberPower may provide a Connected Equipment Guarantee. If you purchased a product covered by a Connected Equipment Guarantee, the Terms and Conditions is stated as below.

To review the Connected Equipment Guarantee you may have received when you purchased a CyberPower product, you can obtain a copy from our website. If you would like to check the Product you purchased is covered by this Connected Equipment Guarantee or not, you can find further information at Specification of each Product on our website. If the Product you purchased covered by the Connected Equipment Guarantee, this Connected Equipment Guarantee controls if any discrepancy with other document. The Connected Equipment Guarantee period is subjected to how long product warranty lasts. The following should assist you in determining if any damage suffered by equipment connected to a CyberPower product is covered.

TO DETERMINE IF YOU ARE QUALIFIED, PLEASE ASK YOURSELF THE FOLLOWING QUESTIONS

• Did you purchase a CyberPower product (herein as “Product”) covered by a Connected Equipment Guarantee?
• Were you the initial purchaser/owner of the Product at the time of the failure?
• Did you register the Product within one (1) year of your purchase, or do you have another proof of purchase, such as a copy of the receipt or invoice? (Please Register your Product now at http://www.cyberpower.com)
• Did you have any equipment directly plugged into the Product, (“Connected Equipment”), during a Power Disturbance passing through the Product?
• Did the Power Disturbance exhaust the protection capacity of the Product and/or damage the Product?
• Has the Product been altered?
• Was the Connected Equipment damage due to a failure of the Product?
• Was the Connected Equipment properly connected to the Product and was the Product and the Connected Equipment connected to properly wired and grounded outlets?
• Did you provide a suitable and proper environment for use and installation of the Product and Connected Equipment?
• Did you properly install and operate the Product and Connected Equipment in accordance with their respective owner’s manuals?
• Did you operate the Product at all times within the limitations on the Product’s VA capacity as stated in this User Manual?
THE FOLLOWING ARE EXCLUSIONS TO THE CONNECTED EQUIPMENT GUARANTEE

1. The Connected Equipment Guarantee is no “first dollar” coverage! CyberPower’s obligation is limited to the damage if you are not entitled to recover from other sources including but not limited to insurance, other warranty coverage, or extended warranty coverage even if you do not claim for recovery from the other source(s).

2. The Connected Equipment Guarantee does not cover damage to the Connected Equipment or apply if the Product has been operated in while damaged, or not in compliance with CyberPower operating instructions / Product manuals, or if the Connected Equipment has been operated while damaged, or not in compliance with the instructions and manuals of its manufacturer/vendor. The word “CAUTION” within the Product manual is the “normal use” standard, which you should be aware of and follow. CyberPower makes no warranty of any Product misbehavior when statements under the word of “CAUTION” are ignored.

3. Damages to data, records, or software are not covered.

4. Damages from causes other than AC Power Line Transients, spikes, or surges on properly installed, grounded and code-compliant power lines locally; transients, surges or spikes on standard telephone land lines, Ethernet network lines, or coaxial cable lines when properly installed and connected.

5. Damages from fire, flood, wind, rain, rising water, leakage or breakage of plumbing, abuse, misuse or alteration of either the Product or the Connected Equipment.

6. IN NO EVENT SHALL CYBERPOWER BE LIABLE FOR ANY PERSONAL INJURY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOSS OF BUSINESS, PROFITS, INFORMATION, DATA OR USE. CyberPower also has no liability if such damage or loss is caused by you, third party negligence, or other fault.

NOTE: Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.
MAKING A CONNECTED EQUIPMENT GUARANTEE CLAIM

To make a Warranty claim for damage to Connected Equipment under the Connected Equipment Guarantee, you must do all the followings:

1. Complete and return the CEG Document, (Document of the CEG Application as described in the following section), and provide reasonable proof of purchase; (for example, a sales receipt that establishes you as the original end-user of the Product).
2. Contact CyberPower within ten (10) days following the Product’s failure.
3. When you contact CyberPower, identify the Product, the Purchase Date, and the list of Connected Equipment items. Have information on all applicable insurance or other resources of recovery/payment that is available to the Initial Customer and the name of the power utility supplier for the location of the Connected Equipment.
4. Follow CyberPower’s instructions to properly pack and ship the Product to CyberPower and, if requested, the item(s) of Connected Equipment, a repair cost estimate for the damage to the Connected Equipment, and all claim forms that CyberPower provides to you. Show the Claim number on the shipping label or include it with the Product. Initial Customer shall prepay all shipping costs, must pay the cost of the repair estimate and is responsible for packaging and shipment. CyberPower reserves the right to reject the shipped Product and not process the Connected Equipment Guarantee, if the shipped Product is damaged due to improper packing or shipping.

NECESSARY EQUIPMENT AND DOCUMENTS FOR CEG APPLICATION

Please keep required devices listed below for further inspection if necessary.

1. The complete CyberPower Product
2. The damaged equipment

Please prepare related documents listed below for CEG application.

1. Receipt or invoice of CyberPower Product
2. Receipt or invoice of damaged equipment
3. Picture(s) of damaged equipment
4. Picture(s) of the site where the event occurred. Please show the environment clearly
5. Other document(s) or report(s): Any documents or certifications that can prove the damage was caused by CyberPower Product failure
CyberPower Connected Equipment Guarantee - Application Form

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<th>Contact Information</th>
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<td>Name</td>
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<td>Address</td>
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<tr>
<th>CyberPower Product Information</th>
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<tbody>
<tr>
<td>Model Name</td>
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<td>Date of Purchase</td>
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<th>CEG Claim Information</th>
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<tr>
<td>Description of Problem</td>
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<tr>
<th>Specification of the damaged equipment</th>
<th>Rating, function...etc., as detailed as possible</th>
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<tr>
<td>Used time of the damaged equipment.</td>
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<td>Where was the event occurred?</td>
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<tr>
<td>Setting of the CyberPower Product (e.g. the power cord, plug, and damaged equipment)</td>
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<tr>
<th>Damaged Equipment (Brand/ Device/ Model)</th>
<th>Quantity</th>
<th>Price (Tax Included)</th>
<th>Currency</th>
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<td>Total amount of all the damaged equipment</td>
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Please submit this form with required documents to eu.service@cyberpower.com to for your CEG application. To complete your application, please enclose your agreement with CyberPower Privacy Policy on next page.
PRIVACY POLICY

Last Updated in 2018/05/17

CyberPower and its affiliate (“we” or “CyberPower”) respect your privacy. This Privacy Policy describes what information we collect, how we use it, what we do with it and how you access and update your information. You may use CyberPower services through CyberPower website, software or apps and this Privacy Policy applies to all these methods. As you review this privacy policy, keep in mind that it applies to all CyberPower brands, products and services that do not have a separate privacy policy or that link to this Privacy Policy.

By visiting CyberPower websites, using software, apps or purchasing services or products, you are consenting to the collection, use, disclosure and processing of your personal information as described in this Privacy Policy. Such information may be stored and shared between our worldwide affiliates to improve our services. Reading this Privacy Policy before your using our services. If you do not agree with this Privacy Policy, please do not continue using our services.

1. INFORMATION WE COLLECT
To provide better service for you, we collect information in the following ways:

1.1 Information you provide us.
Use our services may require you to sign up for an account by CyberPower website or apps. You will give us your name, address, phone number, email address, products you registered and serial number. You will be requested to provide your payment information and products you ordered if you purchase through CyberPower website or apps.

If you need to get in touch with our customer service team, or reach out to us through other means (such as through social media) we will collect information from you there too.

1.2 Information we collect automatically when you use our services.
When you use our services or login your account, we automatically collect and store certain information in server logs. This information includes: your computer or device operating system, application version, language settings, pages the date and time you accessed our services, referral URL, cookies (“cookie statement”), IP address, geographical information, the hardware, software, internet browser or apps, the updated status of our products, domain name of the website where you come from, number of visits, average time spent on the site and pages viewed.

For some power monitoring services, we will also automatically collect some information from your computer or device. Learn more about our information power monitoring services collect.

We will not collect, use or process any your sensitive personal information, such as those based on race, religion, sexual orientation or health.

2. HOW WE USE INFORMATION
We use your information for the purpose of

2.1 Registration an account on CyberPower website or apps.
2.2 Customer service
- respond your question and support your needs.
- communicate with you.
- deliver product.
- RMA.

2.3 Marketing activities
- market our products, services, training courses, events and upcoming changes, improvements or promotions.
- conduct surveys and customer services.
- issue you newsletters.
- notify you upcoming events.

You can opt out, or unsubscribe, from marketing communications at any time using the “Unsubscribe” link in each newsletter or communication, or you can administer your subscriptions through your account (if you’ve created one).

2.4 User experience, product analysis and upgrade
- comprehend the relevancy of your geographical area and our products.
- upgrade our websites, apps or software or to trace and eliminate bugs.
- analyze abnormal status through electricity information.
- provide, develop, protect and improve services or products, to develop new ones.
- deliver electricity information and to notify you abnormal status periodically through GCM (Google Cloud Messaging), APNS (Apple Push Notification Service) or SMS.
- for an improved user experience, internal training and general optimization purposes build features that will make the services available on our websites and apps easier to use.
- to improve and promote our products and services and the content on our website.

2.5 Safety and security
- promote safety and security on and off of our services, such as by investigating suspicious activity or violations of our terms or policies.
- Upgrade software or apps.

2.6 Legitimate interests
- notify terms and policy changes.
- handle or solve legal disputes for regulatory investigations and compliance or to enforce the terms of use in our websites or apps.

We will ask for your consent before using information for a purpose other than those that are set out in this Privacy Policy. CyberPower processes personal information on our servers in many countries around the world. We may store and process your personal information on a server located outside the country where you live. Your information will be under appropriate safeguards with encryption or pseudonymisation.

3. SHARING YOUR INFORMATION
CyberPower may share your information with its affiliates including companies’ employees, our trusted agents, representatives, vendors, organizations, consultants and other service suppliers who need to access your information to carry out the purposes above or work on our behalf and internal (audit/compliance) investigations. For a business transaction (such as merging or selling assets), we may also disclose your information.

All such third parties will be under an obligation to maintain the security and confidentiality of your information, and to process your information only in accordance with our instructions.

3.2 For legal reasons
CyberPower may, in compliance with applicable law, regulation, ordinance, license, operating agreement or legal process, disclose your information to protect ourselves against liability, to respond to subpoenas, judicial processes, legitimate requests, warrants or equivalent by law enforcement officials or a competent authorities, to investigate fraud or other wrongdoing or as otherwise required or necessary in order to comply with applicable law or to protect our legitimate interests.

We may also, in compliance with applicable law, disclose your information to enforce or apply the terms and conditions applicable to our services or to protect the rights, property or safety of CyberPower, our users or others.

In the situations described above, the recipient of your information may be located in a jurisdiction that may have different standards of data protection compared to the laws in your home jurisdiction.

4. TRANSPARENCY AND CHOICE
CyberPower encourages you to keep your information accurate and up to date.

People have different privacy concerns. We retain your information while your account remains active. You may manage your account by logging into your account.

If you want to delete your account, please email us at webadmin@cyberpower.com. Please note that if you delete your account or select not to provide us some information, your request or needs will not be responded timely.

5. APPLICATION
This Privacy Policy applies to all of the services offered by CyberPower and its affiliates, but excludes services or products provided by others.

This Privacy Policy does not apply to other websites, apps, services or products you visit through links from CyberPower websites or mobile apps. If you provide your information to any of those providers, your data is governed by their privacy statements.

6. CHANGES
Our Privacy Policy may be change from time to time. We may send you the latest policy by email or newsletter. We also encourage you to regularly check our update policy on CyberPower websites and apps.

If you have any question, please contact us: webadmin@cyberpower.com

7. COOKIE STATEMENT
We use cookies to provide you with a more responsive and personalized service. By using CyberPower website or apps you agree to our use of cookies. Learn more about our Cookies Policy.

To agree the Privacy Policy, please autograph on this page and send back to Cyber Power Systems, B.V. at Flight Forum 3545, 5657 DW Eindhoven, the Netherlands along with the Connected Equipment Application.

Date                                     Signature