

Acceptance of Terms and Conditions

By subscribing or registering with NETGEAR ProSupport for Home, comprised of (1) Extended Warranty (2) Extended Warranty and Support, and (3) NETGEAR GearHead for Home Services (collectively, “NETGEAR ProSupport for Home”), You have read and accepted the Terms and Conditions covering the NETGEAR ProSupport for Home. These Terms and Conditions are between you (“You” or “Your”) and NETGEAR, Inc., its subsidiaries and affiliates (collectively, “NETGEAR”). NETGEAR may, at its own discretion and without prior notice, make changes to these Terms and Conditions. If You decide to continue using NETGEAR ProSupport for Home, Your use indicates that You have read, accepted and agreed to the revised Terms and Conditions.

Description of NETGEAR PROSUPPORT FOR HOME

NETGEAR ProSupport for Home offers the following warranty and support options for a period specified when You purchase the service:

Extended Warranty

Extended Warranty extends and enhances the Limited Hardware Warranty for a supported and new NETGEAR product for which You purchase the Extended Warranty (“Supported Product”). You must purchase Extended Warranty within 90 (ninety) days from the date of Your purchase of a supported and new NETGEAR product. While a Supported Product is under warranty, NETGEAR will repair or replace the product with the same or functionally equivalent product free of charge.

Extended Warranty and Support

Extended Warranty and Support extends and enhances Limited Hardware Warranty and Support for a supported and new NETGEAR product for which You purchase the Extended Warranty and Support (“Supported Product”). You must purchase the Extended Warranty and Support within 90 (ninety) days from the date of Your purchase of a supported and new NETGEAR product. While a Supported Product is under warranty, NETGEAR will repair or replace the product with the same or functionally equivalent product free of charge. Extended Warranty and Support will also entitle You to technical support free of charge by contacting NETGEAR support.

Extended Warranty (in both ProSupport for Home Extended Warranty and Extended Warranty and Support) includes coverage due to Accidental Damage from Handling (“ADH”) (“ADH Coverage”), subject to the claim limits described below. If during the Extended Warranty period, You submit a valid claim notifying NETGEAR that the Supported Product has failed due to ADH, NETGEAR will repair or replace the Supported Product with the same or functionally equivalent product free of charge. ADH Coverage only applies to an operational or mechanical failure caused by an accident from handling that is the result of an unexpected and unintentional event, for example, drops and spills that arise from Your normal daily usage of the Supported Product as intended for such product. You may be required to provide an explanation of where and when the accident occurred with a detailed description of the actual event. NETGEAR may deny Your claim if You fail to provide information relating to the accident when asked. NETGEAR also reserves the right to determine the applicability of ADH Coverage based upon the condition of the Supported Product at the time of the claim.

NETGEAR GearHead for Home Services

NETGEAR GearHead for Home Services provides remote support for specific computers, peripherals, software, and any other computer-related product described in the section titled “Products Supported” below.

A subscription to NETGEAR GearHead for Home Services covers computers designated under Your NETGEAR account. The subscription covers up to three (3) computers in a home, unless You pay for additional computers to be covered under the same subscription. You may request for additional computer support by contacting NETGEAR support, as described below.

Contacting NETGEAR Support

You may obtain technical support from NETGEAR Technical Support Engineers (TSEs). NETGEAR only offers remote technical support. Onsite service is not included in the NETGEAR offerings.

NETGEAR offers You the option of Remote Computer Control, where a TSE may, with Your permission, take over Your computer from the TSE’s remote location. By accepting these Terms and Conditions, You acknowledge that You are aware that You will, on occasion, be offered the Remote Computer Control option. NETGEAR TSEs are not allowed to use Remote Computer Control without Your explicit consent.

NETGEAR will use reasonable effort to provide You with technical support, for as long as Your account is current and not in arrears. NETGEAR reserves the right to refuse service to anyone.

Bundled Products/Services from Third Parties

NETGEAR may provide products and services from third parties as part of NETGEAR ProSupport for Home. These third party products and services are covered by their respective publishers/owners. NETGEAR does not guarantee the usability or merchantability of such services. You acknowledge that NETGEAR is providing these products and services as a potential benefit to You.

No Assurance of Problem Resolution

NETGEAR will use reasonable effort to resolve Your problem. However, the complexity of technology will inevitably result in NETGEAR being unable to resolve certain customer problems. You acknowledge that You are aware of this limitation, and by subscribing to NETGEAR ProSupport for Home, You have indicated acceptance of the No Assurance of Problem Resolution section of these Terms and Conditions. Notwithstanding such limitation, NETGEAR does not guarantee problem resolution to every customer problem. NETGEAR will only exercise reasonable effort to resolve Your technical problem.

Products Supported

Extended Warranty only covers a supported and new NETGEAR product for which you purchase Extended Warranty.

Extended Warranty and Support only covers a supported and new NETGEAR product for which You purchase the Extended Warranty and Support.

For NETGEAR GearHead for Home Services customers, NETGEAR provides technical support for popular computers, peripherals, and software. The general description of the products supported may be found on the NETGEAR website:

http://gearhead.netgear.com/products_supported.html

You acknowledge that due to the rapidly changing nature of technology, NETGEAR cannot be held responsible for supporting every computer-related product in the market. NETGEAR will attempt to indicate which products or product lines are supported on its web site. NETGEAR may, at its own sole discretion, decide to provide technical support for a product not listed on the web site. In this case, NETGEAR warrants support only for the specific problem instance and does not warrant that it will continue to support such unlisted product beyond the single specific instance described above.

Disclaimer

NETGEAR does not warrant that the service is free of errors or mistakes. NETGEAR does not warrant or represent that defects or limitations in the service will be corrected. Nor does NETGEAR warrant or represent that the service shall be available continuously. Certain extenuating circumstances may cause the service to be interrupted. NETGEAR provides no remedies for such service interruptions. Data loss during service is always a possibility, and in some cases, data may be unrecoverable, erased, or reformatted during service. NETGEAR is not responsible for loss, recovery, or compromise of data, software or programs, or loss of use of Your product or other equipment arising out of the service. In addition, NETGEAR provides no remedies for any loss of data resulting from use of the service. By subscribing to the service, You acknowledge that You accept these disclaimers.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NETGEAR WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM SERVICES PROVIDED OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO 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, OR CORRUPTION OF DATA; OR ANY COSTS OF RECOVERING, PROGRAMMING, OR RESTORING ANY PROGRAM OR DATA STORED OR USED WITH YOUR PRODUCT AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON YOUR PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS. You agree to indemnify, hold harmless, and release NETGEAR from any damages, attorney's fees, and costs resulting from use of the service. You expressly acknowledge and agree that the entire liability of NETGEAR under any circumstances shall in no event exceed the amount paid by You for NETGEAR ProSupport for Home, regardless of the cause or whether You were made aware of such limitation. THE REMEDIES SET FORTH HEREIN SHALL BE YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH BY NETGEAR UNDER THESE TERMS AND CONDITIONS.

Ownership Rights

NETGEAR owns all rights to the service and associated material, including the NETGEAR web site. Any unauthorized use of NETGEAR property is a violation of NETGEAR intellectual property rights.

Governing Law; Consent to Jurisdiction; Recovery of Attorney's Fees

Any disputes arising in connection with these Terms and Conditions will be governed by the laws of the State of California, USA. You and NETGEAR each hereby irrevocably (a) agrees that any suit, action or other legal proceeding arising from or relating to these Terms and Conditions shall be brought in a court of competent jurisdiction in Santa Clara County, California, which court shall have exclusive jurisdiction over any controversy arising from or related to these Terms and Conditions; (b) consents to the jurisdiction of such court in any such suit, action or proceeding; and (c) waives any objection it may have to the laying of venue of any such suit, action or proceeding in such court and waives any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Service of process in any suit, action or proceeding may be made in any manner permitted by law. You further agree to waive the right to a jury trial, and agree that all disputes will be resolved by a judge. You agree that NETGEAR may recover its attorney's fees in the event that You challenge the consent to jurisdiction specified herein.

Privacy Policy

NETGEAR has a strict privacy policy with respect to Your personal data, which may be found at <http://www.netgear.com/about/privacy-policy/>. Your data is kept in strict confidence by NETGEAR, and is not disclosed to any third party without Your consent.

Termination or Suspension of Service

Your breach of these Terms and Conditions shall result in the termination or suspension of Your subscription and associated service. NETGEAR shall exercise its right to terminate or suspend service solely at its own discretion, without consulting You. NETGEAR shall incur no liability resulting from terminating or suspending service upon breach by You.

Refunds Policy for NETGEAR ProSupport for Home Services

Note: Pay per-incident services are NOT refundable. A NETGEAR ProSupport for Home Services subscriber, who has not used the entitled services, may choose to unsubscribe the plan and receive a full refund within the first ten (10) business days of the subscription. If the services have been used, NETGEAR will deduct an amount proportional to the usage (number of incidents multiplied by the ongoing pay per-incident rate) and refund the balance amount.

After ten (10) business days, the subscription is NOT refundable.

NETGEAR refund policy is subject to change and the latest policy in effect will be applicable.

To cancel Your subscription, call 1-888-615-3488. The contract becomes inactive once the request for refund is processed.

FOR OUR AUSTRALIAN CUSTOMERS: PLEASE NOTE, NETGEAR PROSUPPORT FOR HOME IS IN ADDITION TO ANY STATUTORY RIGHTS IN AUSTRALIA IN RELATION TO YOUR GOODS WHICH, PURSUANT TO THE AUSTRALIAN CONSUMER LAW, CANNOT BE EXCLUDED. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

For standard NETGEAR warranty support in Australia please call: 1 300 361 254. If you have a return authorization number given to you by NETGEAR technical support, please send your product to the following address:

BRIGHTSTAR LOGISTICS PTY LTD.

Attn: Netgear Returns

Door 7, 11-13 ASH ROAD,

PRESTONS,

NSW 2170

For standard NETGEAR warranty support in the United Stated, please contact:

NETGEAR, Inc.

350 E. Plumeria Dr.

San Jose, CA 95134

Source:

<http://www.netgear.com/images/pdf/prosupport-TC.pdf>