

**DROBOCARE SERVICES**  
**Terms and Conditions**  
**EMEA**  
**(Excludes German residents)**

**What this document is about**

These DroboCare Services Terms and Conditions govern the provision of our extended warranty protection, which we call DroboCare, for those: (i) hardware products manufactured by or for Drobo; and (ii) replacement components sold by Drobo, of the product manufactured by or for Drobo; that can be identified by the "Data Robotics" or "Drobo" trademark, trade name or logo on them. In this document, we call these products "**Products**" and we call the original end-user purchaser of the Product "You". DroboCare Services Terms and Conditions do not apply, for instance, to the hard drives manufactured by other companies which may be in the same package as our Product. These DroboCare Services Terms and Conditions, once accepted by You, is an important document because it is a binding legal contract You and Drobo, Inc. (formerly known as Data Robotics, Inc.) ("**Drobo**") for such DroboCare services ("**DroboCare Services**"). Some specific terms may apply to You depending on which country You are in, please refer to Section H of this document.

Where You have bought the Product primarily for domestic and non-commercial use, DroboCare gives You additional contract protection for Drobo products that do not work correctly. It is in addition to and not in substitution for Your statutory rights as a consumer against Drobo, where You bought the product direct from our online store or the retailer who You bought the product from relating to faulty or misdescribed goods or services.

**IMPORTANT: You need to produce the original receipt for the Product or other proof of the original retail purchase from Drobo or one of its authorised resellers satisfactory to us and/or comply with registration requirements in order to benefit from DroboCare Services.**

**A. What does DroboCare cover?** Drobo's DroboCare Services obligations are limited, and are as set forth below. Additional terms may apply depending on Your country of residence, please refer to the Section entitled "Country Variations" below.

**When can I buy DroboCare ?**

You must buy DroboCare whilst the free limited warranty from us is still current. This period varies, but is typically one or two years from the date of purchase (please refer to Your Limited Warranty document for details). You cannot buy DroboCare for the first time after this limited warranty has expired. If You want to extend DroboCare, You must do so (and pay for the extension) whilst Your DroboCare protection is still in place.

Each period of DroboCare is as set out on the Drobo website or Your DroboCare documentation that comes with the Product. Each period of DroboCare begins on the earlier of: (a) thirty days after the date DroboCare Services was purchased by You; or (b) the date You register/activate Your DroboCare Services ("**DroboCare Term**"). DroboCare can be accessed and used only by You; and (vi) may not be transferred to another party.

DroboCare Services may be provided from the country from where the product is shipped. Service options, parts availability and response times will vary according to country. You may be responsible for shipping and handling charges if the Product cannot be serviced in the country it is in. Drobo may require that You furnish proof of purchase details and/or comply with registration requirements before receiving any portion of DroboCare Services.

**B. REGISTRATION.** Provision of DroboCare Services is contingent upon prompt registration, and verification of Your DroboCare Services entitlement by Drobo. If You purchase DroboCare Services online through your Drobo Support Account ([http://support.drobo.com/app/utills/login\\_form](http://support.drobo.com/app/utills/login_form)), Drobo will register You. If You purchase DroboCare Services through a method other than online through Your Drobo Support Account ([http://support.drobo.com/app/utills/login\\_form](http://support.drobo.com/app/utills/login_form)), You must register for DroboCare Services within thirty (30) days of purchase of DroboCare Services. Registration instructions are included in the DroboCare Services packaging. You will receive confirmation of registration, and are advised to review such confirmation, and promptly contact the Drobo party from whom DroboCare Services was purchased in the event of any questions.

## C. ACCESSING DROBOCARE SERVICES.

C.1 Product Repair. Subject to the terms and conditions herein, if a Product defect arises and a valid claim is received within the DroboCare Term Drobo will, at its option, either: (1) repair the hardware defect at no charge, using new or refurbished replacement parts; or (2) replace the Product with a Product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original Product; or (3) refund the purchase price of the Product, provided the Product for which the refund is provided is received by Drobo in accordance with the instructions provided. All Products and parts thereto that are replaced or for which a refund is issued as part of DroboCare Services become Drobo's property.

C.2 Product Repair Process. In the event the Product is defective, You may contact Drobo via its website or by telephone (see [www.drobo.com/support](http://www.drobo.com/support) for telephone numbers). You are required to provide Your Product serial number, date of Product purchase, date of DroboCare Services purchase, if applicable, description of the performance of the Product, and any other information reasonably requested by Drobo, and follow instructions reasonably given by Drobo.

No Product may be returned directly to Drobo without first contacting Drobo (see [www.drobo.com/support](http://www.drobo.com/support) for telephone numbers) for a Return Material Authorization ("RMA") number. If it is determined that the Product may be defective and it is necessary for it to be returned, You will be given an RMA number and instructions for Product return. An unauthorized return, i.e. one for which an RMA number has not been issued and/or one that does not conform to the instructions given for Product return, will be returned to You at Your expense. Telephone numbers and details how to request an RMA are at <http://www.drobo.com/support/contact-support.php>. In the event the Product is to be repaired or replaced, upon issuance of the RMA number, Drobo will Advance Ship to You a replacement Product and You agree to promptly return Your Product at issue within seven (7) days of issuance of the RMA number. In the event Drobo does not receive the Product for which You were issued an RMA and a replacement Product within such seven (7) days, You agree that, notwithstanding anything to the contrary: (a) Your DroboCare Term will immediately be terminated and end; and (b) You shall not be entitled to, nor shall you receive, a refund or a credit of any kind for any pre-paid DroboCare fees; and (c) such termination is fair payment for the replacement Product. "**Advance Ship**" means, if the RMA is issued: (i) before 1 pm local time, ship the same day; or (ii) after 1 pm local time, ship the next business day; for express delivery.

C.3 Technical Support. During the applicable DroboCare Term, You are entitled to access Drobo's online help resources [in English] to address any question about the Product ("**Online Help Resources**"). If the Online Help Resources do not address the support issue, You are entitled to request technical Product support 24 hours per day, 365 days per year, excluding local holidays: (i) online at [www.drobo.com/support](http://www.drobo.com/support); or (ii) by calling Technical Support. (telephone numbers listed at [www.drobo.com/support](http://www.drobo.com/support)). Local holidays are posted at [www.drobo.com/support](http://www.drobo.com/support), and are based on the area from which technical support is provided.

## D. IMPORTANT EXCLUSIONS AND LIMITATIONS.

D.1 We don't manufacture the data drives on which Your data and content is stored, and so we are not responsible under these DroboCare Services Terms and Conditions for any issues, including defects and performance problems, in those drives. When You return Products to us under these DroboCare Services Terms and Conditions, You must take the drives out of the Product first because problems with a drive should be dealt with under the warranty provided by its manufacturer, including where even if the drive is bought together with a Product. Please note the instruction manuals' warnings including the advice not to turn Your Product off whilst data is being copied across drives ('relayout') as You risk losing data. **For these reasons, we do not accept any responsibility under these DroboCare Services Terms and Conditions for any data, including any lost or corrupted data, no matter how and why this may occur.**

D.2 Back-ups: You should make periodic backup copies of the data and programs contained on the Product's hard drive to protect Your data and as a precaution against possible operational failures and/or delays. Before You deliver Your Product for warranty service it is Your responsibility to keep a separate backup copy of the system software, application software and data, and disable any security passwords. You will be responsible for reinstalling all such software, data and passwords.

D.3 DroboCare Services are not provided for hardware or equipment that is not a Product (see "What this document is about" above), including, without limitation, any third party hardware products or any software, even if packaged or sold

with Drobo hardware. Manufacturers, suppliers, or publishers other than Drobo may provide their own warranties to the end-user purchaser, but Drobo, to the extent permitted by law, provides such manufacturers' products "as is". Software distributed by Drobo with or without the Drobo brand name (including, but not limited to system software) is not covered under DroboCare Services. Refer to the licensing agreement accompanying the software for details of rights with respect to its use. Drobo does not warrant that the operation of the Product will be uninterrupted or error-free. Drobo is not responsible for damage arising from failure to follow instructions relating to the Product's use and/or storage.

D.4 DroboCare Services do not cover: (a) damage caused by use with equipment, hardware or software that is not a Product (see "What this document is about" above); (b) damage caused by accident, abuse, or misuse; (c) damages caused by operating the Product outside the permitted or intended uses described by Drobo; (d) damages caused by service (including upgrades and expansions) performed by a party other than an authorized representative of Drobo or a Drobo Authorized Reseller; (e) Product or portions thereof that have been modified to significantly alter functionality or capability without the written permission of Drobo; (f) damage caused by flood, fire, earthquake or other external causes; (g) Products upon which the Drobo serial number or the sticker placed on the Product that reads "Warranty void if removed", or portion thereof, has been removed, altered or defaced; (h) service necessary to comply with the regulations of any government body or agency arising after the date of retail purchase by You; (i) Product that is lost or stolen, or is otherwise not received by Drobo in its entirety; (j) damage caused by normal wear and tear, and by normal aging, including, without limitation, cosmetic damage; or (k) preventative maintenance on the Products.

#### D.5 Consumer users

Where You have bought the Product primarily for domestic and non-commercial use, the following limitation on Drobo's liability under these DroboCare Services Terms and Conditions apply:

DROBO IS NOT RESPONSIBLE FOR ANY BUSINESS- LOSS OR DAMAGE (SUCH AS LOSS OF PROFIT) OR FOR ANY LOSS THAT IS NOT A REASONABLY FORSEEABLE CONSEQUENCE OF YOUR USE OF THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, TO FRAUD, AND PRODUCT LIABILITY CLAIMS WHERE PRODUCTS ARE UNSAFE.

#### D.6 Business users

Where You have bought the Product primarily for business use, the following limitation on Drobo's liability under these DroboCare Services Terms and Conditions apply:

TO THE EXTENT PERMITTED BY LAW, AND EXCEPT AS MAY BE PROVIDED PURSUANT TO DROBO STANDARD WARRANTY. DROBOCARE SERVICES AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED, AND DROBO SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUALITY, AND THOSE AGAINST HIDDEN OR LATENT DEFECTS. IF DROBO CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES AND CONDITIONS, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE WARRANTY PERIOD AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY DROBO IN ITS SOLE DISCRETION. No Drobo reseller, agent, or employee is authorized to make any modification, extension, or addition to DroboCare Services or any portion thereof on behalf of Drobo.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DROBO AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF DROBO'S OBLIGATIONS PURSUANT TO THESE DROBOCARE SERVICES, OR DROBO ACTIONS OR INACTIONS RELATED TO THESE DROBOCARE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF USE; 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 INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR

USED WITH THE PRODUCT(S) AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT(S). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF DROBO AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU ARISING UNDER THESE DROBOCARE SERVICES SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THESE DROBOCARE SERVICES. DROBO DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER DROBOCARE SERVICES OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

**E. CONSUMER PROTECTION LAWS.** FOR CONSUMERS WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY DROBOCARE SERVICES ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. These DroboCare Services Terms and Conditions give You specific legal rights, and You may also have other rights that vary by country, state or province. DroboCare Services is governed by and construed under the laws of the country in which the product purchase took place.

**G. GENERAL INFORMATION.** These DroboCare Services Terms and Conditions shall be, in all respects, governed by and construed under the laws of California, without regard to its conflict of laws provisions, and the parties submit to the exclusive jurisdiction of the courts of Santa Clara County, California. The information contained herein is subject to change without notice. Nothing herein should be construed as constituting an additional warranty. Drobo shall not be liable for technical or editorial errors or omissions contained herein. You may return DroboCare Services to the point of purchase within thirty (30) days of purchase at Your expense.

**H. SPECIFIC COUNTRY VARIATIONS  
RESIDENTS OF THE UNITED KINGDOM**

Where You have bought the Product primarily for domestic and non-commercial use, You have the right to cancel DroboCare Services You have bought for an initial duration of more than one year:

1. within the first 50 days of the date You first purchase DroboCare Services. Provided You have not made a claim under DroboCare prior to cancellation, we will refund the price You have paid for DroboCare Services in full.
2. at any time whilst DroboCare Services are in place, and we will refund You the price of the DroboCare Services for the remainder of the DroboCare term, calculated on a monthly basis. So we would take the total price You paid for DroboCare Services You have cancelled, divide it by the total number of months You originally signed up for. That would give us a monthly price, which we would multiply by the number of complete months from the date You tell us You want to cancel until the end of the initial term, and that would give us Your refund entitlement.

Please note You cannot terminate DroboCare bought for an initial period of one year (or less).

**DROBOCARE SERVICES**  
**Terms and Conditions**  
**Germany**

**What this document is about**

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Where You have bought the Product primarily for domestic and non-commercial trade, business or professional use, DroboCare gives You additional contract protection for Products that do not work correctly. It is in addition to and not in substitution for Your statutory rights as a consumer against Drobo, where You bought the Product direct from our online store or the retailer who You bought the product from relating to faulty or misdescribed goods or services.

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**When can I buy DroboCare Services?**

You must buy DroboCare Services during the period in which the free limited warranty from us is still current. This period varies, but is typically one or two years from the date of purchase (please refer to Your Limited Warranty document for details). You cannot buy DroboCare Services for the first time after this limited warranty has expired. If You want to extend DroboCare Services, You must do so (and pay for the extension) whilst Your DroboCare Services is still current.

Each period of DroboCare Services is as set out on the Drobo website or Your DroboCare Services documentation that comes with the DroboCare Services packaging. Each period of DroboCare Services begins on the earlier of: (a) thirty days after the date DroboCare Services was purchased by You; or (b) the date You register/activate Your DroboCare Services ("**DroboCare Term**"). DroboCare Services can be accessed and used only by You; and may not be transferred to another party.

DroboCare Services may be provided from the country from where the DroboCare Services product is shipped. Service options, parts availability and response times will vary according to country. You may be responsible for shipping and handling charges if the Product which is the subject of the DroboCare Services cannot be serviced in the country it is in. Drobo may require that You furnish proof of purchase details and/or comply with registration requirements before receiving any portion of DroboCare Services.

**B. REGISTRATION.** Provision of DroboCare Services is contingent upon prompt registration, and verification of Your DroboCare Services entitlement by Drobo. If You purchase DroboCare Services online through the [www.drobostore.com](http://www.drobostore.com) website, Drobo will register You. If You purchase DroboCare Services through a method other than online through the [www.drobostore.com](http://www.drobostore.com) website, You must register for DroboCare Services within thirty (30) days of purchase of DroboCare Services. Registration instructions are included in the DroboCare Services packaging. You will receive confirmation of registration, and are advised to review such confirmation, and promptly contact the Drobo party from whom DroboCare Services was purchased in the event of any questions.

## C. ACCESSING DROBOCARE SERVICES.

- C.1 Product Repair. Subject to the terms and conditions herein, if a Product defect arises and a valid claim is received within the DroboCare Term Drobo will, at its option, either: (1) repair the hardware defect at no charge, using new or refurbished replacement parts; or (2) replace the Product with a Product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original Product; or (3) refund the purchase price of the Product, provided the Product for which the refund is provided is received by Drobo in accordance with the instructions provided. All Products and parts thereto that are replaced or for which a refund is issued as part of DroboCare Services become Drobo's property.
- C.2 Product Repair Process. In the event the Product is defective, You may contact Drobo via its website or by telephone (see [www.drobo.com/support](http://www.drobo.com/support) for telephone numbers). You are required to provide Your Product serial number, date of Product purchase, date of DroboCare Services purchase, if applicable, description of the performance of the Product, and any other information reasonably requested by Drobo, and follow instructions reasonably given by Drobo.

No Product may be returned directly to Drobo without first contacting Drobo (see [www.drobo.com/support](http://www.drobo.com/support) for telephone numbers) for a Return Material Authorization ("RMA") number. If it is determined that the Product may be defective and it is necessary for it to be returned, You will be given an RMA number and instructions for Product return. An unauthorized return, i.e. one for which an RMA number has not been issued and/or one that does not conform to the instructions given for Product return, will be returned to You at Your expense. Telephone numbers and details how to request an RMA are at <http://www.drobo.com/support/contact-support.php>. In the event the Product is to be repaired or replaced, upon issuance of the RMA number, Drobo will Advance Ship to You a replacement Product and You agree to promptly return Your Product at issue within seven (7) days of issuance of the RMA number. In the event Drobo does not receive the Product for which You were issued an RMA and a replacement Product within such seven (7) days, You agree that, notwithstanding anything to the contrary: (a) Your DroboCare Term will immediately be terminated and end; and (b) You shall not be entitled to, nor shall you receive, a refund or a credit of any kind for any pre-paid DroboCare fees; and (c) such termination is fair payment for the replacement Product. "**Advance Ship**" means, if the RMA is issued: (i) before 1 pm local time, ship the same day; or (ii) after 1 pm local time, ship the next business day; for express delivery.

- C.3 Technical Support. During the applicable DroboCare Term, You are entitled to access Drobo's online help resources [in English] to address any question about the Product ("**Online Help Resources**"). If the Online Help Resources do not address the support issue, You are entitled to request technical Product support 24 hours per day, 365 days per year, excluding local holidays: (i) online at [www.drobo.com/support](http://www.drobo.com/support); or (ii) by calling Technical Support. (telephone numbers listed at [www.drobo.com/support](http://www.drobo.com/support)). Local holidays are posted at [www.drobo.com/support](http://www.drobo.com/support), and are based on the area from which technical support is provided.

## D. IMPORTANT EXCLUSIONS AND LIMITATIONS.

- D.1 We don't manufacture the data drives on which Your data and content is stored, and so we are not responsible under these DroboCare Services Terms and Conditions for any issues, including defects and performance problems, in those drives. When You return Products to us under these DroboCare Services Terms and Conditions, You must take the drives out of the Product first because problems with a drive should be dealt with under the warranty provided by its manufacturer, including where even if the drive is bought together with a Product. Please note the instruction manuals' warnings including the advice not to turn Your Product off whilst data is being copied across drives ('relayout') as You risk losing data. **For these reasons, we do not accept any responsibility under these DroboCare Services Terms and Conditions for any data, including any lost or corrupted data, no matter how and why this may occur.**
- D.2 Back-ups: You should make daily backup copies of the data and programs contained on the Product's hard drive to protect Your data and as a precaution against possible operational failures and/or delays. Before You deliver Your Product for service, it is Your responsibility to keep a separate backup copy of the system software, application software and data, and disable any security passwords. You will be responsible for reinstalling all such software, data and passwords.

D.3 DroboCare Services are not provided for hardware or equipment that is not a Product (see “What this document is about” above), including, without limitation, any third party hardware products or any software, even if packaged or sold with Drobo hardware. Manufacturers, suppliers, or publishers other than Drobo may provide their own warranties to the end-user purchaser, but Drobo, to the extent permitted by law, provides such manufacturers' products “as is”. Software distributed by Drobo with or without the Drobo brand name (including, but not limited to system software) is not covered under DroboCare Services. Refer to the licensing agreement accompanying the software for details of rights with respect to its use. Drobo does not warrant that the operation of the Product will be uninterrupted or error-free. Drobo is not responsible for damage arising from failure to follow instructions relating to the Product’s use and/or storage.

D.4 DroboCare Services do not cover: (a) damage caused by use with equipment, hardware or software that is not a Product (see “What this document is about” above); (b) damage caused by accident, abuse, or misuse; (c) damages caused by operating the Product outside the permitted or intended uses described by Drobo; (d) damages caused by service (including upgrades and expansions) performed by a party other than an authorized representative of Drobo or a Drobo Authorized Reseller; (e) Product or portions thereof that have been modified to significantly alter functionality or capability without the written permission of Drobo; (f) damage caused by flood, fire, earthquake or other external causes; (g) Products upon which the Drobo serial number or the sticker placed on the Product that reads "Warranty void if removed", or portion thereof, has been removed, altered or defaced; (h) service necessary to comply with the regulations of any government body or agency arising after the date of retail purchase by You; (i) Product that is lost or stolen, or is otherwise not received by Drobo in its entirety; (j) damage caused by normal wear and tear, and by normal aging, including, without limitation, cosmetic damage; or (k) preventative maintenance on the Products.

D.5 **Consumer users**

Where You have bought the DroboCare Services for Product that is used primarily for domestic, and non-commercial, trade, business or professional use, the following limitation on Drobo’s liability under these DroboCare Services Terms and Conditions apply:

DROBO IS NOT RESPONSIBLE FOR ANY BUSINESS- LOSS OR DAMAGE (SUCH AS LOSS OF PROFIT) OR FOR ANY LOSS THAT IS NOT A REASONABLY FORSEEABLE CONSEQUENCE OF YOUR USE OF THE DROBOCARE SERVICES. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, TO FRAUD, AND PRODUCT LIABILITY CLAIMS WHERE DROBOCARE SERVICES ARE UNSAFE.

D.6 **Business users**

Where You have bought the DroboCare Services for Product that is used primarily for trade, business or professional use, the following limitation on Drobo's liability under these DroboCare Services Terms and Conditions apply:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DROBOCARE SERVICES WILL BE PROVIDED IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY PRACTICES, AND IS PROVIDED WITHOUT ANY OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED, AND DROBO SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND THOSE AGAINST HIDDEN OR LATENT DEFECTS. IF DROBO CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES AND CONDITIONS, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE PERIOD IN WHICH THE DROBOCARE SERVICES ARE PROVIDED, AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY DROBO IN ITS SOLE DISCRETION. No Drobo reseller, agent, or employee is authorized to make any modification, extension, or addition to DroboCare Services or any portion thereof on behalf of Drobo.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DROBO AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF DROBO'S OBLIGATIONS PURSUANT TO THESE DROBOCARE SERVICES, OR DROBO ACTIONS OR INACTIONS RELATED TO THESE DROBOCARE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF USE; 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 INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH THE PRODUCT(S) AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT(S). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF DROBO AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU ARISING UNDER THESE DROBOCARE SERVICES SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THESE DROBOCARE SERVICES. DROBO DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER DROBOCARE SERVICES OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

**E. CONSUMER PROTECTION LAWS.** FOR CONSUMERS WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY DROBOCARE SERVICES ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. These DroboCare Services Terms and Conditions give You specific legal rights, and You may also have other rights that vary by country, state or province. DroboCare Services is governed by and construed under the laws of the country in which the product purchase took place.

**F. GENERAL INFORMATION.** These DroboCare Services Terms and Conditions shall be, in all respects, governed by and construed under the laws of California, without regard to its conflict of laws provisions, and the parties submit to the exclusive jurisdiction of the courts of Santa Clara County, California. The information contained herein is subject to change without notice. Nothing herein should be construed as constituting an additional warranty. Drobo shall not be liable for technical or editorial errors or omissions contained herein. You may return DroboCare Services to the point of purchase within thirty (30) days of purchase at Your expense.

**G. SPECIFIC COUNTRY VARIATIONS.** To the extent these specific country variations conflict with the above terms, these specific country variations shall apply.

#### **G.1 RESIDENTS OF THE UNITED KINGDOM**

Where You have bought the Product primarily for domestic and non-commercial use, You have the right to cancel the DroboCare Services You have bought that have an initial duration of more than one year:

1. within the first 50 days of the date You first purchase DroboCare Services. Provided You have not made a claim under DroboCare prior to cancellation, we will refund the price You have paid for DroboCare Services in full.
2. at any time whilst DroboCare Services are in place, and we will refund You the price of the DroboCare Services for the remainder of the DroboCare term, calculated on a monthly basis. So we would take the total price You paid for DroboCare Services You have cancelled, divide it by the total number of months You originally signed up for. That would give us a monthly price, which we would multiply by the number of complete months from the date You tell us You want to cancel until the end of the initial term, and that would give us Your refund entitlement.

Please note You cannot terminate DroboCare Services bought that have an initial duration of one year or less.

## G.2 RESIDENTS OF THE FEDERAL REPUBLIC OF GERMANY

1. In the event You have bought the DroboCare Services online, by phone or by mail order and for a purpose other than Your trade, business or profession, You have the right to cancel DroboCare Services You bought under the following conditions:

Right of revocation: You can revoke in text form (e.g. letter, fax, e-mail) Your contractual acceptance to the DroboCare Services within 14 days of purchase ("Revocation Period") without providing any reason. The Revocation Period begins with the receipt of these instructions in text form, however, not before the conclusion of the contract for the DroboCare Services and also not before Drobo or its authorized reseller ("Seller") has fulfilled its obligations: (i) to provide information pursuant to Article 246 Sec. 2 in connection with Sec. 1 Para. 1 and 2 EGBGB [Introductory Act to the German Civil Code] and (ii) pursuant to Sec. 312e Para. 1 Clause 1 BGB [German Civil Code] in connection with Article 246 Sec. 3 EGBGB. The revocation notice is to be addressed to:

Digital River International Sarl, 9b, Boulevard du Prince Henri , L-1724 Luxemburg, Luxemburg  
FAX: +352 26738889  
E-MAIL: cancellation\_eu@digitalriver.com

Consequences of Revocation: In the event of valid cancellation of Your DroboCare Services, payment received by Seller and any benefits gained (e.g. interest) by You must be returned. If You are not able to return the DroboCare Services to us in full or in part or only in a deteriorated state, You are, if applicable, required to reimburse the value of the DroboCare Services for such term to Seller. Obligations to reimburse payments must be fulfilled within 30 days. For You, the period begins with the sending of the revocation notice to Drobo or the shipping of the DroboCare Services to Seller, with the DroboCare Services receipt.

Your right of revocation expires before the end of the Revocation Period, if the contract is, upon Your explicit demand, fulfilled completely, by both parties, prior to Your exercise of Your right of revocation.

End of the notice on right of revocation

2. In regard of exclusions and limitations the following provisions apply with respect to both consumer and business users:

Drobo does not manufacture the data drives on which Your data and content is stored, and so Drobo is not responsible under these DroboCare Services Terms and Conditions for any issues, including defects and performance problems, in those drives. When You return Products to us under these DroboCare Services, You must take the drives out of the Product first because problems with a drive should be exclusively dealt with under the warranty provided by its manufacturer. Accordingly, the scope of DroboCare Services does neither cover any damages resulting from a loss of data nor any consequential or indirect damages or loss of profits.

Under these DroboCare Service Terms and Conditions the following limitation of liability applies:

Drobo is liable for damages only in the event Seller has acted by intent or gross negligence. In addition, Drobo is only liable to the amount of the typically foreseeable damages as far as the damage is referring to the breach of a contractual core duty caused by slight negligence. Contractual core duties abstractly are such duties whose accomplishment enables proper fulfillment of the contract in the first place and whose fulfillment a contractual party regularly may rely on. For other damages caused by slight negligence, liability is excluded.

Likewise, without prejudice to intentional breaches, Drobo is not liable for damages resulting from services provided by a party other than Drobo or the Seller.