

# Limited Warranty

## What does this limited warranty cover?

This NVIDIA limited warranty covers your SHIELD™ hardware product, along with any accessories received with the hardware product, ("Warranted Product") under normal use conditions for manufacturing defects or hardware component failures in your Warranted Product that is still within warranty. Accessories sold separately are covered by the applicable warranty accompanying the accessory. This warranty is for the original owner only and is therefore non-transferable, non-assignable and is voided when the Warranted Product is transferred to another party.

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

NOTE: This agreement contains a binding individual arbitration and class action/jury trial waiver provision that affects your rights under this agreement. You have the right to opt out of the binding arbitration and class action waiver provisions as described herein.

## For how long?

This NVIDIA warranty applies for one (1) year from the date of purchase of your new Warranted Product ("Warranty Period").

## What will NVIDIA do?

NVIDIA will repair, or if repair is not reasonably possible, replace your defective Warranted Product. Replacement parts and/or products may include new or refurbished parts or products and are warranted only until the expiration of the original Warranty Period.

## What does this warranty not cover?

NVIDIA does not guarantee that the operation of the Warranted Product will be uninterrupted or error free. NVIDIA is not responsible for any interoperability or compatibility issues that may arise when (a) products, software, or options not supported by NVIDIA are used; (b) configurations not supported, provided or approved by NVIDIA are used; (c) parts intended for one system are installed in another system of different make or model. NVIDIA will have no warranty obligation with respect to the following: (a) Warranted Product hardware that has no defects in materials or workmanship, (b) software, games or applications, (c) cosmetic damage; (d) normal wear and tear; (e) expendable or consumable parts; (f) defects or damage to the Warranted Product arising

from or related to: (1) any modifications, alterations, tampering, repair, or servicing by any party other than NVIDIA or its authorized representatives; (2) handling, transit, storage, installation, testing, maintenance, or use not in accordance with the Warranted Product documentation; (3) abuse, negligence, neglect, accidents, or misuse; (4) third party software or viruses; or software loss or data loss that may occur during repair or replacement; (5) fire or spillage of food or liquid, external electrical fault, or any acts of God (such as, but not limited to, lightning), or any other external factor.

NVIDIA is not responsible for damage to or loss of any programs, data, or removable storage MEDIA. NVIDIA is not responsible for the restoration or reinstallation of any programs or data other than software installed by NVIDIA when the product is manufactured.

Before returning any Warranted Product for service, it is recommended that you back up data and remove any confidential, proprietary, or personal information.

## **What to do if you have a problem?**

If you are experiencing a problem, or if you believe that your product is defective, please contact the NVIDIA Customer Care team. We will help you troubleshoot your issue and process a replacement if it is found to be defective. NVIDIA Customer Care can be reached [here](#), where you can search our knowledgebase for solutions to common problems or interact with our staff via the "Ask a Question" or "Live Chat" tabs.

## **Limitations of warranty**

This limited warranty applies only to the original purchases of the Warranted Products from a retailer, mail order operation, or on-line retail store; this warranty will not extend to any person that acquires a Warranted Product on a used basis.

Your exclusive remedy, and NVIDIA's sole obligation and liability with respect to any defective product, is limited to the repair or replacement of such product as described in this warranty. NVIDIA may, at its sole discretion, use new or refurbished parts or units to meet the conditions of the warranty.

## **Disclaimer of warranty**

Except as expressly provided herein and to the maximum extent permitted by applicable law, NVIDIA disclaims all other warranties with respect to the product, whether express, implied, statutory or otherwise, including without limitation, satisfactory quality, course of dealing, trade usage or practice or the warranties of merchantability, fitness for a particular purpose, title, or non-infringement of third party rights.

Federal law, some states, provinces and other jurisdictions do not allow exclusions of certain implied warranties. Some states, provinces and other jurisdictions do not allow

limitations on how long an implied warranty lasts, so some of the above limitations may not apply to you.

## **Limitation of liability**

In no event shall NVIDIA be liable for indirect, incidental, special, exemplary, punitive, or consequential damages of any nature including, but not limited to, loss of profits, data, revenue, production, or use, business interruption, or procurement of substitute goods or services arising out of or in connection with this limited warranty, or the use or performance of any product, whether based on contract or tort, including negligence, or any other legal theory, even if NVIDIA has been advised of the possibility of such damages. NVIDIA's total aggregate liability for damages of any nature, regardless of form of action, shall in no event exceed the amount paid by you to NVIDIA for the product upon which liability is based. Some states and jurisdictions do not allow for the exclusion or limitation of incidental or consequential damages, so this limitation and exclusion may not apply to you.

Without limiting the generality of the above disclaimers, NVIDIA does not warrant any software products under these terms and conditions. Warranties, if any, for software are contained in the applicable license agreement which accompanies the warranted products.

NVIDIA reserves the right to unilaterally change its warranties at any time, in its sole discretion without prior notice. If material changes are made they will be posted at [www.nvidia.com/warranty](http://www.nvidia.com/warranty). Your continued use of the warranted product will signify your acceptance of these changes. If you do not accept material changes to the agreement, contact NVIDIA to terminate this agreement and any corresponding account(s).

## **Governing law and your rights**

This warranty gives you specific legal rights. You may also have other rights which vary from state to state, and jurisdiction to jurisdiction. You hereby agree to all terms of this warranty in the English language. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this warranty and is strictly excluded. This warranty and all disputes that may arise from it arise out of the sale of a product in interstate commerce and shall be governed by the Federal Arbitration Act, in addition to the internal substantive laws of the State of California, without respect to its conflict of laws principles. You agree to submit to the personal jurisdiction of the federal and state courts located in Santa Clara County, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below.

## **Binding arbitration and class action/jury trial waiver**

Arbitration. For any dispute with NVIDIA, you agree to first contact us by U.S. Mail at NVIDIA Corporation, ATTN: SHIELD-Legal, 2701 San Tomas Expressway, Santa Clara, California, 95050 and attempt to resolve the dispute with us informally by providing your name, address and contact information and describing the nature of the dispute. In the unlikely event that NVIDIA has not been able to resolve a dispute it has with you within 60 days of your original informal claim (or sooner if, in NVIDIA's opinion, a dispute is not likely to be resolved within 60 days), we each agree to resolve any claim, dispute, or controversy (excluding any NVIDIA claims for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration before an arbitrator from Judicial Mediation and Arbitration Services ("JAMS") located in Santa Clara County, California under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com) and will require you to pay an initial filing fee of \$250.00 (unless you successfully apply for a waiver of this fee from JAMS). All other JAMS costs associated with the arbitration will be borne by NVIDIA. The arbitration will be conducted in Santa Clara County, California (or the nearest JAMS Office to Santa Clara County), unless you request an in-person hearing where you live or you and NVIDIA agree otherwise. The award rendered by the arbitrator may include your costs of arbitration, your reasonable attorneys' fees and your reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Further, in the event that the arbitrator makes an award in your favor greater than NVIDIA's last written offer, NVIDIA will pay you the greater of the award or \$500, plus your reasonable attorney's fees, if any, and reimburse any reasonable expenses (including reasonable expert witness fees and costs) that are reasonably accrued for investigating, preparing, and pursuing your claim in arbitration, as determined by the arbitrator or agreed to by you and NVIDIA. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of that party's data security, Intellectual Property Rights, or other proprietary rights. You may sue under state law in a small claims court of competent jurisdiction without first engaging in arbitration, but you must engage in arbitration before suing under the Federal Magnuson-Moss Act.

**Class Action & Jury Trial Waiver.** All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. This waiver applies to class arbitration unless such arbitration is necessary to effectuate the enforcement of the court class action waiver or in the event that class arbitration is expressly agreed to by NVIDIA. You agree that, by entering into this agreement, you and NVIDIA are each waiving the right to a trial by jury or to participate in a class action.

**Right to Opt Out.** You may opt out of the foregoing arbitration and class action/jury trial waiver provision of this agreement by notifying NVIDIA in writing within 30 days of purchase. Such written notification must be sent to ATTN: SHIELD-LEGAL, 2701 San Tomas Expressway, Santa Clara, California, 95050 and must include (1) your name, (2) your address, (3) your warranted product's serial and part number, and (4) a clear statement indicating that you do not wish to resolve disputes through arbitration and demonstrating compliance with the 30 day time limit to opt out.

**Severability.** If any clause herein is found to be illegal or unenforceable, that clause will be severed from this agreement and the remainder of the agreement will be given full force and effect. As noted above, if a class action waiver of both court and arbitration class actions is found unenforceable, class arbitration will be expressly allowed under the agreement.