



Terms of Use  
IREX Digital Reader 800SG

## TERMS AND CONDITIONS

### AVOID DAMAGE OR MALFUNCTION:

- When setting up and using the IREX DR800SG (the “Device”), refer to the Quick Start Guide and the User Manual, and follow the instructions and heed all warnings about the Device.
- Avoid using the Device in temperatures below 5°C/41°F or above 35°C/95°F. The Device can be stored in temperatures ranging from -10°C/14°F to 45°C/113°F. Battery life may be shortened in low temperature conditions.
- Do not expose the Device to excessive heat caused by heating equipment or direct sunlight. Use a protective cover to shield the Device from the sun.
- Do not drop the Device or allow objects to fall on the Device.
- Do not allow the Device to be submerged in water.
- Do not expose the Device to water, extreme humidity, or liquids of any kind. Damage caused by moisture is not covered by warranty. It is also advised to avoid exposure to dust and sand as much as possible.
- Do not use any cleaning agents as they may harm the Device. Only use a soft, damp, lint free cloth to clean the Device. Make sure the Device is unplugged while cleaning and avoid getting moisture into openings.

Back up your files. Ensure that you retain the original files you have downloaded to your Device. IREX Technologies, BV (“IREX”) is not responsible for any loss of data if the Device becomes damaged or not readable / legible, or if data is lost during any scheduled repair by an authorized service representative.

**Warning:** Electrical equipment can be hazardous if misused. Operation of this product, or similar products, must always be supervised by an adult. Do not allow children access to the interior of any electrical product and do not permit them to handle any cables. The Device contains sensitive components including a rechargeable battery. Prevent damage by making sure you do not drop, bend or crush the Device.

### BATTERY SAFETY

The Device uses a rechargeable Lithium Ion battery to power it. The

battery is charged by connecting the Device to a power source using the included USB cable.

- Do not expose the battery to fire or direct sunlight.
- Do not attempt to open or alter the battery, and avoid scratching or puncturing the outer seal of the battery.
- Do not dispose of the battery with household waste.
- Keep the battery out of reach of children.

## **MODIFICATIONS AND PROFESSIONAL CARE**

Never pry open the Device case, modify, or attempt to repair the Device. Opening the Device case will void any warranty and release the manufacturer from all responsibilities. If you feel your Device is defective, please follow the steps outlined in Obtaining Warranty Care.

## **BE RESPONSIBLE! RESPECT COPYRIGHTS**

IREX respects the intellectual property of others, and asks users of the Device to do the same. Multimedia content on the Internet may have been created and/or distributed without the original copyright owner's authorization. Copying or distributing unauthorized content may violate copyright laws in various countries including yours. Compliance with copyright laws remains your responsibility.

Unauthorized duplication of any copy-protected digital content, whether downloaded from the Internet or via a mobile wireless network, is a violation of copyright laws and international treaties.

The Device is intended for use with public domain or properly licensed content and personal documents. You must respect copyright instructions provided by the copyright owner of the work. Such instruction may state that no further copies shall be made.

## **RECYCLING THE DEVICE**

The Device is designed and manufactured with high quality materials and components, which can be recycled and reused. Never dispose of the device with other household waste. Please join IREX in conserving natural resources and protecting the environment by recycling the Device when it has reached the end of its life cycle. You can contact your local authorities for information about laws

and regulations regarding the proper disposal of this device. The correct disposal of your old device helps prevent potentially negative consequences on the environment and human health.

Please inform yourself about the local rules on separate collection of batteries. The correct disposal of batteries helps prevent potentially negative consequences on the environment and human health.

## **WIRELESS CONNECTIVITY**

IREX provides wireless connectivity free of charge to you for certain content shopping and downloading services on your Device. You may be charged a fee for wireless connectivity for your personal use of other wireless services on your Device. IREX reserves the right to discontinue wireless connectivity at any time or to otherwise change the terms for wireless connectivity at any time, including, but not limited to (a) limiting the number and size of the data files that may be transferred using wireless connectivity and (b) changing the amount and terms applicable for wireless connectivity charges.

You acknowledge that if your Device is located in any area without applicable wireless connectivity, you may not be able to use some or all elements of the wireless services. IREX is not responsible for unavailability of wireless service or any interruptions of wireless connectivity. Wireless connectivity is only available in the country where the product is intended to be sold.

You agree you will use the wireless connectivity provided by IREX only in connection with the services and software IREX provides with and for the Device. You may not use the Device and/or wireless connectivity capabilities for any other purpose – such as a modem for a peripheral device.

## **SAFETY AND COMPLIANCE INFORMATION**

### **WIRELESS SAFETY**

Do not use the Device in any area in which wireless use is prohibited or where it may cause interference. Generally, you should not use the Device in any area where you are not permitted to use a cellular telephone. For example, the US FAA prohibits the use of wireless service while flying and during certain other situations to prevent interference with aircraft navigational systems. Please follow the

crew member instructions regarding the use of the wireless service. Note that once a crew member has informed you that electronic devices are permitted, you can use the Device for reading so long as the wireless component remains turned off. Note: The Device can be switched to “airplane” mode which deactivates the wireless device, please refer to the user manual for specific instructions on this feature.

## **OTHER ELECTRONIC DEVICES/ INTERFERENCE**

Active mobile phones in the vicinity may cause interference with the Device. The Device generates uses and emits radio frequency (RF) energy. It may cause interference with radio, communications and other electronic equipment if not used properly. Most electronic equipment in use today is protected from RF signal interference; however, if such equipment is not installed properly or does not have the proper RF shields in place, it may be adversely affected by RF signals. Such equipment includes computer operating systems, entertainment systems and personal medical devices, such as pacemakers. You should check with the manufacturer or, in the case of personal medical devices, with your physician, to determine whether they contain adequate protection against externally generated RF signals.

Keep in mind that there are some locations where RF signals may cause danger, such as hospitals or other health care facilities. Please turn off the wireless capability in the Device in any facility where posted notices so require.

## **FCC COMPLIANCE**

This Device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this Device may not cause harmful interference; and (2) this device must accept any interference received, including interference that may cause undesired operation.

This Device meets the FCC Radio Frequency Emission Guidelines and is certified with the FCC as FCC ID Number: NCMOM00491-I.

This Device has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful

interference in a residential installation. However, there is no guarantee that interference will not occur in a specific installation. You can determine whether the Device is causing interference with your radio or television by turning the Device on and off. Interference with home electronic equipment may be corrected by taking one or more of the following steps:

- (a) Reorient or relocate the receiving antenna for a television or radio;
- (b) Increase the distance between the Device and the affected television or radio;
- (c) Connect the equipment into an outlet on a different circuit from that to which the receiver is connected; or
- (d) Consult the dealer or an experienced television or radio technician for help.

**Important:** Changes or modifications to the Device not authorized by IREX could void the Device's compliance with the applicable FCC requirements and negate your authority to use the Device.

**Responsible Party** (contact for FCC matters only):

Corporate Compliance  
IREX Technologies, B.V.  
High Tech Campus 9  
5656 AE Eindhoven  
The Netherlands

Copy:

Corporate Compliance, IREX Technologies, B.V.  
c/o LeClair Ryan, P.C.  
888 S. Figueroa Street, Suite 1800  
Los Angeles, CA 90017

When turned on, the Device may receive and emit RF energy. The Device has been tested and meets the U.S. government's standards for exposure to RF energy. The Device is designed and manufactured to comply with the limits for exposure to RF energy set by the FCC. This exposure standard employs a unit of measurement known as the specific absorption rate (SAR). Tests for SAR are conducted using standard operating positions accepted by the FCC with the device transmitting at its highest certified power level in all tested frequency bands.

Although the SAR is determined at the highest certified power level,

the actual SAR level of the Device while operating may fall well below the maximum level. This is because the Device is designed to operate at multiple power levels so as to use only the power required to reach the network. In general, the closer you are to a wireless base-station antenna, the lower the power output. The measured SAR value for this model of the Device is below the limit as stated by the FCC.

The FCC has granted an Equipment Authorization for this Device with all reported SAR levels evaluated as in compliance with the FCC RF exposure guidelines. SAR information on this Device is on file with the FCC and can be found under the Display Grant section of <http://www.fcc.gov/oet/ea> after searching on FCC ID: NCMOM00491-I.

## **LIMITED WARRANTY COVERAGE**

IREX warranty obligations for the Device are limited to the terms set forth below:

IREX warrants the Device against defects in material and workmanship under normal use for a period of one (1) year from the date of original purchase by the original end-user purchaser (“Warranty Period”).

If a defect arises and a valid claim is received by IREX within the Warranty Period, at its option and to the extent permitted by law, IREX will (1) repair the Device at no charge, using new or refurbished replacement parts, (2) replace the Device with a comparable 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.

IREX warrants replacement products or parts provided under this warranty against defects in materials and workmanship from the date of the replacement or repair for ninety (90) days or for the remaining portion of the original Device’s warranty, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes IREX’s property.

Damage and defects that are not the direct result of shipping or manufacturing, prior to reaching the end user, as determined by

IREX, will not be covered by the warranty. The display screen of this device is made from glass and can be scratched or broken if mistreated. Any damage to the display screen as a result of misuse, abuse, excessive pressure which can cause burst ink capsules, improper storage, or careless handling is not covered by the warranty. Further, the electronic pen used with the Device, particularly the tip, can be damaged if dropped or misused. Any damage caused by fire, accident, or unauthorized alterations to the device is not covered by the warranty.

### **Exclusions and Limitations**

The above warranty applies only to this hardware product manufactured by or for IREX that can be identified by the “IREX” trademark, trade name or logo affixed to it. This warranty does not apply to any non-IREX hardware product or any software (whether or not it is IREX software, including but not limited to the system software), even if packaged or sold with IREX hardware. Suppliers other than IREX may provide their own warranties to the end user purchaser which does not contradict your rights towards IREX. Software distributed by IREX with or without the IREX brand name (including, without limitation, the system software) is not covered under this warranty. Refer to the software license accompanying the software for details on your rights with respect to its use.

IREX is not liable for any damage to or loss of any programs, data, or other information stored on any media contained within the Device, or any non-IREX product or part not covered by this warranty. Recovery or reinstallation of the software, applications, data or other information is not covered under this warranty.

This warranty does not apply: (a) to damage caused by accidents, fire, abuse, excessive display screen pressure, misuse, misapplication, opening the Device case, or non-IREX products; (b) to damage caused by servicing or alterations not authorized by IREX; (c) to damage due to usage that is not in accordance with the Device instructions; (d) to damage due to failure to perform preventive maintenance; (e) to a product or a part that has been modified without the written permission of IREX; or (f) to Devices with missing or altered Product number or Serial number.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE YOUR EXCLUSIVE REMEDY AND IREX'S ENTIRE LIABILITY IN THE EVENT OF ANY FAILURE OR DEFECT



IN CONNECTION WITH THE DEVICE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. IREX SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, AND WARRANTIES OF ACCURACY, QUIET ENJOYMENT AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. IF IREX CANNOT LAWFULLY DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN TO THE EXTENT POSSIBLE ANY CLAIMS UNDER SUCH IMPLIED WARRANTIES SHALL EXPIRE ON EXPIRATION OF THE WARRANTY PERIOD.

No IREX reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IREX IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING ANY COSTS OF RECOVERING OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE IREX DEVICE, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE DEVICE. IREX SPECIFICALLY DOES NOT REPRESENT THAT IT WILL BE ABLE TO REPAIR ANY DEVICE UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA. IN ANY EVENT, THE MAXIMUM LIABILITY OF IREX TOWARDS YOU IS EQUAL TO THE SELLING PRICE OF THE DEVICE, EXCEPT WHERE DAMAGES ARE THE RESULT OF INTENTIONAL OR MATERIALLY NEGLIGENT ACTS OR OMISSIONS OF IREX.

This limited warranty gives you specific legal rights, and you may have other rights which vary from state to state.

## **Consumer Protection Laws**

FOR CONSUMERS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH CONSUMER PROTECTION LAWS AND REGULATIONS MAY BE LIMITED, IREX'S LIABILITY IS LIMITED, AT ITS SOLE OPTION TO REPLACEMENT OR REPAIR OF THE DEVICE OR SUPPLY OF THE REPAIR SERVICE AGAIN.

### **Obtaining Warranty Service**

Before seeking warranty service, please review the online help resources available at [www.irexdigitalreader.com/support](http://www.irexdigitalreader.com/support), or contact the Technical Support center either by creating a support case at [www.irexdigitalreader.com/support](http://www.irexdigitalreader.com/support) or calling US only: 1-877-259-IREX (4739) and outside of the US: 1-805-539-1739. If the Device is still not functioning properly after making use of these resources, please contact the retailer where you purchased the Device for warranty or service related support or contact the Technical Support center for warranty related information.

If you contact IREX directly for warranty service and IREX provides such service directly, IREX may either (1) send you packaging materials and prepaid way bills to enable you to ship the product to the IREX repair center location for service or (2) send you a new or refurbished product ("replacement service"). Upon receipt of the replacement product or part, the original product or part becomes property of IREX and you agree to follow instructions, including, if required, arranging the return of original product or part to IREX in a timely manner. When providing replacement service requiring the return of the original product or part, IREX may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you follow instructions, IREX will cancel the credit card authorization, so you will not be charged for the product or part and shipping costs. If you fail to return the replaced product or part as instructed, IREX will charge the credit card for the authorized amount.

Service options, parts availability and response times may vary according to the country in which service is requested. Service

options are subject to change at any time. If you seek service in a country that is not the country of purchase, you will comply with all applicable export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges if the product cannot be serviced in the country in which service is requested. For international service, IREX may repair or exchange defective products and parts with comparable products and parts that comply with local standards. In accordance with applicable law, IREX may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service.

Before you ship the Device for warranty service it is your responsibility to back up the data on the internal memory of the Device and remove any confidential, proprietary, or personal information and the Micro SD Card. THE CONTENT ON THE DEVICE WILL BE REFORMATTED IN THE COURSE OF WARRANTY SERVICE AND IREX AND ITS AGENTS ARE NOT RESPONSIBLE FOR ANY OF YOUR CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION; LOST OR CORRUPTED DATA; OR DAMAGED OR LOST REMOVABLE MEDIA. Factory refurbished product will be returned to you configured as originally purchased, subject to applicable updates. You will be responsible for reinstalling all other software and data. Recovery and reinstallation of software and user data are not covered under this warranty.

## **SOFTWARE**

The Device is provided with certain software which is licensed to you in accordance with the End User License Agreement provided below.

THIS END USER LICENSE AGREEMENT (“THIS AGREEMENT”) IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR ENTITY) AND IREX TECHNOLOGIES B.V. A DUTCH LIMITED LIABILITY COMPANY, WITH ITS PRINCIPAL OFFICE AT HIGH TECH CAMPUS, 5656 AE EINDHOVEN, THE NETHERLANDS (“IREX”). THIS AGREEMENT GIVES YOU THE RIGHT TO USE CERTAIN SOFTWARE INCLUDING USER DOCUMENTATION IN ELECTRONIC FORM WHICH MAY HAVE BEEN PROVIDED SEPARATELY OR TOGETHER WITH AN IREX PRODUCT

(THE “DEVICE”) OR A PC. BY DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE, YOU ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT DOWNLOAD, INSTALL, OR OTHERWISE USE THE SOFTWARE.

## **Grant of License**

**Definitions.** The following terms apply to the Device and to (a) all software (and the media on which such software is distributed) of IREX or third parties that is pre-installed on the Device at time of purchase or that IREX provides as updates/upgrades to the pre-installed software (collectively, the “Software”), unless you agree to other terms as part of an update/upgrade process; and (b) any printed, on-line or other electronic documentation for such software (the “Documentation”). As used in this Agreement, “Software” means, collectively, the Device Software and Documentation.

This Agreement grants you a non-exclusive, nontransferable, non-sub-licensable license to install and use, on the Device one (1) copy of the specified version of the Software in object code format as set out in the user documentation solely for your personal use. The Software is “in use” when it is loaded into the temporary or permanent memory (i.e. RAM, flash memory, etc.) of the Device.

**Ownership.** The Software is licensed and not sold to you. This Agreement grants you only the right to use the Software, but you do not acquire any rights, express or implied, in the Software other than those specified in this Agreement. IREX and its licensors retain all right, title, and interest in and to the Software, including all patents, copyrights, trade secrets, and other intellectual property rights incorporated therein. The Software is protected by copyright laws, international treaty provisions, and other intellectual property laws. Therefore, other than as expressly set forth herein, you may not copy the Software without prior written authorization of IREX. You may not copy any printed materials accompanying the Software, nor print more than one (1) copy of any user documentation provided in electronic form, except that you may make one (1) copy of such printed materials for your back-up purposes only.

**Use of the Software.** You may use the Software only on the Device. You may not separate any individual component of the Software for

use on another device or computer, may not transfer it for use on another device or use it, or any portion of it, over a network and may not sell, rent, lease, lend, distribute or sublicense or otherwise assign any rights to the Software in whole or in part.

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**Use of Secure Content (DRM).** The Software may contain components of certain licensed software including software licensed from digital rights management (“DRM”) Providers which implements DRM technology for the encryption of digital content. Content providers use the DRM technology to protect the integrity of their content (“Secure Content”) so that their intellectual property, including copyrights, in such content is not misappropriated. Your Device may also use DRM software to transfer or display Secure Content (DRM Software”). If the security of such DRM Software is compromised, a DRM Provider may revoke (either on its own or upon the request of the owners of Secure Content (“Secure Content Owners”)) the DRM Software’s right to acquire new licenses to copy, store, transfer, display and/or display Secure Content. Revocation does not alter the DRM Software’s ability to display unprotected content. A list of revoked DRM Software is sent to your Device whenever you download a license for Secure Content. A DRM Provider may, in conjunction with such license, also download revocation lists onto your Device on behalf of Secure Content Owners, which may disable your Device’s ability to copy, store, transfer, and/or display Secure Content. Secure Content Owners may also require you to upgrade some of the DRM components distributed with this Software (“DRM Upgrades”) before accessing their content. When you attempt to display Secure Content, DRM Software built by a DRM Provider will notify you that a DRM Upgrade is required and then ask for your consent before the DRM

Upgrade is downloaded. DRM Software built by IREX may do the same. If you decline the upgrade, you will not be able to access Secure Content that requires the DRM Upgrade; however, you will still be able to access unprotected content and Secure Content that does not require the upgrade. DRM features that access the Internet, such as acquiring new licenses and/or performing a required DRM Upgrade, can be switched off. When these features are switched off, you will still be able to display Secure Content if you have a valid license for such content already stored on your Device. However, you will not be able to use certain of the DRM Software features that require Internet access such as the ability to download content that requires the DRM Upgrade. All title and intellectual property rights in and to the Secure Content is the property of the respective Secure Content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants you no rights to use such Secure Content. To summarize, if the Software contains DRM components - Secure Content you desire to download, copy, store, transfer, and/or display is protected by the DRM components of the Software -- Secure Content Owners, or Secure Content distributors may deny you access, or restrict your access, to Secure Content even after you have paid for, and/or obtained, it. Neither your consent nor the consent or approval of IREX is necessary for any of them to deny, withhold or otherwise restrict your access to Secure Content. IREX does not guarantee that you will be able to download, copy, store, transfer, and/or display Secure Content.

**Termination.** These Terms and Conditions shall be effective upon installation or first use of the Software (as applicable) and shall terminate (1) upon your failure to comply with any term of these Terms and Conditions; or (2) upon destruction of all copies of the Software and related materials provided to you by IREX hereunder. IREX's rights and your obligations shall survive the termination of these Terms and Conditions.

**Upgrades.** IREX may, at its sole option, make upgrades to the Software available by general posting on a website or by any other means or methods, including remote and automatic update on the Device. Such upgrades may be made available pursuant to the terms of this Agreement or the release of such upgrades to you may be subject to an updated or revised agreement.

**Support Services.** IREX is not obligated to provide technical or

other support (“Support Services”) for the Software. If IREX does provide you with Support Services, these will be governed by separate terms and conditions to be agreed upon between you and IREX.

**Limited Software Warranty.** IREX provides the Software ‘as is’ and without any warranty except that the Software will perform substantially in accordance with the documentation accompanying the Software for a period of one year after your first download, installation or use of the Software, whichever occurs first. IREX’S entire liability and your exclusive remedy for breach of this warranty shall be, at IREX’S option, either (a) return of the price paid by you for the Software (if any); or (b) repair or replacement of the Software that does not meet the warranty set forth herein and that is returned to IREX with a copy of your receipt. This limited warranty shall be void if failure of the Software has resulted from any accident, abuse, misuse or wrongful application. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. This limited warranty shall not apply to you if the Software was provided to you free of charge on an evaluation only basis. This limited warranty applies only to the Software pre-installed or otherwise provided by IREX. IREX does not warrant and expressly disclaims any and all warranties for any third party software, plug-ins, applications or other materials (collectively, “Third Party Software”), whether provided by IREX or a third party. IREX is not responsible for the operation or usability of such Third Party Software or for the impact of such Third Party Software on the operation or usability of the Device. IREX reserves the right to terminate your access to and the availability of any Third Party Software at IREX’s sole discretion.

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## **GENERAL**

**No Illegal Use and Reservation of Rights.** You may not use the Device for any illegal purpose. You understand and agree that sale of the Device and license of any associated software does not transfer to you title to or ownership of or give you exclusive rights with respect to any intellectual property rights of IREX, its licensors or its suppliers.

**Privacy.** IREX will maintain and use customer information in accordance with the IREX Privacy Policy.



**Patents.** The Device, software, processes and methods used in association with the Device may be covered by one or more patents or pending patent applications.

**Trademarks.** Certain of the Device and IREX names used in this Agreement, the Software, and the printed or Device hosted user documentation may constitute trademarks of IREX, its licensors or other third parties. You are not authorized to use any such trademarks.

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**Governing Law.** The laws of the State of Delaware, without regard to principles of conflicts of laws, govern these Terms and Conditions and any dispute of any sort that might arise between you and IREX.

**DISPUTES.** YOU UNDERSTAND AND AGREE THAT ANY DISPUTE ARISING OUT OF OR RELATING TO THE DEVICE, YOUR PURCHASE OR USE OF THE DEVICE, OR THESE TERMS AND CONDITIONS SHALL BE SUBMITTED TO CONFIDENTIAL ARBITRATION IN LOS ANGELES COUNTY, CALIFORNIA, EXCEPT THAT, TO THE EXTENT IREX, IN ITS SOLE DISCRETION, BELIEVES THAT YOU HAVE IN ANY MANNER VIOLATED OR YOU THREATEN TO VIOLATE ANY OF THE INTELLECTUAL PROPERTY RIGHTS OF IREX OR ANY OF ITS LICENSORS, OR ARBITRATION OF THE DISPUTE IS NOT PERMITTED, IREX MAY SEEK EQUITABLE OR OTHER APPROPRIATE RELIEF IN A STATE OR FEDERAL COURT LOCATED IN LOS ANGELES COUNTY, CALIFORNIA, AND YOU CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE ALL OBJECTIONS BASED ON VENUE OR FORUM NON CONVENIENS WITH RESPECT TO SUCH COURTS. THE ARBITRATOR'S AWARD SHALL BE BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATION UNDER THIS AGREEMENT SHALL BE JOINED TO AN ARBITRATION INVOLVING ANY OTHER PARTY SUBJECT TO THIS AGREEMENT, WHETHER

THROUGH CLASS ARBITRATION PROCEEDINGS, PRIVATE ATTORNEY GENERAL STATUTES OR CAPACITY, OR OTHERWISE.

**Severability.** If any term or condition set forth in these Terms and Conditions shall be deemed invalid, void or for any reason unenforceable, that part shall be deemed severable and shall not affect the validity and enforceability of any remaining term or condition.

**Amendment.** IREX reserves the right to amend any of the terms of these Terms and Conditions at any time by posting such revisions on the IREX website. Your continued use of the Device and the Software after the effective date of any such change constitutes your agreement to be bound by such amendment.

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