

Warranty and conditions (原文)

Notice

Copyright © 2020 ATOMOS AU Pty Ltd Preferred to as ATOMOS'). All rights reserved. All information in this document is subject to change without notice. No part of the document may be reproduced or transmitted in any form, or by any means, electronic or mechanical, including photocopying or recording, without the express written permission of ATOMOS. A reference to ATOMOS includes its related entities, subsidiaries and parent company.

Trademarks

ATOMOS Connect is registered trademarks of ATOMOS IP Pty Ltd. All other trademarks are the property of their respective holders.

International Hardware Limited Warranty (1 Year Standard)

ATOMOS warrants that:

- The main product, or any external accessories, will be free from defects in materials and workmanship for a period of 1 year from the date of purchase.

If during the warranty period the product is shown to be defective ATOMOS may at its option:

a) replace the goods or supply equivalent ones, b) repair the goods, c) pay the cost of replacing the goods or of acquiring equivalent ones and d) paying the cost of having the goods repaired; The customer must notify ATOMOS of any defect in the goods in writing prior to the expiry of the warranty periods set out above. The customer will be solely responsible for returning the goods to ATOMOS or its authorized distributor. Upon acceptance of a warranty claim by ATOMOS, where ATOMOS repairs or replaces the goods, it will be responsible for reasonable shipping costs incurred in sending the goods to the Customer, provided that customer is located in a country in which ATOMOS has an authorized distributor or repair center or agent.

Warranty Exclusions

This warranty applies only to defects in workmanship and does not cover defects caused by:

- A failure to comply with the then current operating instructions issued by ATOMOS;
- Neglect;
- Improper or negligent acts or omissions;
- Unauthorized repairs or attempted repairs;
- Tampering with or modification of the goods;
- Connection to incompatible equipment or power sources;
- Exposure to water or weather;
- Exposure to magnetic fields or corrosive liquids or substances;

EXCEPT AS STATED IN THIS WARRANTY, ATOMOS, IT'S VENDORS, AGENTS, RESELLERS AND DISTRIBUTORS DISCLAIM IN THEIR ENTIRETY ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES OUTLINED IN THIS WARRANTY ARE THE EXCLUSIVE REMEDY A CUSTOMER HAS ARISING FROM DEFECTIVE GOODS WHICH ARE SUBJECT TO THE WARRANTY. ATOMOS DOES NOT WARRANT THAT THE GOODS WILL OPERATE IN A MANNER WHICH IS ERROR FREE, OR UNINTERRUPTED.

Software License Agreement

IMPORTANT, PLEASE READ CAREFULLY. THIS IS A LICENSE AGREEMENT.

This ATOMOS software, related documentation, any included sample images and other files (the "Software"), is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

This End User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and ATOMOS with regard to the copyrighted South provided with this EULA.

Use of the Software provided to you by ATOMOS in whatever form or media, will constitute your acceptance of these terms, unless separate are provided by the software supplier, in which case certain additional unless separate terms case certain additional or different terms may apply. If you do not agree with the terms of this EULA, do not download, install copy or use the Software. By installing, copying or otherwise using the Software, you agree to be bound to the terms of this EULA. If you do not agree to the terms of this EULA, ATOMOS is unwilling to license the Software to you.

1. Eligible licensees. This Software is available for license solely to purchasers of the ATOMOS Connect HDMI to USB Converter, who have purchased a unit manufactured by ATOMOS and purchased through an ATOMOS authorized reseller, with no right of duplication or further distribution, licensing or sub-licensing. 2. License Grant ATOMOS grants you a personal, non-transferable and non-exclusive right to use the copy of the Software provided with this EULA. You agree you will not copy the Software except as necessary to use it with the ATOMOS Connect. You agree that you may not copy the written materials accompanying the Software. Modifying, reverse engineering, translating, renting, copying, transferring or assigning all or part of the Software or any rights granted hereunder, to any other persons or reverse engineering the hardware on which the Software runs, is strictly prohibited. The software is license, not sold. You acknowledge that no title to intellectual property in the Software is transferable to you. You further acknowledge that title and full ownership rights to the Software will remain the exclusive property of ATOMOS and/or its suppliers, and you will not acquire any rights to the Software, except as expressly set forth above. All copies of the software will contain the same proprietary notices as contained in or on the Software. All title and copyrights in and to the Software (including but not limited to any images, animations, video, audio, text incorporated), the accompanying printed materials, and any copies of the Software are owned by ATOMOS or its suppliers. 3. Reverse engineering. You agree that you will not attempt, and if you are a corporation you will use your best efforts to prevent your employees and contractors from attempting to reverse compile, derive circuits, modify, translate or disassemble the Software and/ or the ATOMOS Connect in whole or in part. Any failure to comply with the above or any other terms and conditions contained herein will result in the automatic termination of this license and the reversion of the rights granted hereunder by ATOMOS. ATOMOS reserves the right to terminate this license without prejudice to any additional recourse ATOMOS may have against you if you violate any of its terms and conditions.