



NXM CyberSafe[®] Warranty

Summary Sheet

What is a Cyber Warranty?

NXM cyber warranties enhance a manufacturer's existing limited parts & labor warranty by including anti-hacking provisions which are backed by A-Rated insurance companies.

What is hacking?

Malicious, internet-based methods to circumvent your device's factory-configured Internet communication interface in order to obtain unauthorized access, or remote control of the device for purposes of corruption, collection, confiscation, divulgence of device data; or disruption of device services.

What types of products are eligible?

NXM CyberSafe warranties are designed for internet-connected consumer devices.

Who is covered?

The consumer. NXM's warranty language is added to the OEM's warranty.

What is covered?

NXM will monitor and maintain device security as warranted during the coverage period. If the device cannot be remotely restored to a good secure state (factory settings) and NXM is at fault, the OEM may file a claim up to the maximum amount allowable, not to exceed the original purchase price.

How long does it last?

NXM CyberSafe warranties are intended to run concurrently with your existing OEM warranty and are fully transferable. Extended warranty plans may also be available.

What doesn't a CyberSafe Warranty cover?

NXM is not liable for consequential or incidental damages due to breaches, accidents, negligence, misuse, alteration or any unauthorized physical tampering of your device.

How does the consumer file a claim?

Most likely they will call the OEM directly or go online to request service. NXM can also provide customer support if required by the OEM.

What happens if a claim is found to be valid?

At the point of contact coverage will be validated and the customer asked what's wrong with the device, when did it happen, and how did it happen? Although protection and restoration can be automated, if deemed necessary, NXM will remotely restore the product to a secure state (factory settings) using the NXM software technology.

If this fails to resolve the issue, NXM will collaborate with the OEM to validate cause and determine liability.

How does the OEM file a claim?

They will work with their Administrator to arrange a replacement upon proof of cause.

What wording do I need to include in my current warranty agreement?

The OEM is required to use NXM's warranty language (see addendum). If modification is needed this must be approved by NXM's Claims Administrator or obligor (insurer).

What information do you need from the customer to process a claim?

There must be valid product details such as product serial number or unique identifier. A Third Party Administrator (TPA) and/or OEM will validate that the product was indeed shipped by the OEM and purchased. The consumer may need to show proof of purchase at time of registration. NXM will confirm the device's activation date and provide additional information as needed as a service to all parties.

When does the warranty begin?

At the time of consumer purchase.

What is your payout maximum per claim?

The maximum payout for a consumer claim is product cost plus ten (10) percent in the case of a retailer, or the product purchase price in the case of the consumer. A claim will only be paid upon evidence that NXM's software was at fault. If such proof is not provided, no such claim exists.

What if the device is not always connected to the Internet?

NXM's anti-hacking provisions cover internet-related security breaches, thus the device must be connected to the Internet to be considered compromised. Any unauthorized hardware intrusion, physical modification or tampering of a device, dependent devices, or connections thereof, voids the NXM warranty.

How do you help OEMs educate retailers on the value of the warranty?

The NXM sticker / seal should be displayed on every product. NXM also provides digital content that OEMs can add to their product training and channel sales programs.

How do people know if they are covered?

We enable customers to look up their coverage, register their product, and request service online via our Third Party Administrator (TPA) partners.

What happens after the warranty expires?

The NXM software will continue to operate as designed. However, NXM will not be obligated to restore a compromised device to a good working state nor incur any other obligations. Extended warranties may be available depending on the OEM.

Contact:

cybersafe@nxmlabs.com

NXM Limited Cyber Warranty

NXM's software technology included in your device's processor has been developed under rigid quality specifications and security controls. It is warranted by NXM (the "Company") for [Days/ Years] to be free of defects and prevent Hacking of your device under normal use and conditions. Hacking is defined herein as using malicious, Internet-based methods to circumvent your device's factory-configured Internet communication interface in order to obtain unauthorized remote access, or remote control of the device for the purposes of corruption, collection, confiscation, divulgence of device data; or disruption, or interruption of device services. Any unauthorized physical modification or tampering of your device, dependent devices, or connections thereof, shall void this warranty.

Should the NXM technology in your device appear to be defective, please contact [Subject to negotiation] [NXM] at customercare@nxmlabs.com, or the [OEM] for repair or restoration of the device.

The Company's only obligations are limited to repair or restoration of the NXM software technology and do not include any liability for damages for claims because of accidents, negligence, misuse, alteration, commercial use, or improper installation.

The warranty covers products purchased, serviced and operated within the United States and Canada. The warranty is transferable.

The warranty is in lieu of all other express or implied warranties or liabilities relative to NXM.

The Company makes no other warranties as to the merchantability or fitness for a particular purpose. Any implied warranties including but not limited to any implied warranty of merchantability or fitness for a particular use that cannot be disclaimed, shall be limited to duration of the warranty. In no case shall the Company be liable for any consequential or incidental damages whatsoever. No person or representative is authorized to assume for the Company any liability other than expressed herein in connection with the sale of this product. Some states/provinces do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damage, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state/province to state/province.

PROP 65 WARNING: Some products contain chemicals known in the State of California to cause cancer and birth defects or other reproductive harm.

For additional questions, please visit our website www.nxmlabs.com or contact us by email at customercare@nxmlabs.com