

New Era Distributing Co.

Magic TV Software Suite

LIMITED WARRANTY STATEMENT

Magic TV Software™, New Era Distributing Co. & The Teleportal Network

Magic TV Software Suite as supplied and distributed by New Era Distributing Co.™

and delivered new, in the original carton to the original purchaser, is warranted by

against manufacturing defects in materials and workmanship for a limited warranty

period of: One (1) Year. Should the original disc arrive damaged it must be returned with the hologram serial numbers

in readable condition. The replacement disc will only work for length of time of your original disc. There is a \$25.00

replacement charge for the software disc.

Note: Warranty service may be fulfilled by shipping customer-replaceable parts such as software directly to you.

What Is Not Covered by This Limited Warranty?

- Links for panel may become obsolete
- Other Software products except for obligations specified in the software program license agreement
- Routine cleaning or normal cosmetic and mechanical wear

- Damage from misuse, abuse, or neglect
- Damage from use outside the product's usage or storage parameters
- Damage from use of parts not manufactured or sold by MAGIC TV
- Damage from modification or incorporation into other products
- Damage to or loss of any programs, data, or removable storage media

This Limited Warranty applies in the United States to Software Products manufactured or distributed by New Era Distributing Co. under the Magic TV Software™ brand name.

This Limited Warranty extends only to products purchased from Magic TV or from a Magic TV authorized reseller.

This Limited Warranty also does not extend to any product that has been

damaged or rendered defective (a) as a result of accident, misuse, or abuse; (b) as a result of an act of God; (c) by operation outside the usage parameters stated in the product's Reference Guide; (d) by the use of parts not manufactured or sold by MAGIC TV; (e) by modification of the product; or (f) as a result of service by anyone other than Magic TV, a New Era Distributing Co. authorized reseller, or a

Any authorized service provider. Magic TV is not responsible for damage to or loss of any programs, data, or removable storage media.

NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MAGIC TV EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED TO THE TERMS OF THIS EXPRESS LIMITED WARRANTY.

Limitation of Remedy

MaGIC TV is not liable for any damages caused by the product or the failure of the product to perform, including any lost profits, lost savings, incidental damages, or consequential damages. Magic TV is not liable for any claim made by a third party or made by you for a third party as we host none of content you see on Magic TV Networks as they are all thrd party portals.

This limitation applies whether damages are sought, or a claim made, under this warranty or as a tort claim (including negligence and strict product liability), a contract claim, or any other claim. This limitation cannot be waived or amended by any person. This limitation of liability will be effective even if MAGIC TV or an authorized representative of MAGIC TV has been advised by you of the possibility of such damages. This limitation of liability, however,

will not apply to claims for personal injury. U.S. State Laws & International Laws

Some countries & states do not allow limitation on how long an implied warranty lasts. In such states, the limitations or exclusions of this Limited Warranty may not apply to you. Some states do not allow the exclusion or limitation in incidental or consequential damages for consumer products. In such states, the exclusion or limitation of this Limited Warranty may not apply to you. This Limited Warranty gives you specific legal rights.

You may also have other rights that may vary from state to state. You are advised to consult applicable state laws for a full determination of your rights.

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