

Technical Support,
End User License
& Warranty
Information

Parzles

# How to get Technical Support

Pazzles® Provides Technical Support for your Inspiration<sup>TM</sup> and Inspiration Studio<sup>TM</sup> software for a period of 90 days from the first time you contact Pazzles® for Technical Support. Please see "Pazzles® statement of technical support" below for additional details on what is and is not covered by Pazzles® Technical Support. Here is how to contact us:

#### By Phone:

**Toll Free, United States Customers Only** 

**1.866.PAZZLES** 

(1.866.729.9537)

**International Calls** 

1.208.922.3558

Via the Internet:

Website

WWW.PAZZLES.COM

E-mail

pazzles@pazzles.com

## Pazzles® Inspiration™ Creative Cutter® End User License Agreement

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- 5. LIMITED WARRANTIES. This AGREEMENT is subject to and hereby incorporates the Pazzles® statement of limited warranty.
- 6. TERMINATION. This AGREEMENT is effective until terminated. This AGREEMENT will terminate immediately without notice from PAZZLES if you fail to comply with any provision of this AGREEMENT. Either party may terminate this AGREEMENT immediately should any of the Software, Firmware or Hardware become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right.

- 7. EXPORT REGULATIONS. All Software, Firmware and technical data delivered under this AGREEMENT are subject to U.S. Export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.
- 8. TRADEMARKS AND LOGOS. You acknowledge and agree as between you and PAZZLES that PAZZLES owns THE INSPIRATION<sup>TM</sup> and PAZZLES trademarks and all designations ("PAZZLES Marks"). You shall not use the PAZZLES Marks for any purpose without the express written consent of PAZZLES. Any such authorized use of the PAZZLES Marks insures to PAZZLES' benefit.
- 9. GOVERNING LAW. Any action related to this AGREEMENT will be governed by Idaho law and controlling U.S. Federal law. No choice of law rules of any jurisdiction will apply.
- 10. SEVERABILITY. If any provision of this AGREEMENT is held to be unenforceable, this AGREEMENT will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this AGREEMENT will immediately terminate.
- 11. INTEGRATION. This AGREEMENT is the entire AGREEMENT between you and PAZZLES relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this AGREEMENT. No modification of this AGREEMENT will be binding, unless in writing and signed by an authorized representative of each party.

## Pazzles® statement of technical support

## Technical Support will be provided under the following terms and conditions

- 1) This statement of support applies only to machines purchased for customer's use, and not for resale. The term "machine" applies to the Pazzles® Inspiration<sup>TM</sup> and the software included with the machine. The term "machine" does not apply to any expendable or consumer replaceable parts, including but not limited to the Pazzles® cutting blades, Pazzles® tools and Pazzles® adhesive mats.
- 2) Technical Support will be provided by Pazzles® via telephone or the Internet only.
- 3) Technical Support shall be provided to the original purchaser of the machine for a period of 90 days starting the day that the first phone call, e-mail, or Internet chat message is received by Pazzles<sup>®</sup>.
- 4) Only the owners of the machine may request technical support for the device.
- 5) When contacting Pazzles® for technical support be present at the machine and computing environment for which you are requesting technical support.
- 6) Pazzles® technical support will not facilitate the creation, modification or enhancement of projects for use on the machine.
- 7) Pazzles® will not provide technical support for computing environments which do not conform to the minimum specifications of the machine.
- 8) Pazzles<sup>®</sup> is not responsible for hardware or software in the customer's computing environment which inappropriately conflicts with the proper operation of the machine.

- 9) Technical support is provided for the resolution of technical issues related to the proper operation of the machine and software as outlined in the accompanying documentation. Technical support will not provide assistance in the operation of this product where such operation is well documented in the included instructional material.
- 10) Technical support is provided for the machine only. Technical support will not be provided for 3<sup>rd</sup> party software, computer hardware, computer failure or other events and/or issues not specifically related to the machine.

### Pazzles® statement of limited warranty

#### This warranty covers:

- 1) The warranties provided by Pazzles® in this Statement of Limited Warranty apply only to machines purchased for customer's use, and not for resale. The term "machine" applies to the Pazzles® Inspiration™ and the software package included with the machine. The term "machine" does not apply to any expendable or consumer replaceable parts, including but not limited to the Pazzles® cutting blades, Pazzles® tools and Pazzles® adhesive mats. Nothing in this Statement of Limited Warranty affects any statutory rights of consumers that cannot be waived or limited by contract.
- 2) Pazzles® warrants that each machine is free from defects in materials and workmanship and will perform substantially as described in the accompanying User Manual.
- 3) The warranty period for this machine starts on the original Date of Purchase and is not transferable. The date on customer's invoice or sales receipt is the Date of Purchase unless Pazzles<sup>®</sup> or its authorized agents have specified otherwise.
- 4) A part that replaces a removed part will assume the warranty status of the replaced part.
- 5) These warranties apply only in the country or region in which the machine was purchased, unless otherwise authorized by Pazzles® or its agents.
- 6) These warranties are customer's exclusive warranties and replace all other warranties or conditions, expressed or implied, including, but not limited to the implied warranties or conditions of merchantability and fitness for a particular task. Warranties are limited in duration to the warranty period. No warranties apply after warranty

period. Check your local state or jurisdiction's rulings for exceptions to this condition.

#### This warranty does not cover:

- 1) Blade housing, cutting blades, pen tool, embossing tool, engraving tool, distressing tool, or any other tool inserted into the machine, whether supplied with the machine or sold separately.
- 2) Cutting mats, whether supplied with the machine or sold separately.
- 3) Failure resulting from misuse, including but not limited to using the machine beyond its capability or capacity, use of machine for business or commercial purposes, accident, modification, unsuitable operating environment or improper maintenance.
- 4) Failure resulting from the use of accessories not authorized for use in the machine. Use of unauthorized blades, mats and tools with this machine will void your warranty.
- 5) Failure caused by a product for which Pazzles® is not responsible.
- 6) Warranty is voided by removal or alteration of identification labels on the machine or its parts or disassembly of any component of the machine. Pazzles® does not warranty uninterrupted or error free operation of the machine.

### Pazzles® Warranty Resolution Procedure

1) When customer contacts Pazzles® customer service, customer must follow the problem determination and resolution procedures. An initial diagnosis of the customer's problem can be made either by a technician over the phone or by accessing: Pazzles®.com.

- 2) Customer is responsible for following the instructions that Pazzles® provides.
- 3) If the problem can be resolved by replacing a CRU (Customer Replaceable Unit), Pazzles® will ship the CRU to the customer, for the customer to install.
- 4) If the machine does not function as warranted during the warranty period, and the problem can not be resolved over the phone, on the website or by replacing a CRU, then Pazzles® will either, at its discretion, 1) repair the machine or 2) replace the machine with one that is at least functionally equivalent.
- 5) If a Pazzles® representative deems it necessary to return a machine to Pazzles® for warranty service, customer service will issue an RMA (Return Merchandize Authorization). Upon obtaining an RMA from customer service, customer must ship the machine with a copy of the proof of purchase, a letter containing the RMA, customers name and shipping address and a brief description of the problem, to the Pazzles® service center.
- 6) The RMA number must appear on the outside of the shipping box. Only machines bearing a valid RMA will be accepted by Pazzles<sup>®</sup>. Pazzles<sup>®</sup> recommends that all shipments be insured for the value of the machine. Pazzles<sup>®</sup>, at its discretion, will either repair or replace the machine and ship it back to the customer at Pazzles<sup>®</sup> expense.

#### Exchange of a Machine or Part

1) At such a time as Pazzles® replaces a machine or part, the replacement becomes the property of the customer, and the replaced part becomes the property of Pazzles®. Replacement parts may not be new, but will be in good working order and functionally equivalent to the item

- replaced. The replacement assumes the warranty status of the replaced item.
- 2) Customer is responsible to remove all features, parts, options, alterations and attachments not under warranty service.
- 3) Customer must ensure that the machine is free of any legal obligations or restrictions
- 4) The owner of the machine must authorize the person shipping the machine, in the event the owner is not the shipper.

### Limitation of Liability

- 1) Pazzles<sup>®</sup> is responsible for loss or damage to customer's machine only while 1) it is in Pazzles<sup>®</sup> possession or 2) in transit to the customer; only in the case in which Pazzles<sup>®</sup> is responsible for the shipping charges.
- 2) In the event of a default on Pazzles® part or other liability, customer may be entitled to recover damages from Pazzles®. In such an instance, regardless of the basis on which the customer is entitled to claim damages from Pazzles® (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), except for any liability that cannot be waived or limited by applicable laws, Pazzles® is liable for no more than:
  - a. Damages for bodily injury (including death) and damage to real property and tangible personal property caused by Pazzles® negligence.
  - b. The amount of any other actual damages up to but not exceeding the amount paid for the machine that is the subject of the claim. This limit also applies to Pazzles® suppliers and resellers. It is the maximum for which Pazzles®, its suppliers and resellers are collectively responsible.

- c. Under no circumstances is Pazzles®, or its suppliers or resellers liable for any of the following, even if informed of their possibility:
  - 1. Third party claims against the customer.
  - Special, incidental, or indirect damages or for any economic or consequential damages. (Some states or jurisdictions do not allow for exclusion of incidental or consequential damages)
  - 3. Loss of or damage to any materials used in the machine.
  - 4. Lost profits, business revenue, goodwill, or anticipated savings.

#### Governing Law

- 1) Both the customer and Pazzles® consent to the application of the laws of the country in which the machine was purchased (for Canada: laws in the province of Ontario, for US: laws of the State of Idaho) to govern, interpret, and enforce the rights, duties and obligations of both the customer and Pazzles® regarding and relating to the subject matter of this Statement of Limited Liability.
- 2) These warranties give the customer specific legal rights. Other legal rights may vary from state to state and jurisdiction to jurisdiction.
- 3) All of the customers rights, duties and obligations are subject to the courts of the country in which the machine was purchased (for US: laws of the State of Idaho).

#### Warranty Period

- 1) Warranty period may vary according to country or region
- 2) Warranty applies for 1 year on electronic parts including motors, wiring, switches, speed controls, and other electronic components; 90 days labor.

- 3) Warranty applies for 90 days on all non-electronic components. (See Pazzles® return policy in "Exchange of a Machine or Part")
- 4) Warranty applies for 90 days on all Pazzles® branded image CD's.

### Types of Warranty Service

- 1) If required, Pazzles® provides repair or exchange service depending on the type of warranty service specified for a customer's machine. Scheduling of service will depend upon the time of the request and is subject to parts availability. Service levels are response time objectives and are not guaranteed. The specified level of warranty service may not be available in all worldwide locations. Additional charges may apply outside of Pazzles® normal service area.
- 2) CRU (Customer Replaceable Units) When applicable, Pazzles® will provide a replacement CRU to the customer for installation. CRU information and replacement instructions are shipped with any CRU. Installation of a CRU is the customers responsibility. If Pazzles® installs a CRU at the customers request, customer will be charged for installation. When a return is required, return instructions will be supplied by Pazzles®. Customer may be charged if requested defective parts are not returned to Pazzles® within 30 days of request.
- 3) When applicable, Pazzles® will supply the customer with a shipping container for a defective machine. A courier will pick up the machine and deliver it to the designated Pazzles® service center. Following the repair or replacement, Pazzles® will arrange the return delivery of the machine. Customer is responsible for installation and verification.

4) When applicable, customer will deliver or mail failing machine suitably packaged to Pazzles® service center location. After repair or replacement, customer will be allowed to pick-up the machine or arrange for return mail. Cost of the return of the machine is the responsibility of Pazzles®, unless otherwise specified.

#### **FCC Compliance Statement**



This equipment has been tested and found to comply with 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 residential installations. This equipment generates, uses, and can radiate radio frequency energy, and if not installed and used in accordance with the instructions, may cause harmful interference to radio

communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause interference to radio or television equipment reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna
- Move the equipment away from the receiver
- Plug the equipment into an outlet on a circuit different from that to which the receiver is connected
- Consult the dealer or an experienced radio/television technician for additional suggestions

You are cautioned that any change or modifications to the equipment not expressly approved by the party responsible for compliance could void your authority to operate such equipment.

This device complies with Part 15 of the FCC Rules. Operation is subjected 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.