



## JoeCo Conditions of Use

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**IMPORTANT:** BY USING THIS PRODUCT YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE CONDITIONS OF USE AND THE TERMS OF THE JOECO SOFTWARE LICENCE AGREEMENT. JOECO'S SOFTWARE LICENCE AGREEMENT IS SET OUT IN THE USER MANUAL AND MAY ALSO BE FOUND ON THE JOECO WEBSITE AT [www.joeco.co.uk](http://www.joeco.co.uk)

PLEASE READ THESE CONDITIONS OF USE (THE "CONDITIONS") CAREFULLY BEFORE USING YOUR JOECO PRODUCT. BY USING YOUR JOECO PRODUCT YOU ARE AGREEING TO BE BOUND BY THESE CONDITIONS. IF YOU DO NOT AGREE WITH THESE CONDITIONS, DO NOT USE THIS PRODUCT.

IF YOU DO NOT AGREE WITH THESE CONDITIONS, YOU MAY RETURN THIS PRODUCT WITHIN SEVEN DAYS OF THE DATE YOU RECEIVED IT TO THE AUTHORISED DISTRIBUTOR OR RESELLER WHERE YOU PURCHASED IT FOR A REFUND, SUBJECT TO JOECO'S PRODUCT RETURNS POLICY. JOECO'S PRODUCT RETURNS POLICY IS SET OUT IN THE PRODUCT USER MANUAL AND MAY ALSO BE FOUND ON THE JOECO WEBSITE AT [www.joeco.co.uk](http://www.joeco.co.uk)

### Definitions

|                  |   |
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| JoeCo:           | JoeCo Limited   |
| Product:         | any product designed, manufactured, distributed or resold by JoeCo including the BlackBox Recorder (which may be abbreviated to "BBR"). The term "product" includes both the hardware and its associated software, as defined below.  |
| Legitimate User: | a legitimate user (hereinafter referred to as a "User") is a person, or corporate entity or employee of a corporate entity who is: <ul style="list-style-type: none"><li>- the owner of a Product (following its original purchase from JoeCo, or an authorised JoeCo distributor or reseller, or its subsequent purchase from a legitimate owner) and has accepted the terms of this agreement</li><li>- using a Product on loan from its owner, where the owner has given their express permission and ensured that the user does so only on condition that they first accept the terms of this agreement</li><li>- using a Product under a rental agreement with its owner, where the owner has ensured that the user does so only on condition that they first accept the terms of this agreement</li><li>- using a Product under a temporary evaluation arrangement with its owner (which may be JoeCo or one of its authorised distributors or resellers), for a period determined by the owner, where the owner has ensured that the user does so only on condition that they first accept the terms of this agreement</li></ul> |
| Hardware:        | the tangible elements of the Product  |
| Software:        | the operating software of the Product (whether in read only memory, on any other media or in any other form) supplied by JoeCo whether installed at the factory or subsequently upgraded by yourself, an authorised JoeCo distributor or reseller, or any other individual or organisation. It includes remote control software, documentation, data and any other software, including software updates, supplied by JoeCo.   |



## 1. Risk and Limitations of Product Use

You, the User, expressly acknowledge and agree that:

- To the maximum extent permitted by applicable law, use of the JoeCo Software is at your sole risk and that the entire risk as to satisfactory quality, performance and accuracy is with you.
- You have evaluated the Product and accepted the suitability for your application.
- JoeCo Products are not designed, intended or suitable for use in any life-critical applications or situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data or information provided by the JoeCo Product could lead to death, personal injury, or severe physical or environmental damage. Any such use is entirely at the risk of the User and JoeCo and its authorised distributors and resellers have no responsibility or liability whatsoever for any claim arising from such use.
- JoeCo recorder Products are designed to enable you to record and reproduce material to which you own the copyright, or material which the copyright owner has granted you permission to record and/or reproduce.
- It is illegal to record, reproduce, distribute, sell, hire, lend, perform or broadcast all or part of a work (written or musical composition, broadcast, performance or similar) whose copyright is held by a third party without permission of that third party.
- JoeCo Products must not be used for purposes that could infringe a copyright held by a third party or could, in any other way, be illegal. Any such use is entirely at the risk of the User and JoeCo and its authorised distributors and resellers have no responsibility or liability whatsoever for any claim arising from such use.

## 2. Limitations of Liability

Except for JoeCo's limited Hardware Warranty (see Warranty Information in the relevant JoeCo User Manual or via the JoeCo website at [www.joeco.co.uk](http://www.joeco.co.uk)), to the maximum extent permitted by applicable law, JoeCo hereby disclaims all warranties and conditions with respect to the Product and any services performed by use of the Product, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, non-infringement of third party rights or other implied warranties or conditions.

No oral or written information or advice given by JoeCo or by an authorised JoeCo distributor, reseller or representative shall create a warranty of any kind.

In no event will JoeCo be liable for incidental, consequential, special, indirect or other damages or claims, even if its agents have been advised of the possibility of such damages, resulting from the breach of any express or implied warranty. Such damages may include but are not limited to the following:

- any loss of profit or any other commercial damage
- partial or total loss of data incurred whilst using the Product
- the cost of recovery of lost data
- inability to use or to continue to use the Product itself or any connected device
- damage to property
- damage based on inconvenience, loss of time or interrupted operation

and, to the extent permitted by law, damages for personal injury.

In no event will JoeCo's liability for any damages to the User, purchaser or any other person exceed the price paid for the Product, regardless of any form of the claim.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so some of the above limitations or exclusions may not apply to you.