

TryBUY Program

Try a ClearOne product for 30 days - **FREE!**

With ClearOne's TryBUY Program, we'll send you a **Personal** or **Tabletop Conferencing** product for 30 days, risk free. If you like it, buy it! If not, return it to us and we'll pay the shipping. Complete the form below or register online at www.clearone.com/TryBUY

A completed claim form must be submitted to:

ClearOne

5225 Wiley Post Way, Suite 500
Salt Lake City, UT 84116

Attn: TryBUY Program **OR**

Email: trybuy@clearone.com

Fax: 801-974-3676



Requested Information:

End Customer:

*Name: _____

*Company Name: _____

*Address: _____

*City/ST/ZIP: _____

*Phone: _____ Fax: _____

Email: _____

Check if this is the ship to address**

*Required Fields

**Requester pays for the initial shipment, we'll pick up the return

Dealer:

*Sales Rep: _____

*Company Name: _____

*Address: _____

*City/ST/ZIP: _____

*Phone: _____ Fax: _____

Email: _____

Check if this is the ship to address**

*Required Fields

**Requester pays for the initial shipment, we'll pick up the return

Distributor:

*Sales Rep: _____

*Company Name: _____

*Address: _____

*City/ST/ZIP: _____

*Phone: _____ Fax: _____

Email: _____

Check if this is the ship to address**

*Required Fields

**Requester pays for the initial shipment, we'll pick up the return

*Form completed by: Dealer Distributor End User

Signature: _____

TryBUY Products:

Please choose one from the eligible ClearOne products:

√	SKU	Product Description	MSRP
	910-159-001	CHAT 50 USB	\$149.99
	910-159-002	CHAT 50 USB Plus	\$179.99
	910-159-003	CHAT 50 Global Traveler	\$209.99
	910-156-200	CHAT 150 USB	\$399.99
	910-156-230	CHAT 150 VC	\$449.99
	910-156-222	CHAT 150 Avaya	\$449.99
	910-156-220	CHAT 150 Cisco	\$449.99
	910-159-250	CHAT 70	\$159.99
	910-156-250	CHAT 170	\$429.99
	910-158-400	MAX Wireless	\$599.00
	910-158-400-00	MAXAttach Wireless	\$999.00
	910-158-500	MAX EX	\$499.00
	910-158-500-00	MAXAttach	\$799.00
	910-158-500-01	MAXAttach + 1	\$1,158.00
	910-158-500-02	MAXAttach + 2	\$1,477.00

Terms & Conditions

1. QUALIFICATION CRITERIA

The following information needs to be provided for an application to be successfully submitted:

- 1.1 Collection of security / collateral:
 - (a) A purchase order is required for all direct dealer or direct distributor TryBUY applications.
 - (b) A credit card is required for all non-direct reseller and end user TryBUY applications.
- 1.2 Complete contact, and ship to information
- 1.3 Agree to and accept the TryBUY Program Terms and Conditions

Once an application is submitted, it will be reviewed by ClearOne against these criteria:

- 1.4 Confirmation of accurate and complete contact information
- 1.5 Valid ship to information

Applicants will be contacted by ClearOne to verify the shipping, obtain security and qualify the requested products application.

2. PROGRAM DEFINITION

- 2.1 Free 30-day trial period for selected products.
- 2.2 Customer agrees to pay either a flat rate shipping fee of \$9.75 via credit card or provide a FedEx or UPS shipping account number for the cost of the outgoing shipment.
- 2.3 User or partner buys or returns that exact product selected for the trial at the end of 30 day trial period.
- 2.4 30-day time line starts from the date of product shipment from ClearOne
- 2.5 If the requester hasn't purchased or returned the product within 45 days after shipment, ClearOne will automatically bill the distributor, or direct reseller with their previously provided Purchase Order or credit card for the product. If an end user or non direct reseller initiated the TryBUY, ClearOne will automatically bill the previously provided credit card for the product's list price.
- 2.6 User or partner is responsible for loss, theft or damage to the product during the trial period.
- 2.7 Product, unless noted, comes with standard warranty support for the trial period.
- 2.8 When returning, a return shipping label and an RMA (return material authorization) are provided in original packaging, per instructions posted and provided in notifying emails during the trial period. Product needs to be boxed in original packaging and sent back to ClearOne. ClearOne pays for return shipping.
- 2.9 ClearOne retains title to the product during the trial period until it is purchased.
- 2.10 ClearOne may ship a refurbished product without notice for any products intended for evaluation.
- 2.11 All applicants must agree to the TryBUY Terms and Conditions.

3. ELIGIBILITY

Applicant Types

- 3.1 ClearOne Authorized Partners (Resellers, Distributors and Integrators) with an identified end user per application
- 3.2 Companies
- 3.3 Governments

Application and Order Limits

- 3.4 Quantities requested are subject to limitations as dictated by ClearOne.

Countries Supported

- 3.5 United States of America

4. INTERPRETATION

- 4.1 The purpose of the General Terms is to create a single mechanism under which ClearOne and Company may form Agreements.

- 4.2 In the General Terms:

"Affiliated Company" means, in relation to either party, any entity: (a) which is owned 50% or more by that party; or (b) over which that party exercises management control; or (c) which is under common control with that party; or (d) which owns 50% or more of that party; "Agreement" means each agreement that is comprised of the General Terms and an Exhibit executed by the parties; "Confidential Information" means any information disclosed by one party to another under each Agreement which is, prior to or at the time of disclosure, identified in writing as confidential or proprietary; "Equipment" means the hardware (including components), software media and spare parts listed in ClearOne's standard product price lists published from time to time. ClearOne Equipment, or parts or components of ClearOne Equipment may be new or used. Regardless, ClearOne warranty terms apply; "Exhibit" means any exhibit to the General Terms as executed by the parties from time to time; "Products" means Equipment or Software; "ClearOne Trademarks" means all names, marks, logos, designs, trade dress and other brand designations used by ClearOne in connection with Products and Services; "Technology" means any technology identified in an Exhibit and provided to ClearOne for use in the development or distribution of Products. "Updates" means subsequent releases and error corrections for.

5. LIMITATION OF LIABILITY

ClearOne's liability to any person whatsoever arising out of or in connection with any sale or use of any of the Products provided to the responsible party hereunder, whether such liability arises from any claim based upon any contract, warranty, tort or otherwise, shall in no case exceed the actual amount paid to ClearOne for Products delivered pursuant to this Agreement.

6. TERMINATION AND EXPIRATION

6.1 Either party may terminate the General Terms immediately by written notice:

- (a) if the other party commits a non-remediable material breach; or
- (b) if the other party fails to cure any remediable material breach within thirty (30) days of being notified in writing of such breach.

6.2 Either party may terminate the General Terms immediately by written notice.

6.3 Upon completion of 30 day trial period: The loaned product shall be returned to ClearOne in good condition, reasonable wear and tear excepted within 45 days of original shipment date. Notwithstanding the immediately preceding sentence, neither party shall be obligated to return any property to which it has continuing rights, including the right of possession.

7. ASSIGNMENT; SUCCESSORS AND ASSIGNS

It is hereby agreed that this Agreement is personal to Distributor and that Distributor shall not assign, sell, license, or otherwise transfer to any person or entity, any of the obligations, responsibilities, rights, privileges, and interests which are set forth and established by this Agreement without obtaining the prior written consent of ClearOne. In the event of a permitted assignment hereunder, this Agreement shall be binding on, and shall endure to the benefit of, the parties to it and their respective successors, and assigns.

8. LIMITED WARRANTIES

Standard 2 year warranty applies on new products and standard 90 day warranty on refurbished products.

9. SEVERABILITY

If any provision of the General Terms or any Agreement is held invalid by any law or regulation of any government or by any court or arbitrator, such invalidity will not affect the enforceability of other provisions.

10. GOVERNING LAW; CHOICE OF FORUM

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. All disputes arising under this Agreement shall be brought only before the Third Judicial District Court in and for Salt Lake County, State of Utah. Rights and obligations under the General Terms and any Exhibit which by their nature should survive will remain in effect after termination or expiration of the General Terms or the relevant Exhibit. No modification to the General Terms or any Exhibit will be binding, unless in writing and manually signed by an authorized representative of each party. Each Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms contained in any quote, purchase order, acknowledgment, or other communication between the parties relating to its subject matter.

11. SECURITY

After submission, a representative from ClearOne will contact requestor for product application verification and to obtain security. (Credit card for End User and Dealer requested. Direct ClearOne Distributor can provide a PO as security).

12. MISCELLANEOUS

In the event that notice to either party is required under this Agreement, and if needed to go to ClearOne, send to:

ClearOne
TryBUY Program
5225 Wiley Post Way, Suite 500
Salt Lake City, UT 84116

Customer Signature

Date