

Wasabi Technologies Wasabi Ball Transfer Appliance Terms and Disclaimer

Last Update: July 20, 2021

- (A) Wasabi maintains ownership of the Wasabi Ball Transfer Appliance (Wasabi Ball) which are provided to Customer for limited, temporary use only.
- (B) Customer shall not assign or transfer the Wasabi Ball, or purport to transfer any interest therein, to any third party, and any such purported assignment, grant or transfer is void.
- (C) Customer shall not (or attempt to), and will not permit or authorize third parties to (or attempt to):
- (i) scan, x-ray, open, modify, alter, disassemble, or otherwise attempt to view the inside of or tamper with any Wasabi Ball, or
 - (ii) circumvent or disable any features, security or otherwise, of the Wasabi Ball.
- (D) Customer will not ship any Wasabi Ball outside the country of receipt, and will not ship the Wasabi Ball to any entity other than Wasabi.
- (E) Customer will return the Wasabi Ball to Wasabi promptly upon request.
- (F) Customer will not, under any circumstance, treat or dispose of the Wasabi Ball (or any component thereof, including internal batteries) other than as directed by Wasabi.
- (G) Customer understands and acknowledges that the duration of time to upload data from the Wasabi Ball to Customer's Wasabi cloud storage account is dependent on variables outside of Wasabi's control, including, without limitation, Customer's volume of storage, object sizes, and available bandwidth. Wasabi is not responsible or liable for any upload delays or interruptions caused by factors outside Wasabi's control.
- (H) Use of the Wasabi Ball involves Customer validation of the content uploaded from the Wasabi Ball to the Customer Account once the ingest is completed. Customers have ten (10) days to provide Wasabi with validation of the data upload before Wasabi returns the Wasabi Ball to its factory defaults and deletes/wipes all Customer data from the Wasabi Ball, which is returned to service for reuse.

Not Use of the Wasabi Ball involves Customer validation of the content uploaded from the Wasabi Ball to the Customer Account once the ingest is completed. Customers have ten (10) days to provide Wasabi with validation of the data upload before Wasabi returns the Wasabi Ball to its factory defaults and deletes/wipes all Customer data from the Wasabi Ball, which is returned to service for reuse.withstanding anything to the contrary set forth in the applicable quote for the Wasabi Balls, or the [Customer Agreement](#), where Customer has elected to utilize the Wasabi Ball provided by Wasabi for the transfer of Customer Data to the Wasabi Service, Customer expressly acknowledges and agrees that *(i) Customer bears the sole risk of its use of the Wasabi Ball for the transfer of Customer Data, including, without limitation, any privacy or security laws or regulations to which Customer is subject, (ii) Customer has not relied on any statement or information provided by Wasabi in connection with Customer's decision to make use of the Wasabi Ball, and Customer is solely responsible for its own determination as to the suitability of its use of the Wasabi Ball, (iii) Wasabi is not responsible for any loss of, or damage to, Customer's data.*

Customer is solely responsible for applying appropriate security measures with respect to its use of the Wasabi Ball and the data Customer elects to download to the Wasabi Ball, including, but not limited to, any decision to encrypt its data. Wasabi Ball are provided "as is" and "where is" only, and Wasabi makes no representation, warranty or guarantee that the Wasabi Ball, or Customer's use thereof, is compliant with any privacy, security or other law or regulation. Wasabi further disclaims any liability arising out of Customer's use of the Wasabi Ball.

For technical prerequisites, see <https://wasabi-support.zendesk.com/hc/en-us/articles/360042244352-What-are-the-prerequisites-and-technical-restrictions-that-apply-to-the-Wasabi-Ball->

Fees for Wasabi Ball(s) will be invoiced upon shipment. If not returned, Wasabi will continue to charge the Customer the then current monthly rental fee for each Wasabi Ball, for each additional month for which the Wasabi Ball(s) were not returned.