

Product Manual

# DS423



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# Chapter 1: Before You Start

Thank you for purchasing this Synology product! Before setting up your new Synology NAS, please check the package contents to verify that you have received the items below. Also, make sure to read the safety instructions carefully to avoid harming yourself or damaging your Synology NAS.

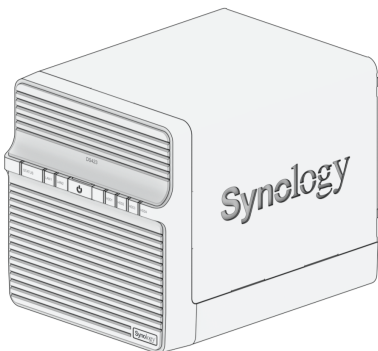
## Notes:

- All images below are for illustrative purposes only, and may differ from the actual product.

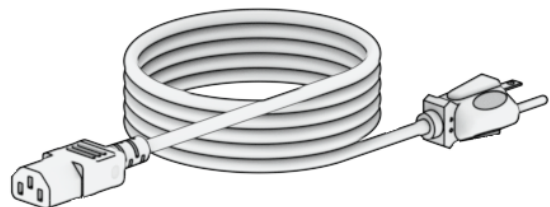
## 1.1 Package contents

Contact your reseller if your package is missing any of the below contents:

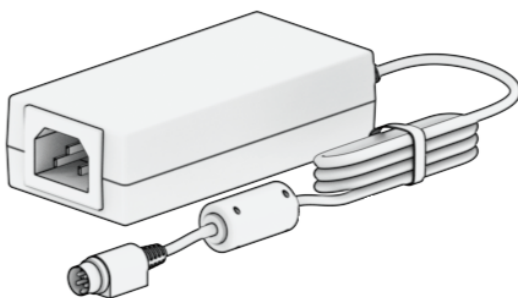
Main unit x 1



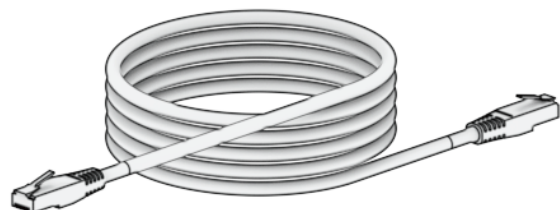
AC power cord x 1



AC power adapter x 1



RJ-45 LAN cable x 2

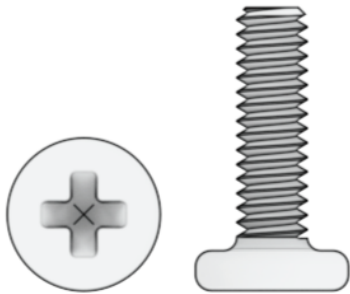


Screws for 2.5" drives x 18

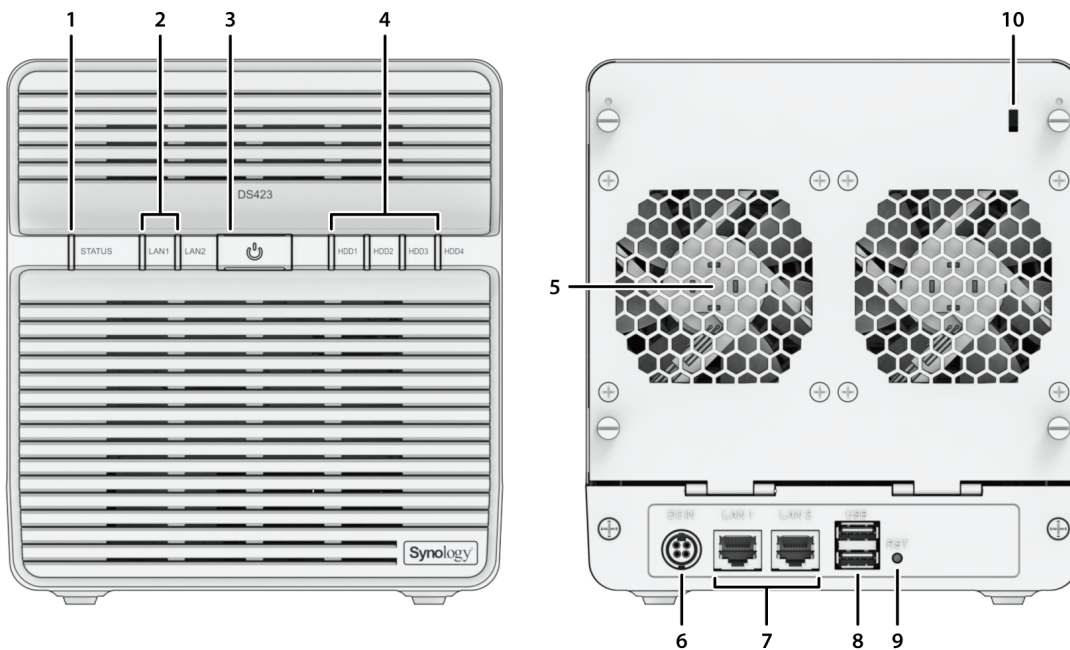
Screws for 3.5" drives x 18



Screws for securing drive trays x 8



## 1.2 Synology DS423 at a glance



No.	Name	Description
1	STATUS Indicator	Displays the status of the system. For more information, see <a href="#">"System modes and LED indicators"</a> .
2	LAN Indicator	Displays the status of the network connection. For more information, see <a href="#">"Other LED indicators"</a> .

3	Power Button	<ol style="list-style-type: none"> <li>1. Press to power on your Synology NAS.</li> <li>2. To power off your Synology NAS, press and hold until you hear a beep sound and the Power LED starts flashing.</li> </ol>
4	Drive Status Indicator	Displays the status of drive. For more information, see " <a href="#">Other LED indicators</a> ".
5	Fan	Disposes of excess heat and cools the system. If the fan malfunctions, the Synology NAS will emit a beeping sound.
6	Power Port	Connect power cord here.
7	LAN Port	Connect network cable here.
8	USB 3.2 Gen 1 Port	Connect external drives or other USB devices to the Synology NAS here.
9	RESET Button	<ol style="list-style-type: none"> <li>1. Mode 1: Press and hold until you hear a beep sound to restore the IP address, DNS server, and password for the admin account to default.</li> <li>2. Mode 2: Press and hold until you hear a beep, release the button immediately, then press and hold again within 10 seconds to reinstall DiskStation Manager (DSM).</li> </ol> <p>For detailed information on how to reset your Synology NAS, please refer to <a href="#">this article</a>.</p>
10	Kensington Security Slot	Attach a Kensington security lock here.

## 1.3 System modes and LED indicators

### System modes definitions

There are 7 system modes in Synology NAS. The System modes and their definitions are as below:

System mode	Definition
Powering on	Synology NAS is powering on when you press the power button or restarting when you run operations in DSM. During the boot up process, the device also performs hardware initialization, such as hardware reset or BIOS initialization.

Shutting down	Synology NAS is shutting down as a result of pressing the power button or operation in DSM.
DSM not ready	DSM is not ready for use. This could either be: <ul style="list-style-type: none"> <li>• Synology NAS is powered on, but DSM is not properly installed.</li> <li>• Synology NAS is currently powering on and initializing services necessary for DSM to fully function.</li> <li>• The attached UPS device has insufficient power; DSM stops all services to prevent data loss (enters safe mode).</li> </ul>
DSM is ready for use	DSM is fully functioning, and users can sign in.
Hibernation	Synology NAS has been idle for a while and is now in Hibernation mode.
Application	Certain packages/services (e.g., USB Copy and Find me service) while in operation will control the actions of the LED. After the operation is complete, the LED indicator will return to its normal state.
Powered off	Synology NAS is powered off.

## Identify System Modes

You can identify the system mode through the POWER and STATUS LED indicators. Please refer to the table below for more details.

System Mode	POWER LED	STATUS LED	
	Blue	Green	Orange
Powering on	Blinking	Off	Off
Shutting down	Blinking	Static	Off/Static <sup>1</sup>
DSM not ready	Static	Blinking	Off/Blinking <sup>1</sup>
DSM is ready for use	Static	Static	Off/Static <sup>1</sup>
Hibernation	Static	Off	Off/Static <sup>1</sup>
Application	Static	Switching	
Powered off	Off	Off	Off

## Notes:

1. If the **STATUS LED** remains static orange or continuously blinks orange, this indicates there are system errors such as fan failure, system overheating, or volume degrade. Please sign in to DSM for detailed information.

## Transitions between System Modes

To better understand the transition between system modes, please refer to the examples below:

- **Powered on with no DSM installed:**  
Powered off > Powering on > DSM not ready
- **Powered on with DSM installed:**  
Powered off > Powering on > DSM not ready > DSM is ready for use
- **Entering hibernation then waking up from hibernation:**  
DSM is ready for use > In hibernation > DSM is ready for use
- **Shutdown:**  
DSM is ready for use > Shutting down > Powered off
- **Power failure with UPS attached:**  
DSM is ready for use > DSM not ready (due to power failure, DSM enters safe mode) > Shutting down > Powered off > Powering on (power has recovered, DSM will reboot) > DSM not ready > DSM is ready for use

## 1.4 Other LED definitions

LED Indicator	Color	Status	Description
Drive status	Green	Static	Drive ready and idle
		Blinking	Accessing drive
	Orange <sup>1</sup>	Static	Locating drive
			Drive deactivated by user
			Port disabled <sup>2</sup>
			Drive health status is Critical or Failing

			Removing this drive will cause system damage; this is the only drive with DSM installed
	Off		No internal Drive
LAN	Green	Static	Network connected
		Blinking	Network active
	Off		No network

### Notes:

1. When the drive LED indicator is orange, we recommend you sign in to DSM and go to **Storage Manager > HDD/SSD** for more information.
2. Please try to restart your Synology NAS or re-insert the drives, then run the HDD/SSD manufacturer's diagnostic tool to check the health status of the drives. If you can sign in to DSM, please run the built-in S.M.A.R.T. test to scan the drives. If the problem remains unresolved, please contact Synology Technical Support for help.

## 1.5 Hardware Specification

Item	DS423
CPU	Realtek RTD1619B
RAM	DDR4 2 GB
Compatible Drive Type	3.5"/2.5" SATA x 4
External Port	USB 3.2 Gen 1 x 2
LAN Port	1GbE (RJ-45) x 2
Size (H x W x D) (mm)	184 x 168 x 230
Weight (kg)	2.21
Agency Certification	<ul style="list-style-type: none"> <li>• FCC Class B • CE Class B • UKCA • BSMI Class B</li> <li>• EAC • VCCI • CCC • RCM • KC</li> </ul>
HDD Hibernation	Yes
Scheduled Power On/Off	Yes



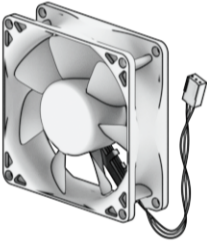
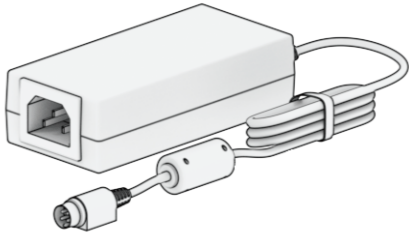
Wake on LAN	Yes
Environment Requirement	<ul style="list-style-type: none"> <li>• Line voltage: 100V to 240V AC</li> <li>• Frequency: 50 / 60Hz</li> <li>• Operating Temperature: 32°F to 104°F (0°C to 40°C)</li> <li>• Storage Temperature: -5°F to 140°F (-20°C to 60°C)</li> <li>• Relative Humidity: 5% to 95% RH</li> </ul>

**Notes:**

- Model specifications are subject to change without notice. Refer to Synology website for the latest information.

## 1.6 Spare Parts

Visit Spare Parts if you need to replace system fans, disk trays, or power supply units.

Model Name	Picture	Description
Disk Tray (Type D1)	, 2.5" drive tray component." data-bbox="368 498 628 574"/>	3.5"/2.5" Drive Tray
FAN 80*20_6		System Fan 80*80*20 mm
Adapter 90W_1		Adapter 90W Level VI

## 1.7 Optional Accessories

With Synology accessories, you can customize your Synology NAS to fit different business environments without worrying about compatibility and stability. Refer to Synology Products Compatibility List for more information.

## 1.8 Safety instructions



- Keep away from direct sunlight and chemicals. Ensure a stable environment with no abrupt changes in temperature or humidity.



- Place the unit right side up at all times.



- Keep the unit away from liquids.



- Before cleaning, unplug the power cord(s) and use a damp cloth to wipe the surface. Do not use chemical aerosol cleaners.



- To prevent the unit from falling over, do not place it on carts or any unstable surfaces.



- The power cord(s) must be plugged into the correct power supply voltage. Ensure that the AC voltage provided is correct and stable.



- Warning, electric shock hazard. To remove all electrical current from the device, ensure that all power cords are disconnected from the power source.



- There is a risk of explosion if the battery is replaced with an incorrect type. Dispose of used batteries appropriately.



- Power cord(s) must be plugged into a socket-outlet with earthing connection.



- Keep your body parts away from a moving fan.



- This product must be installed by qualified personnel in a restricted access location (e.g., dedicated equipment rooms, service closets, etc.).

# Chapter 2: Hardware Setup

## 2.1 Tools and Parts for Component Installation

Please prepare the tools and parts below before setting up your Synology NAS:

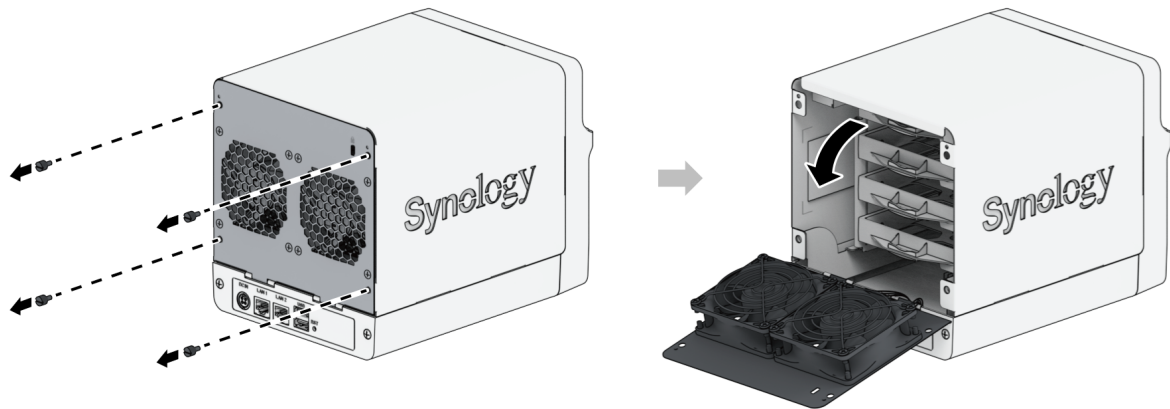
- A screwdriver
- At least one 3.5" or 2.5" SATA drive (see here for compatible models)

### Caution:

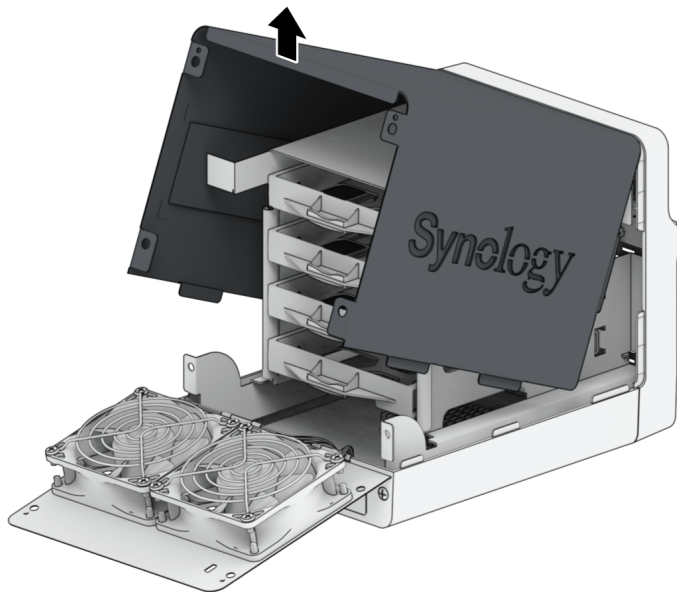
- If you install a drive that contains data, the system will format the drive and erase all existing data. Please back up any important data before installation.

## 2.2 Install drives

1. Remove the 4 screws that secure the back cover by hand, and then put the back cover down carefully.

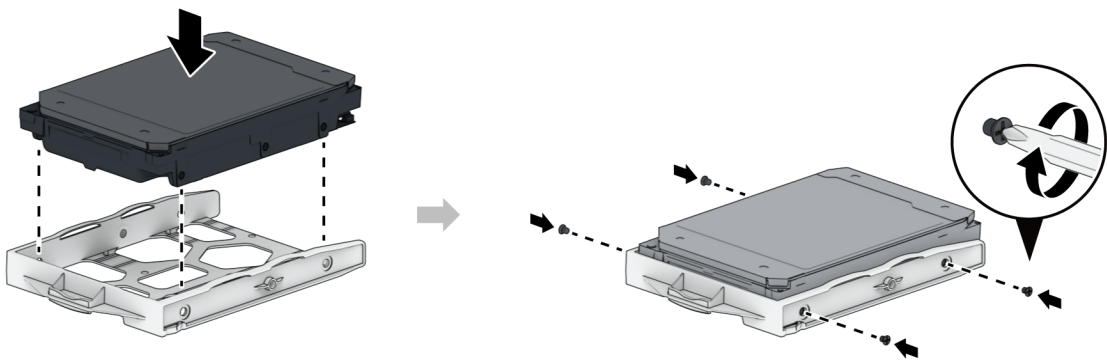


2. Lift the upper case and then place it aside.

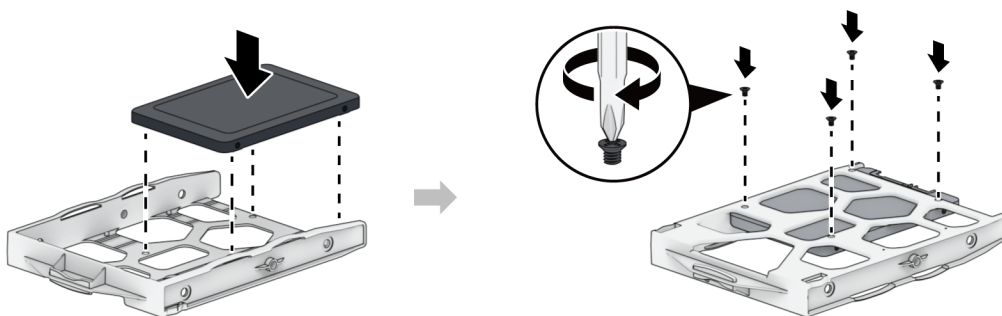


3. Install drives:

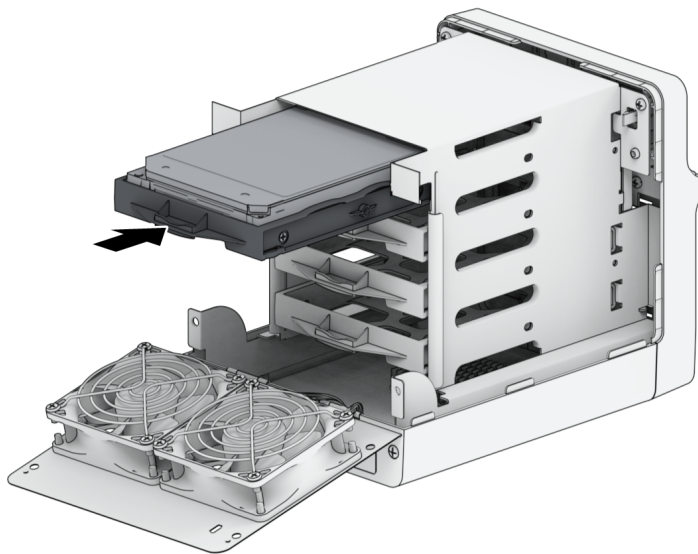
- **For 3.5" drives:** Place the drive in the drive tray. Then tighten the screws to secure the drive in place.



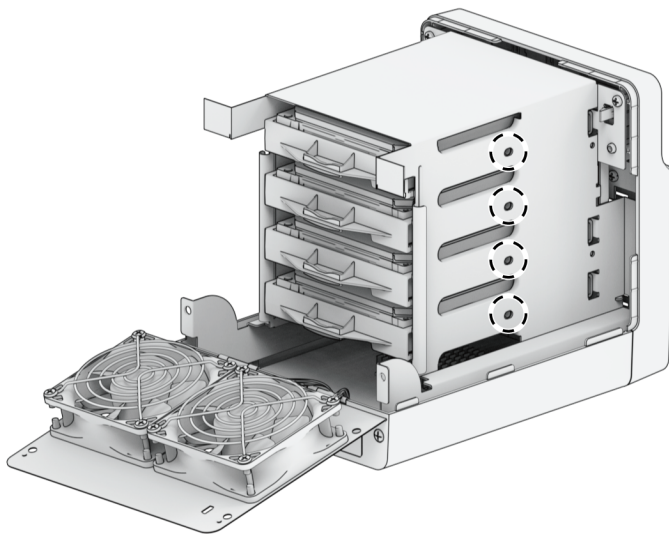
- **For 2.5" drives:** Place the drive in the area as shown below. Flip the tray over and tighten the screws to secure the drive in place.



4. Insert the loaded drive tray into the empty drive bay.



- **For 3.5" drives only:** It is recommended that you secure the drive trays with the screws (for securing drive trays) provided. For drives without the central mounting holes, you can skip this step.

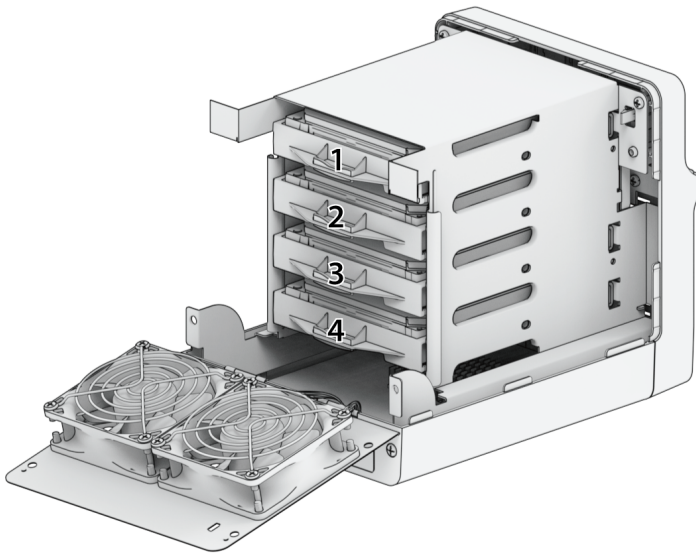


**Notes:**

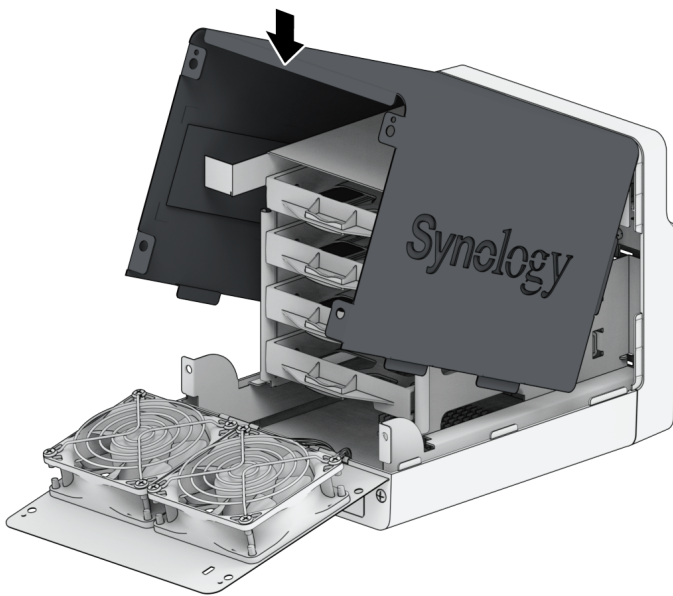
- Make sure the tray is completely inserted. Otherwise, the drive might not function properly.

5. Repeat the steps above to install all prepared drives.

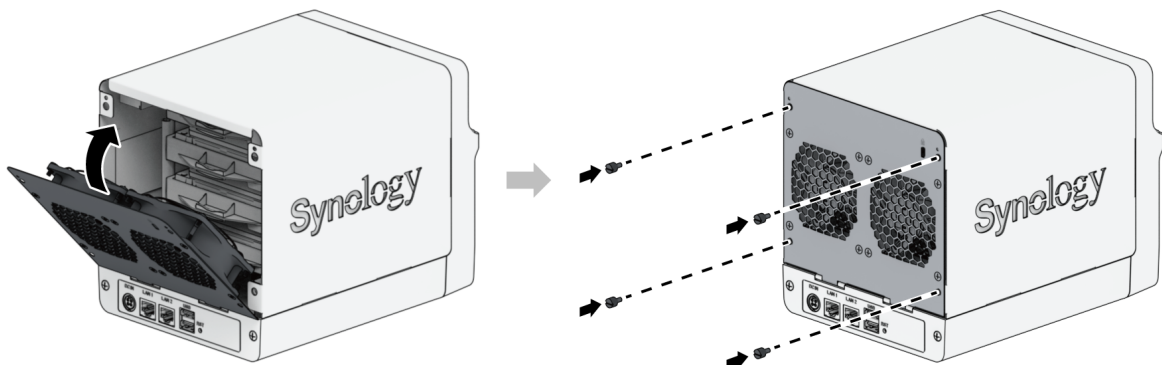
6. Drives are numbered as shown below.



7. Place the upper case back to its position.



8. Close the back cover. Replace and tighten the 4 screws you removed in step 1.

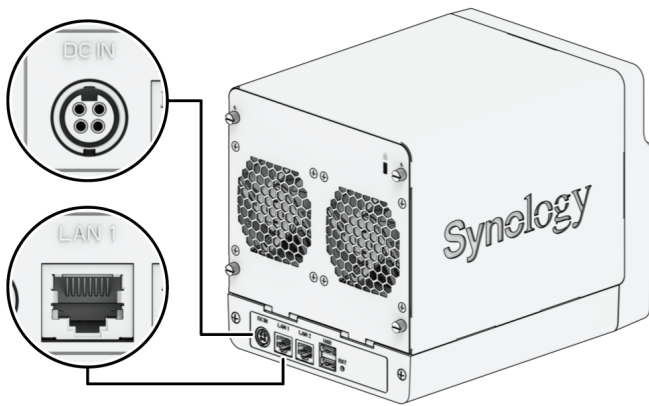


### Notes:

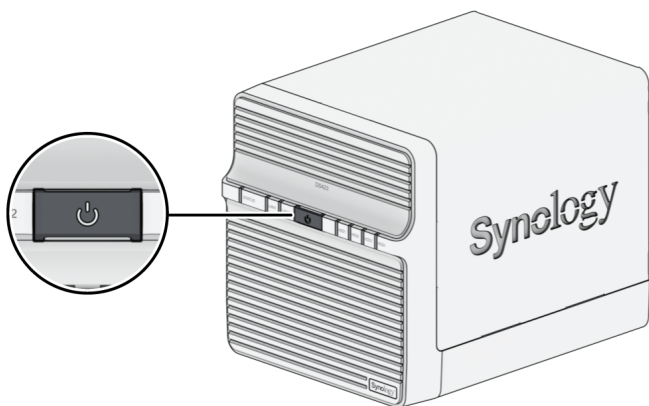
- If you plan to create a RAID volume, we recommend installing drives of identical size to make the best use of drive capacity.

## 2.3 Start up Your Synology NAS

1. Use the LAN cable to connect the Synology NAS to your switch, router, or hub.
2. Connect one end of the AC power adapter to the power port of your Synology NAS. Connect one end of the AC power cord to the AC power adapter, and the other to the power outlet.



3. Press the power button to turn on the Synology NAS.



Congratulations! Your Synology NAS is now online and detectable from a network computer.

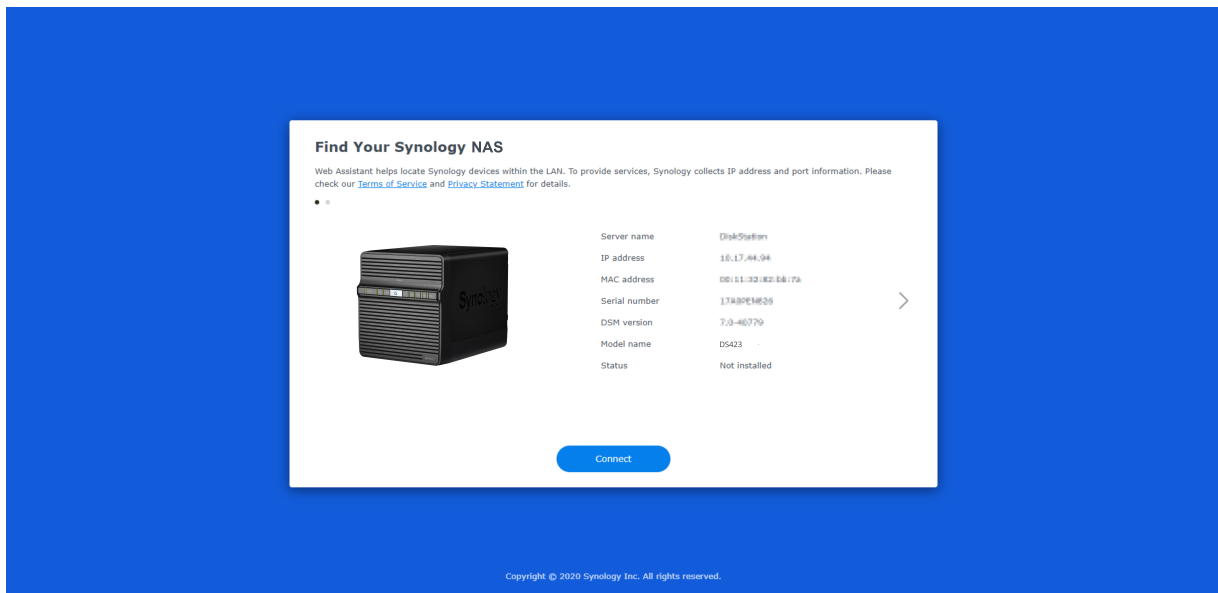
# Chapter 3: Install DSM on Synology NAS

After hardware setup is completed, please install DiskStation Manager (DSM) – Synology's browser-based operating system – on your DS423.

## 3.1 Install DSM with Web Assistant

Your DS423 comes with a built-in tool called Web Assistant that helps you download the latest version of DSM from the Internet and install it on your DS423. To use Web Assistant, please follow the steps below.

1. Power on your Synology NAS.
2. Open a web browser on a computer connected to the same network as your Synology NAS.
3. Enter either of the following into the address bar of your browser:
  - a. `find.synology.com`
  - b. `synologynas:5000`
4. Web Assistant will be launched in your web browser. It will search for and find Synology NAS within the local network. The status of your Synology NAS should be **Not Installed**.



5. Click **Connect** to start the setup process and follow the onscreen instructions.



**Notes:**

- Your Synology NAS must be connected to the Internet to install DSM with Web Assistant.
- Recommended browsers: Chrome, Firefox, and Edge.
- Both the Synology NAS and the computer must be in the same local network.

6. If you accidentally leave the installation process before it is finished, sign in to DSM as admin (default administrative account name) with the password left blank.

## 3.2 Learn More

Your DS423 is now ready for action. For more information or online resources about your DS423, please visit Synology's official website, which contains [step-by-step tutorials and frequently asked questions](#).

# Chapter 4: System Maintenance

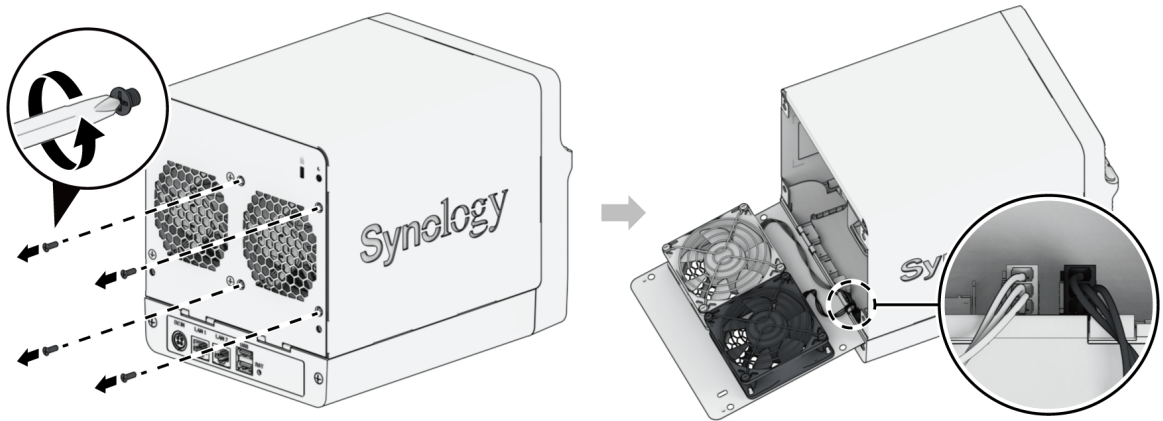
## 4.1 Replace the Malfunctioning Fan

If the cooling fan located on the back of the Synology NAS malfunctions, please follow the steps below to remove the malfunctioning fan and replace it with a new one.

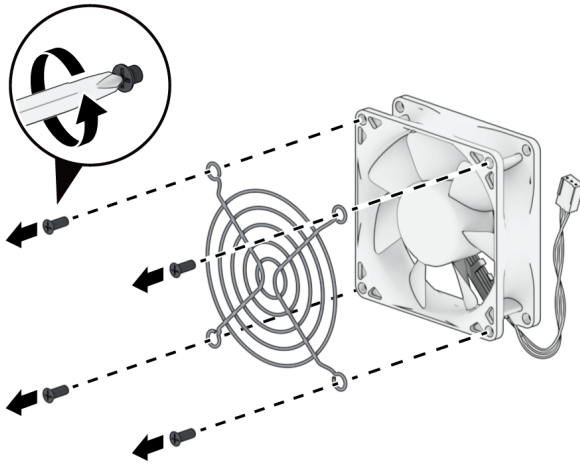
### Caution:

- We recommend that you wear work gloves and operate with care to avoid injury during the process.

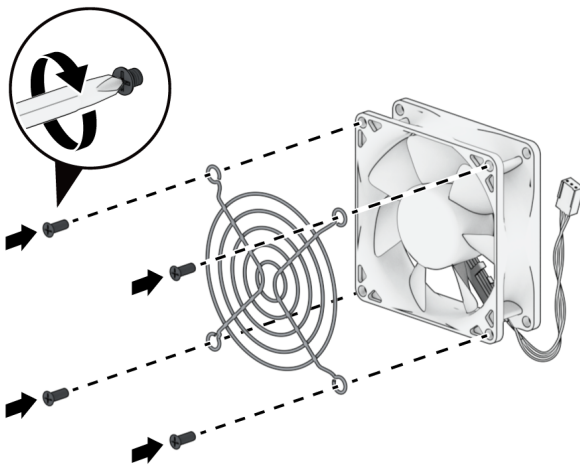
1. Shut down your Synology NAS. Disconnect all cables from your Synology NAS to prevent possible damage.
2. Follow step 1 of the [Install Drives](#) section to open the back cover.
3. Loosen the screws that secure the fan on the back cover as shown below. Find the power cord of the fan and carefully unplug it. The fan will come off from the back cover when the power cord is unplugged.



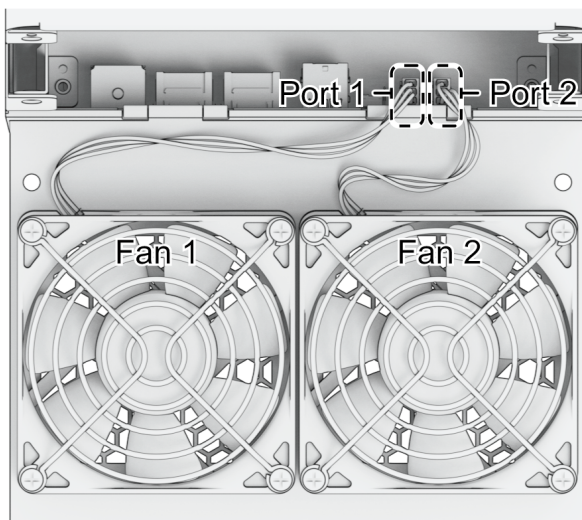
4. Remove the fan guard and replace the malfunctioning fan with a new one.



5. Place back and tighten the 4 screws to secure the fan guard.



6. Plug the power cord of the new fan into the Synology NAS. Fans and ports are numbered as shown below.



**Notes:**

- Make sure to connect the fan connectors to their corresponding ports. As illustrated above, connect fan 1 to port 1. Connecting a fan connector to the wrong port may lead to the system incorrectly displaying a fan number when a malfunction occurs.

7. Tighten the screws that secure the fan, then close the back cover and tighten the screws which were removed in step 1.

# Chapter 5: Troubleshooting

## CAUTION:

- You should only perform troubleshooting and repairs as authorized or directed by the Synology Technical Support team.

## Notes:

- This chapter describes possible issues that may occur. Not every issue will occur on your Synology NAS. Please refer to the corresponding sections for troubleshooting steps specific to the issue that has occurred.

## 5.1 Troubleshooting checklist

Before doing any troubleshooting or repair tasks, use the following checklist to find possible causes for hardware issues on your Synology NAS.

1. Remove all USB drives before powering on the Synology NAS.
2. Is the Synology NAS connected to a functional AC power outlet?
3. Is the Synology NAS turned on?
4. Is the POWER LED light on?
5. Is the STATUS LED light on?
6. Is the ALERT LED light blinking?
7. Verify that all cables are not loose or incorrectly connected.
8. If you have recently added non-hot swappable hardware components (e.g., memory modules, NIC, PCIe cards), remove the component and verify if the Synology NAS functions properly without it.
9. Are you operating the latest version of DSM?
10. If you are unable to connect to your Synology NAS through a network, change the network cable and try to connect again. (For troubleshooting purposes ensure you are directly connecting to your Synology NAS without a router, switch, or hub.)

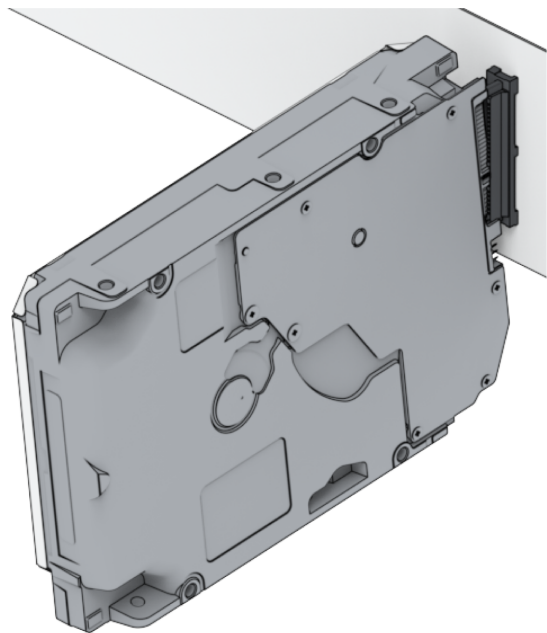
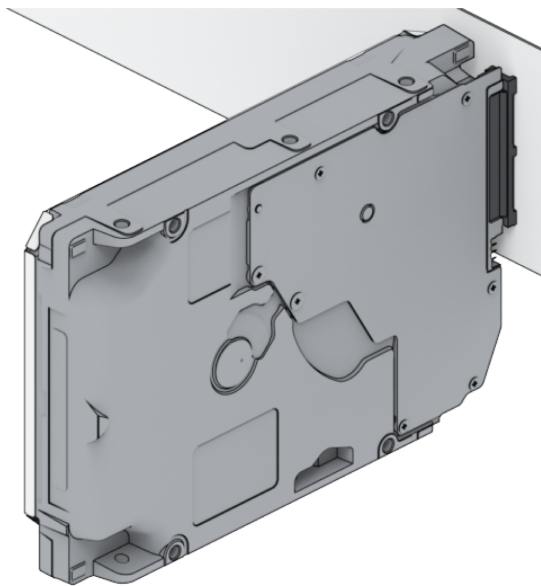
## 5.2 Common issues resolution

The following issues are discussed in this section:

- [Unable to recognize hard drive\(s\)](#)
- [Unable to connect to the network](#)
- [Unable to recognize external USB devices](#)
- [Alert LED is blinking continuously](#)
- [Unable to finish powering on \(power LED is blinking continuously\)](#)
- [Unable to finish powering on with no drives installed](#)
- [No power after pressing the power button](#)
- [Unable to power on after connecting UPS](#)

## Unable to recognize hard drive(s)

1. Confirm that you are using a hard drive listed in the [Synology Products Compatibility List](#).
2. Remove the hard drive from the Synology NAS and do a visual inspection:
  - a. Confirm that the hard drive connector is not damaged or crooked.



3. Replace the hard drive with a new one, then reboot the Synology NAS to see if the problem is caused by the removed drive.
4. Remove the top cover and check that the power supply and connectors on the HDD backplane are properly plugged in.

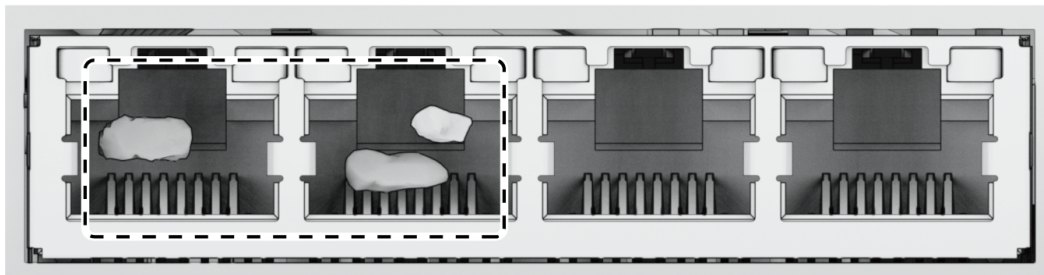
### Notes:

- When the Synology NAS is powered on, do not touch any parts of the PCB with your hands or tools.

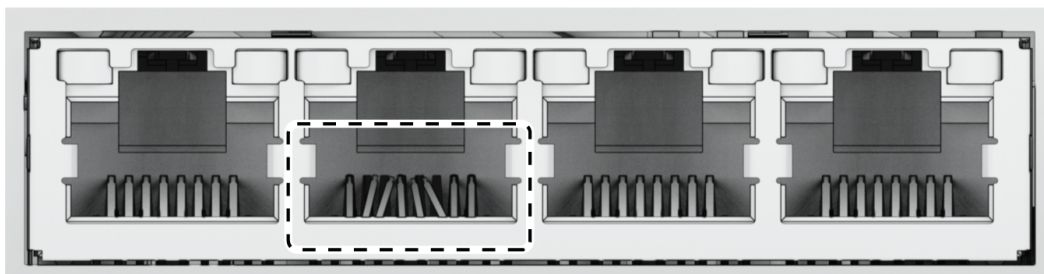
5. If, after following the above troubleshooting steps and the issue is still unresolved, contact Synology Technical Support for further assistance.

## Unable to connect to the network

1. Restart the system and confirm that the network status and configuration are correct.
2. Check whether the network cable is loose or damaged, and replace it with a working network cable.
3. Connect the network cable to another port on the switch or hub.
4. Connect the network cable directly to a PC to confirm whether the Synology NAS can be connected to normally.
5. Check the interior and exterior of the network port for dust or damage.



6. Check the interior of the network port for damaged or skewed pins.



7. If, after following the above troubleshooting steps and the issue is still unresolved, contact Synology Technical Support for further assistance.

## Unable to recognize external USB devices

1. Do a visual inspection and check whether the USB port is rusted, which may cause a bad connection.
2. Check that the external USB device is [compatible](#) with your Synology NAS.
3. Do a visual inspection and check whether there is foreign matter inside the port.
4. Check that the power supply for the external USB device is plugged in and provides power.
5. Swap the inoperative USB device with one that has been confirmed to work properly.
6. If, after following the above troubleshooting steps and the issue is still unresolved, contact Synology Technical Support for further assistance.

## Alert LED is blinking continuously

When the Alert LED flashes continuously, and DSM shows "The temperature of the Synology NAS is too high. If the overheating issue persists, your Synology NAS may shut down to avoid hardware malfunctions" or "Fan on the Synology NAS has stopped working" messages, please refer to "[Replace System Fan](#)" and verify that your fan is correctly installed and functional.

## Unable to finish powering on (power LED is blinking continuously)

1. Statically discharge yourself.
2. Make sure your Synology NAS is powered off.
3. Remove all attached external devices (USB, eSATA, Ethernet, etc.), installed drives, and any additional installed RAM (3rd party RAM is not supported).
4. Power up the Synology system and wait 10 minutes before proceeding to the next step.
5. Check the status of the power button LED light. For more information on LED definitions, please see "[System modes and LED indicators](#)".
  - a. If the power LED continues to blink or remains powered off, unfortunately, that means the Synology NAS has experienced a hardware failure. Please follow the instructions in "[Unable to finish powering on with no drives installed](#)".
  - b. If the power LED is static, please follow the instructions in [this tutorial](#) to troubleshoot drive issues.



### Notes:

- If the power LED turns static, the ALERT light will likely be blinking orange, and the Synology NAS will start beeping — this is normal and expected behavior. Once you finish testing all of the drives, it should stop doing this unless one or more of your drives are faulty.
- Being able to ping the unit doesn't mean anything of note other than that the LAN ports are functional. To properly do the above testing, ensure that the power LED goes static and does not continue blinking.

## Unable to finish powering on with no drives installed

1. Finish all steps in the section "[Unable to finish powering on \(power LED is blinking continuously\)](#)".
2. Follow the steps below and do an internal check:
  - a. Unplug the power cord(s).
  - b. Confirm that motherboard is properly installed and is Synology-manufactured.
  - c. Clean up and reinstall the memory modules. Make sure that memory slots and memory modules are free of dust, dirt, and other foreign matter.
3. If there is dust and dirt buildup inside the Synology NAS, clean it before trying the power-on process.
4. If, after following the above troubleshooting steps and the issue is still unresolved, contact Synology Technical Support for further assistance.

## No power after pressing the power button

Do the following basic environmental check:

1. Confirm that the power cord(s) is functioning normally and that it is not damaged.
2. Confirm that the power cord(s) is properly plugged at both the power socket and the Synology NAS.
3. Confirm that the AC power supply meets the voltage requirements (110V - 220V). If a UPS is connected to the Synology NAS, disconnect it temporarily, and use AC power instead.
4. Remove all external I/O devices (such as external hard disks/USB/LAN/eSATA). Retain only the power supply and confirm that the Synology NAS can power on properly.

If the Synology NAS is still unable to power on after doing the environmental check, follow the steps below and do an internal check of your Synology NAS.

1. Remove the power cord(s) and remove the top cover.
2. Confirm that the LED cables are properly plugged in.

3. Confirm that PSU connectors are properly plugged in.
4. Check that there is no dust buildup on internal components; if there are, it needs to be cleaned.
5. Reconnect the power cord(s) and try to power on the Synology NAS again.
6. If, after following the above troubleshooting steps and the issue remains unresolved, contact Synology Technical Support for further assistance.

## Unable to power on after connecting UPS

1. Check that the power cord(s) for the UPS and the Synology NAS is properly plugged in.
2. Check that the power provided by the UPS is stable.
3. Connect the power cord(s) of the Synology NAS directly to the AC power outlet and confirm that it can power on.
4. Confirm that the UPS system is [compatible](#) with the Synology NAS.
5. If, after following the above troubleshooting steps and the issue is still unresolved, contact Synology Technical Support for further assistance.

## 5.3 Before you contact Synology Technical Support

Before you contact Synology Technical Support, follow the below instructions to try to solve the issue:

- Use the troubleshooting information in this manual.
- Follow the instructions in the "[Troubleshooting checklist](#)".
- Check for the updated information, new device drivers, and hints and tips on the [Synology Knowledge Center](#).

If possible, be at your product when you contact Synology Technical Support and have the following information available:

- Product Model Name
- Serial numbers of your Synology products
- Description of the problem
- Exact wording of any error messages
- Hardware and software configuration information

## 5.4 Contacting Synology Technical Support

During the warranty period, you can get help and information through the [Synology Technical Support](#). Trained service personnel are available to assist you in determining a hardware problem

and deciding what action is necessary to fix the problem.

The warranty does not cover the following:

- Replacement or use of parts not manufactured for or by Synology or non-warranted Synology parts
- Identification of software problem sources
- Installation and maintenance of application programs

If it is determined that replacement services are necessary, please contact the local reseller or distributor where you purchased the product for further assistance. (Synology does not provide direct replacement services outside North America.)

**Notes:**

- For more information about on Synology's warranty policies, please refer to [this article](#).

## 5.5 Getting information, help, and service

Synology publishes a wide range of supporting documentation.

In [Knowledge Base](#), you will find useful [Help](#) and [FAQ](#) articles, as well as [video tutorials](#), breaking up processes into handy steps.

Also, you can find [User's Guides](#), [Solution Guides](#), [brochures](#), and [White Papers](#). Experienced users and administrators will find answers and guidance in [Developer Guides](#).

Got a problem and unable to find the solution in our official documentation? Search hundreds of answers by users and support staff in [Synology Community](#) or reach [Synology Technical Support](#) through the web form, email, or telephone.

# SYNOLOGY, INC.

## END USER LICENSE AGREEMENT

IMPORTANT—READ CAREFULLY: THIS END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A LEGAL ENTITY) AND SYNOLOGY, INC. ("SYNOLOGY") FOR THE SYNOLOGY SOFTWARE INSTALLED ONTO THE SYNOLOGY PRODUCT PURCHASED BY YOU (THE "PRODUCT"), OR LEGALLY DOWNLOADED FROM [WWW.SYNOLOGY.COM](http://WWW.SYNOLOGY.COM), OR ANY OTHER CHANNEL PROVIDED BY SYNOLOGY ("SOFTWARE").

YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY USING THE PRODUCTS CONTAINING THE SOFTWARE, INSTALLING THE SOFTWARE ONTO THE PRODUCTS OR DEVICE CONNECTED TO THE PRODUCTS. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT USE THE PRODUCTS CONTAINING THE SOFTWARE OR DOWNLOAD THE SOFTWARE FROM [WWW.SYNOLOGY.COM](http://WWW.SYNOLOGY.COM), OR ANY OTHER CHANNEL PROVIDED BY SYNOLOGY. INSTEAD, YOU MAY RETURN THE PRODUCT TO THE RESELLER WHERE YOU PURCHASED IT FOR A REFUND IN ACCORDANCE WITH THE RESELLER'S APPLICABLE RETURN POLICY.

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Section 3. Backup. You may make a reasonable number of copies of the Software for backup and archival purposes only.

Section 4. Updates. Any software provided to you by Synology or made available on the Synology website at [www.synology.com](http://www.synology.com) ("Website") or any other channel provided by Synology that updates or supplements the original Software is governed by this EULA unless separate license terms are provided with such updates or supplements, in which case, such separate terms will govern.

Section 5. License Limitations. The license set forth in Sections 1, 2 and 3 applies only to the extent that you have ordered and paid for the Product and states the entirety of your rights with respect to the Software. Synology reserves all rights not expressly granted to you in this EULA. Without limiting the foregoing, you shall not authorize or permit any third party to: (a) use the Software for any purpose other than that in connection with the Product; (b) license, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Software; (c) reverse engineer, decompile, disassemble or attempt to discover the source code of or any trade secrets related to the Software, except and only to the extent that such conduct is expressly permitted by applicable law notwithstanding this limitation; (d) adapt, modify, alter, translate or create any derivative works of the Software; (e) remove, alter or obscure any copyright notice or other proprietary rights notice on the Software or Product; or (f) circumvent or attempt to circumvent any methods employed by Synology to control access to the components, features or functions of the Product or Software. Subject to the limitations specified in this Section 5, you are not prohibited from providing any services hosted by Synology NAS server to any third party for commercial purpose.

Section 6. Open Source. The Software may contain components licensed to Synology under the GNU General Public License ("GPL Components"), currently available at <http://www.gnu.org/licenses/gpl.html>. The terms of the GPL will control solely with respect to the GPL Components to the extent that this EULA conflicts with the requirements of the GPL with respect to your use of the GPL Components, and, in such event, you agree to be bound by the GPL with respect to your use of such components.

Section 7. Audit. Synology will have the right to audit your compliance with the terms of this EULA. You agree to grant Synology a right to access to your facilities, equipment, books, records and documents and to otherwise reasonably cooperate with Synology in order to facilitate any such audit by Synology or its agent authorized by Synology.

Section 8. Ownership. The Software is a valuable property of Synology and its licensors, protected by copyright and other intellectual property laws and treaties. Synology or its licensors own all rights, titles and interests in and to the Software, including but not limited to copyright and any other intellectual property rights.

Section 9. Limited Warranty. Synology provides a limited warrant that the Software will substantially conform to Synology's published specifications for the Software, if any, or otherwise set forth on the Website, for a period required by your local law. Synology will use commercially reasonable efforts to, in Synology's sole discretion, either correct any such nonconformity in the Software or replace any Software that fails to comply with the foregoing warranty, provided that you give Synology written notice of such noncompliance within the warranty period. The foregoing warranty does not apply to any noncompliance resulting from any: (w) use, reproduction, distribution or disclosure not in accordance with this EULA; (x) any customization, modification or other alteration of the Software by anyone other than Synology; (y) combination of the Software with any product, services or other items provided by anyone other than Synology; or (z) your failure to comply with this EULA.

Section 10. Support. During the period specified in the Section 9, Synology will make available to you the support services.

Following the expiration of the applicable period, support for Software may be available from Synology upon written request.

Section 11. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND WITH ALL FAULTS. SYNOLOGY AND ITS SUPPLIERS HEREBY DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE AND NONINFRINGEMENT, WITH REGARD TO THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, SYNOLOGY DOES NOT WARRANT THAT THE SOFTWARE WILL BE FREE OF BUGS, ERRORS, VIRUSES OR OTHER DEFECTS.

Section 12. Disclaimer of Certain Damages. IN NO EVENT WILL SYNOLOGY OR ITS LICENSORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO LOSS OF DATA, INFORMATION, REVENUE, PROFIT OR BUSINESS) ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SOFTWARE OR OTHERWISE UNDER OR IN CONNECTION WITH THIS EULA OR THE SOFTWARE, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY EVEN IF SYNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 13. Limitation of Liability. SYNOLOGY'S AND ITS SUPPLIERS' LIABILITY ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SOFTWARE OR OTHERWISE UNDER OR IN CONNECTION WITH THIS EULA OR THE SOFTWARE IS LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCT REGARDLESS OF THE AMOUNT OF DAMAGES YOU MAY INCUR AND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY. The foregoing disclaimer of warranties, disclaimer of certain damages and limitation of liability will apply to the maximum extent permitted by applicable law. The laws of some states/jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of certain damages. To the extent that those laws apply to this EULA, the exclusions and limitations set forth above may not apply to you.

Section 14. Export Restrictions. You acknowledge that the Software is subject to U.S. export restrictions. You agree to comply with all applicable laws and regulations that apply to the Software, including without limitation the U.S. Export Administration Regulations.

Section 15. Termination. Without prejudice to any other rights, Synology may terminate this EULA if you do not abide by the terms and conditions contained herein. In such event, you must cease use of the Software and destroy all copies of the Software and all of its component parts.

Section 16. Assignment. You may not transfer or assign your rights under this EULA to any third party, except for that pre-installed in the Products. Any such transfer or assignment in violation of the foregoing restriction will be void.

Section 17. Applicable Law. Unless expressly prohibited by local law, this EULA is governed by and construed in accordance with the laws of the country, in accordance with which Synology Inc. was organized without regard to any conflict of law principles to the contrary.

Section 18. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this EULA will be resolved exclusively and finally by arbitration conducted by three neutral arbitrators in accordance with the procedures of the Arbitration Law and related enforcement rules of the country in which Synology Inc. was organized. In such cases, the arbitration will be limited solely to the dispute between you and Synology. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The arbitration shall take place in Taipei and the arbitration proceedings shall be conducted in English or, if both parties so agree, in Mandarin Chinese. The arbitration award shall be final and binding on the parties and may be enforced in any court having jurisdiction. You understand that, in the absence of this provision, you would have had a right to litigate any such dispute, controversy or claim in a court, including the right to litigate claims on a class-wide or class-action basis, and you expressly and knowingly waive those rights and agree to resolve any disputes through binding arbitration in accordance with the provisions of this Section 18. Nothing in this Section shall be deemed to prohibit or restrict Synology from seeking injunctive relief or seeking such other rights and remedies as it may have at law or equity for any actual or threatened breach of any provision of this EULA relating to Synology's intellectual property rights.

Section 19. Attorneys' Fees. In any arbitration, mediation, or other legal action or proceeding to enforce rights or remedies under this EULA, the prevailing party will be entitled to recover, in addition to any other relief to which it may be entitled, costs and reasonable attorneys' fees.

Section 20. Severability. If any provision of this EULA is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this EULA will remain in full force and effect.

Section 21. Entire Agreement. This EULA sets forth the entire agreement of Synology and you with respect to the Software and the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements whether written or oral. No amendment, modification or waiver of any of the provisions of this EULA will be valid unless set forth in a written instrument signed by the party to be bound thereby.

## SYNOLOGY, INC. LIMITED PRODUCT WARRANTY

THIS LIMITED WARRANTY ("WARRANTY") APPLIES TO THE PRODUCTS (AS DEFINED BELOW) OF SYNOLOGY, INC. AND ITS AFFILIATES, INCLUDING SYNOLOGY AMERICA CORP, (COLLECTIVELY, "SYNOLOGY"). YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS WARRANTY BY OPENING THE PACKAGE CONTAINING AND/OR USING THE PRODUCT. PLEASE BE ADVISED THAT THIS LIMITED WARRANTY DOES NOT APPLY TO THE SOFTWARE CONTAINED IN THE PRODUCTS WHICH SHALL BE SUBJECT TO ITS END USER LICENSE AGREEMENT, AND THAT SYNOLOGY RESERVES THE RIGHT TO MAKE ADJUSTMENTS AND/OR MODIFICATION TO THIS PRODUCT WARRANTY FROM TIME TO TIME WITHOUT PROVIDING PRIOR NOTICE TO YOU. IF YOU DO NOT AGREE TO THE TERMS OF THIS WARRANTY, DO NOT USE THE PRODUCT. INSTEAD, YOU MAY RETURN THE PRODUCT TO THE RESELLER WHERE YOU PURCHASED IT FOR A REFUND IN ACCORDANCE WITH THE RESELLER'S APPLICABLE RETURN POLICY.

PLEASE NOTE THAT SYNOLOGY'S WARRANTY SUPPORTS ARE NOT AVAILABLE IN EVERY COUNTRY, AND THAT SYNOLOGY MAY REFUSE TO PROVIDE THIS LIMITED WARRANTY SUPPORTS TO YOU IF YOU REQUEST SUCH SUPPORTS NOT AT THE COUNTRY AT WHICH THE PRODUCT WAS ORIGINALLY PURCHASED. THE COUNTRY AT WHICH THE PRODUCT WAS ORIGINALLY PURCHASED SHALL BE DETERMINED BASED ON THE SYNOLOGY'S INTERNAL RECORDS.

Local Consumer Protection Laws. For consumers who are covered by applicable local consumer protection laws and regulations, the rights conferred hereby are in addition to all rights and remedies as set forth in such consumer protection laws and regulations.

### Section 1. Products

(a) "Products" refer to New Products or Refurbished Products.

(b) "New Product" means the Synology-branded hardware product and Synology-branded accessories contained in the original packaging Customer bought from an authorized Synology distributor or reseller. You may see our "New Product" at [Product Support Status](#).

(c) "Refurbished Product" means all Synology products which have been refurbished by Synology's affiliate or an authorized Synology distributor or reseller, not including those sold as "as is" or with "no warranty" by anyone.

(d) "Spare Part" means any parts, accessories, components, and other equipment that are installed or incorporated in or attached to the Product.

(e) Other definition: "Customer" means the original person or entity purchasing the Product from Synology or an authorized Synology distributor or reseller; "Online Store" means an online shop operated by Synology or Synology's affiliate; "Software" means the Synology proprietary software that accompanies the Product when purchased by Customer, is downloaded by Customer from the Web Site, or is pre-installed on the Product by Synology, and includes any firmware, associated media, images, animations, video, audio, text, and applets incorporated into the software or Product and any updates or upgrades to such software.

### Section 2. Warranty Period

(a) "Warranty Period": The warranty period commences on the purchase date is shown on the purchase receipt or invoice to be presented by Customer and ending at the day after the end of the Warranty Period for each New Product. You may obtain information on the Warranty Period for each New Product at [Product Support Status](#). For Spare Part, Warranty Period under normal use is one year (five years for system drives) from the date the Product was purchased. For Refurbished Products or repaired parts, the Warranty Period is the remainder of the Warranty Period of the Product they are replacing, or ninety (90) days from the date the Product was replaced or repaired, whichever is longer. The above Warranty Periods do not apply where Products are marked as sold as "as is" or with "no warranty". In the event that a valid receipt of purchase of our Product or Product invoice is not presented, or is apparently erroneous or falsified, the Warranty Period for the presented Product shall commence from the manufacturing date in accordance with Synology's internal records.

(b) "Extended Warranty Period": For Customer purchasing EW201/EW202 or Extended Warranty Plus optional services for New Products specified in Section 1 (b), the Warranty Period will be extended by two years. For EW201/EW202, you may see the applicable Product models and available regions at [EW201/EW202 Extended Warranty](#). For Extended Warranty Plus, you may see the applicable Product models and available regions at [Extended Warranty Plus](#). Customer can only choose either of the optional services.

(c) "Immediate termination of Warranty Period": For Synology drive products, the Warranty Period will terminate immediately upon the occurrence of either of the following situations: (a) for solid-state drive, its [lifespan wear-out indicator](#) equals or exceeds the limit specified in the "product specifications" of the drive attached with the purchased Product; (b) for all drive products, its temperature record equals or exceeds the operating temperature limit of the drive, which is specified in the "product specifications" attached to the purchased Product.

### Section 3. Limited Warranty and Remedies

**3.1 Limited Warranty.** Subject to Section 3.2, Synology warrants to the Customer that each Product (a) will be free of material defects in workmanship and (b) under normal use will perform substantially in accordance with Synology's published specifications for the Product during the Warranty Period. Such limited warranty does not apply to the Software contained in the product or purchased by Customer which shall be subject to the accompanying end user license agreement provided with the Product. Synology provides no warranty for Refurbished Product sold as "as is" or with "no warranty".

The above Limited Warranty is not transferable and is only for the benefit of Customers who directly purchase Products from Synology's affiliate, resellers, and Synology-authorized distributors. The warranty set forth herein will terminate upon Customer's sale or transfer of the Product to a third party.

**3.2 Exclusions.** The foregoing warranties and warranty obligations do not apply to any Product that (a) has been installed or used in a manner not specified or described in the Product, specifications, or its related documents, or in any way misused, abused, or damaged; (b) has been damaged caused by accident, fire, liquid contact, earthquake, other external factor or product use in improper environment; (c) has been disassembled without authorization from Synology; or (d) with cosmetic damage caused by normal wear and tear or otherwise due to the normal aging of the Product, including but not limited to scratches, dents and broken plastic on ports unless failure has occurred due to a defect in materials or workmanship; (e) serial number has been removed or defaced from Product, resulting in not able to identify; (f) has been damaged or out of order because Customer fails to implement any correction, modification, enhancement, improvement or other update made available to Customer by Synology, or because Customer implements, installs or uses any correction, modification, enhancement, improvement or other update made available by any third party; (g) has been damaged, out-of-order, or incompatible due to installation or use with items not provided by Synology other than the hardware, software or other accessory for which the Product is designed.

Please note that each of the above situations shall be subject to the inspection and verification of the Product's appearance and functions by Synology. Synology may refuse to provide any warranty services, including but not limited to product repair, technical support, and product replacement as described in Section 3.3 to any Product under any of the above situations.

**3.3 Warranty Support and Exclusive Remedy.** If Customer gives notice of noncompliance with any of the warranties set forth in Section 3.1 within the applicable Warranty Period in the manner set forth below, then, upon verification of the noncompliance by Synology, Synology will, at Synology's option: (a) use commercially reasonable efforts to repair the Product, (b) provide technical support, or (c) replace the noncomplying Product or part thereof upon return of the complete Product in accordance with Section 3.4. The foregoing sets forth Synology's entire liability and Customer's sole and exclusive remedy for any breach of warranty under Section 3.1 or any other defect or deficiency in the Product. Customer will reasonably assist Synology to diagnose and validate any nonconformity with the Product. Please note that the warranty support does not apply to rescue of the data stored in Synology Product or its backup. Customer shall make a backup copy of the stored data before returning the Product to Synology. Synology may remove all information or data in the Product while it performs the warranty services and shall not be responsible for or liable to any data loss therein. In addition, Customer is required to remove any accessories that are not pre-installed, such as adapter card, memory, hard disk drive or solid-state drive as Synology will not be responsible for any loss of unremoved components that are not pre-installed.

**3.4 Return.** For warranty claims, the Customer must return the complete Product to Synology in accordance with this Section 3.4. Any returned Product which (a) has been disassembled (except under the direction of Synology); or from which (b) the serial number has been removed or defaced, causing inability to identify, or which (c) was damaged on the way of return because of improper packaging (including but not limited to scratches and deformation), will be refused and returned to Customer at Customer's expense. Any Product must be returned in the same condition as it was received from Synology to the address designated by Synology, freight pre-paid, in packaging sufficient to protect the contents thereof. International shipping may be required depending on the Customer's location, and Customer shall be responsible for customs duties, clearance, and all other charges related to the replacement service. Customer is responsible for insurance and risk of loss and/or damage with respect to returned items until they are properly received by Synology.

**3.4.1 General Replacement Service.** Any Product returned by Customer under Section 3.3 must be made in accordance with Synology's then-current replacement procedures with the purchase receipt or invoice. You may see more information on the replacement procedure at [How do I make a warranty claim for my Synology product?](#)

**3.4.2 Extended Warranty Plus Service.** (Only applicable to the Customer purchasing Extended Warranty Plus)

(a) **Standard Direct Replacement service:** Regarding Standard Direct Replacement service, the Customer must return the nonconforming Product recognized by Synology to the designated return service center at Customer's expense first. The replacement will not be shipped until the nonconforming Product is received at Synology's designated return service center.

(b) **Advanced Direct Replacement service:** Regarding Advanced Direct Replacement service, Synology will ship the replacement Product to the address specified by the Customer before the Customer returns the nonconforming Product. Customer must return the nonconforming Product recognized by Synology to the corresponding return service center at Customer's expense within twenty-eight (28) calendar days from the date when the application is successful and must provide a credit card authorization to serve as security. The credit card authorization will be

canceled after Synology has received the nonconforming Product returned by the Customer. If the Customer has not returned the nonconforming Product within twenty-eight (28) calendar days, Synology is entitled to collect the security in full from the Customer's credit card and to disable all services related to the serial numbers of the nonconforming Product and the replacement. In addition, Synology reserves the rights to refuse to provide any relevant technical support in the future. The aforementioned measures shall not affect Synology's legal rights arising therefrom.

3.5 Replacement of New Product or Refurbished Product by Synology. If Synology elects to replace any Product under this Warranty set forth in Section 3.1, then Synology will ship a replacement Product at Synology's expense via the shipping method selected by Synology after receipt of the nonconforming Product returned in accordance with Section 3.4 and validation by Synology that the Product does not conform to the warranty. Before the shipment of the Refurbished Product to the Customers, they have been verified to strictly comply with Synology's quality standard. Please note that part of the Refurbished Products would be with certain stain, scratches, or other minor wear and tear. In some countries, Synology may at its own discretion apply the Synology Replacement Service to certain Products, through which Synology will ship a replacement Product to Customer before its receipt of the nonconforming Product returned by Customer ("Synology Replacement Service").

3.6 Disclaimer of Warranties. THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF SYNOLOGY AND THE REMEDIES OF CUSTOMER SET FORTH IN THIS WARRANTY ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND DISCLAIMS, ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF SYNOLOGY AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST SYNOLOGY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE PRODUCT, ACCOMPANYING DOCUMENTATION OR SOFTWARE AND ANY OTHER GOODS OR SERVICES DELIVERED UNDER THIS WARRANTY, INCLUDING, BUT NOT LIMITED TO ANY: (A) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE; (B) IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (C) CLAIM OF INFRINGEMENT OR MISAPPROPRIATION; OR (D) CLAIM IN TORT (WHETHER BASED ON NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHER THEORY). SYNOLOGY MAKES NO GUARANTEE AND SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE DATA OR INFORMATION STORED ON ANY SYNOLOGY PRODUCT WILL BE SECURE AND WITHOUT RISK OF DATA LOSS. SYNOLOGY RECOMMENDS THAT CUSTOMER TAKES APPROPRIATE MEASURES TO BACK UP THE DATA STORED ON THE PRODUCT. SOME STATES/JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

3.7 Extended Warranty Plus Limitations. (a) The Customer must complete the purchase of the Extended Warranty Plus Service within ninety (90) days following the original purchase date of the new Product. (b) As Synology provides the Extended Warranty Plus Service only in certain areas, the Customer must select the area to activate the Service during the purchase process. If the Customer requests Extended Warranty Plus Service from an area other than the selected area, Synology, at its sole discretion, may not provide Extended Warranty Plus Service; (c) Exceptions to coverage: The Extended Warranty Plus Service does not apply to overseas departments, overseas territories, overseas autonomous regions, and islands other than the main island of the countries and regions.

#### Section 4. Limitations of Liability

4.1 Force Majeure. Synology will not be liable for, or be considered to be in breach of or default under this Warranty on account of, any delay or failure to perform as required by this Warranty as a result of any cause or condition beyond its reasonable control (including, without limitation, any act or failure to act by Customer).

4.2 Disclaimer of Certain Damages. IN NO EVENT WILL SYNOLOGY OR ITS SUPPLIERS BE LIABLE FOR THE COST OF COVER OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO LOSS OF DATA, INFORMATION, REVENUE, PROFIT OR BUSINESS) ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE PRODUCT, ANY ACCOMPANYING DOCUMENTATION OR SOFTWARE AND ANY OTHER GOODS OR SERVICES PROVIDED UNDER THIS WARRANTY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY EVEN IF SYNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.3 Limitation of Liability. SYNOLOGY'S AND ITS SUPPLIERS' LIABILITY ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE PRODUCT, ANY ACCOMPANYING DOCUMENTATION OR SOFTWARE AND ANY OTHER GOODS OR SERVICES PROVIDED UNDER THIS WARRANTY IS LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRODUCT REGARDLESS OF THE AMOUNT OF DAMAGES CUSTOMER MAY INCUR AND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY. The foregoing disclaimer of certain damages and limitation of liability will apply to the maximum extent permitted by applicable law. The laws of some states/jurisdictions do not allow exclusion or limitation of certain damages. To the extent that those laws apply to the Product, the exclusions and limitations set forth above may not apply to Customer.

#### Section 5. Miscellaneous

5.1 Proprietary Rights. The Product and any accompanying Software and documentation provided with the Product include



proprietary and intellectual property rights of Synology and its third party suppliers and licensors. Synology retains and reserves all right, title, and interest in the intellectual property rights of the Product, and no title to or ownership of any intellectual property rights in or to the Product, any accompanying Software or documentation and any other goods provided under this Warranty is transferred to Customer under this Warranty. Customer will (a) comply with the terms and conditions of the Synology end user license agreement accompanying any Software furnished by Synology or an authorized Synology distributor or reseller; and (b) not attempt to reverse engineer any Product or component thereof or accompanying Software or otherwise misappropriate, circumvent or violate any of Synology's intellectual property rights.

5.2 Assignment. Customer will not assign any of its rights under this Warranty directly, by operation of law or otherwise, without the prior written consent of Synology.

5.3 No Additional Terms. Except as expressly permitted by this Warranty, neither party will be bound by, and each party specifically objects to, any term, condition or other provision that conflicts with the provisions of this Warranty that is made by the other party in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise, unless each party specifically agrees to such provision in writing. Further, if this Warranty conflicts with any terms or conditions of any other agreement entered into by the parties with respect to the Product, this Warranty will prevail unless the other agreement specifically references the sections of this Warranty that it supersedes.

5.4 Applicable Law. Unless explicitly prohibited by local law, this Warranty is governed by the laws of the State of Washington, U.S.A. for the Customers residing within the United States; and by the laws of the Republic of China (Taiwan) for Customers not residing within the United States, without regard to any conflict of law principles to the contrary. The 1980 U.N. Convention on Contracts for the International Sale of Goods or any successor thereto does not apply.

5.5 Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Warranty, the Product or services provided by Synology with respect to the Product or the relationship between Customers residing within the United States and Synology will be resolved exclusively and finally by arbitration under the current commercial rules of the American Arbitration Association, except as otherwise provided below. The arbitration will be conducted before a single arbitrator, and will be limited solely to the dispute between Customer and Synology. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The arbitration shall be held in King County, Washington, U.S.A. by submission of documents, by telephone, online or in person as determined by the arbitrator at the request of the parties. The prevailing party in any arbitration or legal action occurring within the United States or otherwise shall receive all costs and reasonable attorneys' fees, including any arbitration fee paid by the prevailing party. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. Customer understands that, in the absence of this provision, Customer would have had a right to litigate any such dispute, controversy or claim in a court, including the right to litigate claims on a class-wide or class-action basis, and Customer expressly and knowingly waives those rights and agrees to resolve any disputes through binding arbitration in accordance with the provisions of this Section 5.5. For Customers not residing within the United States, any dispute, controversy or claim described in this section shall be finally resolved by arbitration conducted by three neutral arbitrators in accordance with the procedures of the R.O.C. Arbitration Law and related enforcement rules. The arbitration shall take place in Taipei, Taiwan, R.O.C., and the arbitration proceedings shall be conducted in English or, if both parties so agree, in Mandarin Chinese. The arbitration award shall be final and binding on the parties and may be enforced in any court having jurisdiction. Nothing in this Section shall be deemed to prohibit or restrict Synology from seeking injunctive relief or seeking such other rights and remedies as it may have at law or equity for any actual or threatened breach of any provision of this Warranty relating to Synology's intellectual property rights.

5.6 Attorneys' Fees. In any arbitration, mediation, or other legal action or proceeding to enforce rights or remedies under this Warranty, the prevailing party will be entitled to recover, in addition to any other relief to which it may be entitled, costs and reasonable attorneys' fees.

5.7 Export Restrictions. You acknowledge that the Product may be subject to U.S. export restrictions. You will comply with all applicable laws and regulations that apply to the Product, including without limitation the U.S. Export Administration Regulations.

5.8 Severability. If any provision of this Warranty is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Warranty will remain in full force and effect.

5.9 Entire Agreement. This Warranty constitutes the entire agreement, and supersedes any and all prior agreements, between Synology and Customer related to the subject matter hereof. No amendment, modification or waiver of any of the provisions of this Warranty will be valid unless set forth in a written instrument signed by the party to be bound thereby.

5.10 Extended Warranty Plus Service Payment and Termination. (a) Upon verifying the purchase order by Synology, the Customer shall immediately pay all charges and tax. Synology reserves the right to refuse to provide the Extended Warranty Plus Service to Customer who are ineligible or who are under statutory age. (b) The Customer who has not used the Extended Warranty Plus Service within thirty (30) days after the purchase of the Product can submit a request to terminate through a technical support ticket within thirty (30) days from the purchase.

## **FCC Declaration of Conformity**

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

この装置は、クラス B 機器です。この装置は、住宅環境で使用することを目的としていますが、この装置がラジオやテレビジョン受信機に近接して使用されると、受信障害を引き起こすことがあります。

取扱説明書に従って正しい取り扱いをして下さい。

VCCI — B

## **Declaration Letter of REACH & RoHS Compliance**

### **About REACH**

In June 2007, the European Union Regulation (EC) 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) was first released. Under this Regulation, manufacturers are required to gather information on the properties of their chemical substances, which will allow their safe handling, and to register the information to European Chemicals Agency (ECHA). The aim is to improve the protection of human health and the environment through the better and earlier identification of the intrinsic properties of chemical substances.

### **About RoHS**

RoHS Directive (EU Directive 2002/95/EC ) was issued in 2002, restricted the use of the six chemicals lead, cadmium, mercury, and hexavalent chromium, as well as flame retardants polybrominated biphenyls (PBBs) and polybrominated diphenyl ethers (PBDEs). Under this directive, manufacturers are required to replace these chemicals in their products with less hazardous alternatives.

Then RoHS 2.0 (Directive 2011/65/EU) has replaced Directive 2002/95/EC since January 3, 2013. In 2015, EU commission publishes Directive (EU) 2015/863 to amend Annex II to EU RoHS 2 (Directive 2011/65/EU) to add 4 phthalates (DEHP, BBP, DBP and DIBP) onto the list of restricted substances from 22 July 2019.

### **REACH and RoHS Compliance**

Synology meets all requirements of the REACH Regulation and is compliant to all implemented RoHS type regulations worldwide. To the best of Synology's knowledge, all Synology products in production (including finished



products, spare parts, and packaging materials) are in compliance with the requirements of the Regulation and/or Directives. Synology continues to monitor, influence, and develop our processes to comply with any proposed changes to the Regulation and/or Directives.