

# **Synology Network Video Recorder DVA3221**

**Hardware Installation Guide** 

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# **Before You Start**

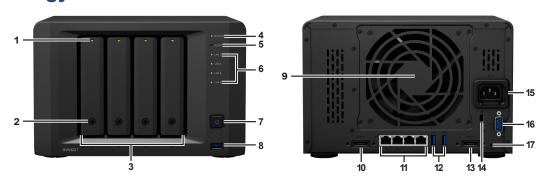
Thank you for purchasing this Synology product! Before setting up your new Network Video Recorder, please check the package contents to verify that you have received the items below. Also, make sure to read the safety instructions carefully to avoid harming yourself or damaging your Network Video Recorder.

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

### **Package Contents**



# Synology DVA3221 at a Glance



No.	Article Name	Location	Description
1	Drive Status Indicator		Displays the status of each drive. For more information, see "LED Indicator Table".
2	Drive Tray Lock		Lock or unlock drive trays.
3	Drive Tray		Install drives (hard disk drives or solid state drives) here.
4	Status Indicator		Displays the status of the system. For more information, see "LED Indicator Table".
5	Alert Indicator	Front	Displays warnings regarding fan or temperature. For more information, see "LED Indicator Table".
6	LAN Indicator		Displays the status of the network connection. For more information, see "LED Indicator Table".
7	Power Button		<ol> <li>Press to power on your Network Video Recorder.</li> <li>To power off your Network Video Recorder, press and hold until you hear a beep sound and the Power LED starts blinking.</li> </ol>
8	USB 3.0 Port		Connect external hard drives or other USB devices to the Network Video Recorder here.
9	Fan		Disposes of excess heat and cools the system. If the fan malfunctions, the Network Video Recorder will emit a beeping sound.
10	eSATA Port 1		Connect Synology Expansion Unit <sup>1</sup> to the Network Video Recorder here.
11	LAN Port		Connect network cable here.
12	USB 3.0 Port		Connect external hard drives or other USB devices to the Network Video Recorder here.
13	eSATA Port 2		Connect Synology Expansion Unit <sup>1</sup> to the Network Video Recorder here.
14	Kensington Security Slot	Rear	Attach a Kensington security lock here.
15	Power Port		Connect power cord here.
16	COM Port		Connect a POS device here.
17	RESET Button		<ol> <li>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>Press and hold until you hear a beep, then press and hold again until you hear three beeps to return the Network Video Recorder to "Not Installed" status so that DiskStation Manager (DSM) can be reinstalled.</li> </ol>

<sup>&</sup>lt;sup>1</sup> For more information about Synology Expansion Unit supported by your Network Video Recorder, please visit www.synology.com.

## **LED Indicator Table**

LED Indicator	Color	Status	Description
Power	Blue	Static	Powered on
		Blinking	Booting up/Shutting down
		Off	Powered off
	Green	Static	Volume normal
		Blinking	Volume degraded/Volume crashed
STATUS	Orange		Volume not created
			DSM not installed
		Off	HDD hibernation
ALEDT.	Orange	Blinking	Fan failure/Over temperature
ALERT		Off	System normal
		Static	Drive ready and idle
Disk Status Indicator	Green	Blinking	Accessing drive
(on tray)	Orange	Static	Drive error <sup>1</sup>
		Off	No internal drive
	Green	Static	Network connected
Front LAN		Blinking	Network active
	Off		No network
	Green	Static	1 Gbps connection
Rear LAN (on right side of jack)	Orange	Static	100 Mbps connection
(on fight side of jack)	Off		10 Mbps connection/No network
	Rear LAN Green	Static	Network connected
Rear LAN (on left side of jack)		Blinking	Network active
(on lost olde of jack)		Off	No network

Note: Model specifications are subject to change without notice. Please refer to www.synology.com for the latest information.

<sup>&</sup>lt;sup>1</sup> Please try to restart your Network Video Recorder or re-insert the drive(s), 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.

# **Hardware Specification**

Item	DVA3221	
Compatible Drive Type	3.5"/2.5" SATA x 4	
Maximum Internal Raw	• 64 TB (4 X 16 TB HDD)	
Capacity	• 224 TB with 2 x DX517 (expansion unit)	
	• USB 3.0 x 3	
External Port	• eSATA x 2	
	• Com Port x 1	
LAN Port	1GbE (RJ-45) x 4	
Size (H x W x D) (mm)	166 x 250 x 237	
Weight (kg)	4.92	
Commonted Oliont	• Windows 7 and 10	
Supported Client	<ul> <li>macOS 10.12 onward</li> </ul>	
File Cycters	• Internal: Btrfs, ext4	
File System	<ul> <li>External: Btrfs, ext4, ext3, FAT32, NTFS, HFS+, exFAT<sup>1</sup></li> </ul>	
	Basic • JBOD • RAID 0 • RAID 1	
Supported RAID Type	• RAID 5 • RAID 6 • RAID 10	
	<ul> <li>Synology Hybrid RAID (2-Disk Fault Tolerance)</li> </ul>	
A manay Cautification	• FCC Class B • CE Class B • BSMI Class B	
Agency Certification	<ul> <li>EAC • VCCI • RCM • RoHS Compliant</li> </ul>	
HDD Hibernation	Yes	
Scheduled Power On/Off	Yes	
Wake on LAN	Yes	
	• English • Deutsch • Français • Italiano • Español • Dansk • Norsk • Svensk	
Language Localization	• Nederlands • Русский • Polski • Magyar • Português do Brasil • Português Europeu	
	・Türkçe ・Český ・日本語・한국어 ・ไทย ・繁體中文・简体中文	
	• Line voltage: 100 V to 240 V AC	
	Frequency: 50/60 Hz	
Environment Requirement	<ul> <li>Operating Temperature: 32 to 104°F (0 to 40°C)</li> </ul>	
	<ul> <li>Storage Temperature: -5 to 140°F (-20 to 60°C)</li> </ul>	
	<ul> <li>Relative Humidity: 5% to 95% RH</li> </ul>	

Note: Model specifications are subject to change without notice. Please refer to www.synology.com for the latest information.

<sup>&</sup>lt;sup>1</sup> Support for exFAT can be enabled by purchasing and downloading exFAT Access in Package Center.

# **Optional Accessories**

With Synology accessories, you can customize your Network Video Recorder to fit different business environments without worrying about compatibility and stability. Visit <a href="https://www.synology.com/compatibility">www.synology.com/compatibility</a> for more information.

#### · Memory Module

Model Name	Picture	Description
D4ECSO-2666-16G		DDR4 ECC unbuffered SO-DIMM

#### • Expansion Unit

Model Name	Picture	Description
DX517		5-bay 2.5"/3.5" SATA expansion

Note: Your Network Video Recorder supports up to two expansion units.

# **Spare Parts**

Visit www.synology.com/products/spare\_parts if you need to replace system fans, disk trays, or power supply units.

Model Name	Picture	Description
Disk Tray (Type D6)		3.5"/2.5" Drive Tray With Lock
FAN 120*25_5		System Fan 120*120*25 mm
PSU 250W_5		PSU 250W 24p+12p+8p

# **Safety Instructions**

	Keep away from direct sunlight and away from chemicals. Make sure the environment does not experience abrupt changes in temperature or humidity.
Significant of the state of the	Place the product right side up at all times.
	Do not place near any liquids.
	Before cleaning, unplug the power cord. Wipe with damp paper towels. Do not use chemical or aerosol cleaners.
	To prevent the unit from falling over, do not place on carts or any unstable surfaces.
	The power cord must plug in to the correct supply voltage. Make sure that the supplied AC voltage is correct and stable.
2 (1)	To remove all electrical current from the device, ensure that all power cords are disconnected from the power source.
4	Risk of explosion if battery is replaced with an incorrect type. Dispose of used batteries appropriately.

# **Hardware Setup**

### **Tools and Parts for Component Installation**

Please prepare the following tools and parts before setting up your Network Video Recorder:

- · A screwdriver (only for 2.5" drives)
- At least one 3.5" or 2.5" SATA drive (please visit www.synology.com/compatibility for compatible drive models)

**Warning:** 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.

#### **Install Drives**

1 Press the lower part of the hard drive tray to unlock the handle.



2 Pull out the hard drive tray handle as shown below to remove the hard drive tray.



- 3 Load drives in the drive trays.
  - For 3.5" drives: Remove the fastening panels from the sides of the drive tray. Place the drive in the drive tray. Then insert the fastening panels to secure the drive in place.



• For 2.5" drives: Remove the fastening panels from the sides of the drive tray and store them in a safe place. Place the drive in the area of the drive tray indicated by a blue rectangle below. Turn the tray upside down and tighten the screws to secure the drive in place.



4 Insert the loaded hard drive tray into the empty hard drive bay and push it into position by the upper half of the handle.



Note: Make sure that the drive tray is completely inserted. Otherwise, the drive might not function properly.

- 5 Press the handle back into the front panel until you hear a click to secure the hard drive tray in place.
- **6** Insert the hard drive tray key into the hard drive tray lock, turn the key clockwise (to the "I" position) to lock the hard drive tray handle, and then remove the key.



- 7 Repeat the steps above to install the other drives you have prepared.
- 8 Drives are numbered as shown below.



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

# **Start Up Your Network Video Recorder**

- 1 Use the LAN cable to connect the Network Video Recorder to your switch, router or hub.
- 2 Connect one end of the AC power cord to the power port of your Network Video Recorder. Connect the other end to a power outlet.



3 Press the power button to turn on your Network Video Recorder.



Congratulations! Your Network Video Recorder is now online and detectable from a network computer.

### **Expand the Memory of the Network Video Recorder**

Genuine Synology memory modules must be installed to ensure system compatibility and reliability. Failure to follow the configurations below for the suggested installation sequence of different memory capacities may prevent the system from booting successfully, and could impair system performance and stability.



SLOT 1 SLOT 2

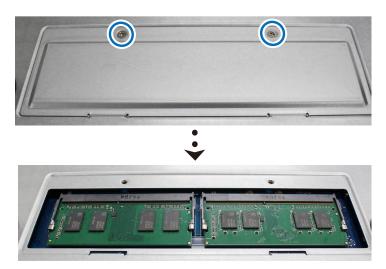
SLOT 1	SLOT 2	Total Memory
4 GB	4 GB	8 GB
16 GB	-	16 GB
16 GB	16 GB	32 GB

Note: It is required to use identical memory modules of the same capacity and frequency.

To expand the memory capacities of your Network Video Recorder, you must remove the two pre-installed 4 GB memory modules first, then install one or two 16 GB memory modules. Follow the steps below to remove, install, and check the memory modules on your Network Video Recorder.

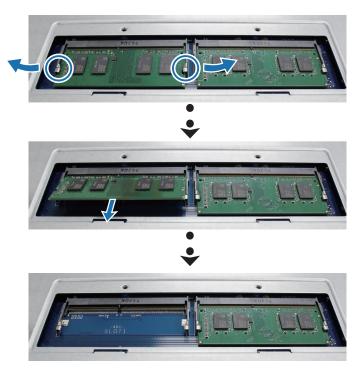
#### To remove the memory module

- 1 Shut down your Network Video Recorder. Disconnect all cables from your Network Video Recorder to prevent possible damage.
- **2** The memory modules are located at the bottom of your Network Video Recorder.
- **3** Remove the two screws on the cover that protecting the modules. Lift up the cover and put it aside. You will see two pre-installed 4 GB memory modules.



**Note:** When you remove the cover, sensitive internal components are exposed. Avoid touching anything other than the memory assembly when removing or adding memory.

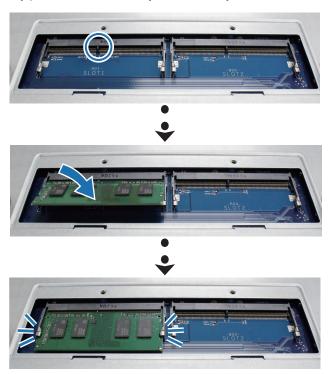
**4** Push the levers on both sides of the memory module outward. The memory module will be released from its slot.



- **5** Hold the memory module by its edges and remove it from the slot.
- 6 Follow above steps to remove the other memory module.

#### To install the memory module

- 1 Start from the slot 1, insert the new memory module into the empty slot:
  - **a** Align the small gap between the gold connectors of the memory module with the notch on the empty slot. Insert the memory module into the slot. Make sure that the module is properly inserted.
  - **b** Gently push down the memory module until you hear a click.



#### Note:

- · Hold the memory module by its edges and avoid touching the gold connectors.
- When memory capacity is changed, the device will perform a memory check upon the next start up. This will prolong the start-up time by up to ten minutes. This behavior is normal and will only occur once.
- Synology will not provide full product warranty or technical support if a non-Synology memory module is used for memory upgrade.
- 2 If needed, repeat the steps above to install a second memory module into slot 2.
- 3 Replace the cover and tighten the two screws that removed.
- 4 Reconnect the cables that removed, then press the power button to turn on your Network Video Recorder.

#### To make sure Network Video Recorder recognizes the new memory capacity

- 1 Install DiskStation Manager (DSM). Please see "Install DSM on Network Video Recorder" for more information.
- 2 Sign in to DSM as admin or a user belonging to the administrators group.
- 3 Go to Control Panel > Info Center and check Total Physical Memory.

If your Network Video Recorder does not recognize the memory or does not start up successfully, please make sure that the memory module is installed correctly.

# **System Maintenance**

# **Replace System Fan**

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

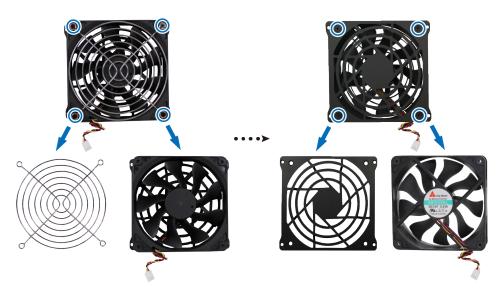
- 1 Power off your Network Video Recorder and remove the power cord.
- 2 Remove the four screws that secure the fan panel.



- 3 Remove the malfunctioning fan:
  - a Pull out the fan panel from your Network Video Recorder.
  - **b** Carefully unplug the power cord located at the bottom of the fan socket as shown below.



c Remove the screws that secure the fan guard and fan case from the malfunctioning fan.



#### 4 Install a new fan:

**a** Attach the fan case (with the fan cable within the fan pointing at the bottom-right corner) and fan guard to the new fan, then tighten the screws to secure the fan case and fan guard.



**b** Plug the fan cable into your Network Video Recorder as shown below.



**5** Replace and tighten the four screws removed in step 2.

### **Initial Troubleshooting Guide**

We have selected several helpful articles on frequently asked questions to help you perform initial troubleshooting on your Network Video Recorder. To view the articles, please click the links provided below:

- General
  - What can I do to troubleshoot NAS connection problems?
  - · Why does my Synology NAS make unusual noises?
  - · How to reset my Synology NAS
- · Hard Disk Drive
  - How to choose a suitable HDD for my Synology NAS/IP SAN
  - · How to diagnose drives' health status when receiving bad sector warning
  - · How to fix drive failure and retrieve the data from your drives
  - · What should I do if my Synology NAS cannot recognize installed drives?
  - · How do I know whether the problem is with my Synology NAS or drive when drive errors occur?
- Memory
  - · Are there any requirements for installing or expanding system memory capacity?
  - How can I run a memory test on my Synology NAS?
  - · Why is there a startup delay after a memory upgrade?
- LED
  - How do I recognize a hibernating Synology NAS via the LED indicators?
  - What can I do if the STATUS LED keeps flashing orange?
  - Why can't my Synology NAS be powered on and why is the POWER LED indicator blinking constantly?
- Fan
  - What type of fan speed modes are available on my Synology NAS?

## Install DSM on Network Video Recorder

After hardware setup is completed, please install DiskStation Manager (DSM) – Synology's browser-based operating system – on your DVA3221.

#### **Install DSM with Web Assistant**

Your DVA3221 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 DVA3221. To use Web Assistant, please follow the steps below.

- 1 Power on your DVA3221.
- 2 Open a web browser on a computer connected to the same network as the DVA3221.
- 3 Enter either of the following into the address bar of your browser:
  - a find.synology.com
  - b synologynvr:5000
- 4 Web Assistant will be launched in your web browser. It will search for and find the Network Video Recorder within the local network. The status of the DVA3221 should be **Not installed**.



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

#### Note:

- The Network Video Recorder must be connected to the Internet to install DSM with Web Assistant.
- · Recommended browsers: Chrome, Firefox.
- · Both the Network Video Recorder and the computer must be in the same local network.
- **6** If you accidentally leave the installation process before it is finished, sign into DSM as admin (default administrative account name) with the password left blank.

#### **Learn More**

Your DVA3221 is now ready for action. For more information or online resources about your DVA3221, please visit www.synology.com.

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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.

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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.

#### 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 https://www.synology.com/products/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) 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 see the Warranty Period for each New Product at https://www.synology.com/products/status. For the Refurbished Product or repaired parts, it's 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; except for those sold as "as is" or with "no warranty" by any stores. Without presenting such purchase receipt or invoice, the warranty period shall commence on the date of manufacture based on our internal record.(b) "Extended Warranty Period": For Customer purchasing EW201/EW202 optional service for applicable Products specified in Section 1 (b), the Warranty Period specified in Section 2 (a) of the applicable Product registered with EW201/EW202 optional service will be extended by two years. You may see the applied model at https://www.synology.com/products/Extended\_Warranty.

#### 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 to Refurbished Product sold as "as is" or with "no warranty". This Limited Warranty is NOT transferable and applies only to the customers who directly purchase products from Synology's affiliate, the resellers, and distributor that Synology authorized. The warranty set forth in Section 3 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 or its related documents (b) has been damaged by service (including upgrades and expansions) performed by anyone who is not a representative of Synology or any Synology Authorized Service Provider; (c) has been in any way misused, abused, or damaged; (d) has been used with items not provided by Synology other than the hardware or software for which the Product is designed; or (e) otherwise fails to conform to the Product specifications and such failure is attributable to causes not within or under Synology's control. (f) has been tie-in any non-Synology branded hardware products or any software, even if packaged or sold with Synology hardware. (g) Customer disassembles the Product except as authorized by Synology; (h) Customer fails to implement any correction, modification, enhancement, improvement or other update made available to Customer by Synology; or (i) Customer implements, installs or uses any correction, modification, enhancement, improvement or other update made available by any third party. (j) Any compatibility issues occurred when installing hardware products, software, or components not supported by Synology. (k) product damage caused by accident, fire, liquid contact, earthquake or other external cause. (l) 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; (m) serial number has been removed or defaced from Product, resulting in not able to identify.

- **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.
- 3.4 Return. Any Product return by Customer under Section 3.3 must be made in accordance with Synology's then-current return procedures with the purchase receipt or invoice. You may see more information about return procedure at <a href="https://www.synology.com/knowledgebase/DSM/tutorial/Service\_Application/How\_to\_make\_warranty\_claim\_for\_Synology\_NAS">https://www.synology.com/knowledgebase/DSM/tutorial/Service\_Application/How\_to\_make\_warranty\_claim\_for\_Synology\_NAS</a>, for warranty claims, Customer must return the complete Product to Synology in accordance with this Section 3.4. Any Product returned that has been disassembled (except under the direction of Synology) 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. Customer is responsible for insurance and risk of loss with respect to returned items until they are properly received by Synology.
- **3.5 Replacement 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. 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.

#### 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.

## **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