

432 EVO EULA

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By using the 432 EVO product or the 432 EVO specific software, end-users automatically agree to the 432 EVO EULA, and [432 EVO's privacy policy](#). Our privacy policy is covered in a separate document. Existing customers automatically agree to 432 EVO's EULA when they update to the latest software.

Support on your 432 EVO product

- 432 EVO end-users do get access to the Wiki / documentation site, which covers the most common topics
- Support on your 432 EVO is included with your product for the duration of the warranty period, including support on software updates, troubleshooting, ...
- To receive support, end-users have to contact their dealer first, instead of asking 432 EVO first.
- Support is to be provided via your dealer, their distributor, or when the above is not or no longer possible, via official 432 EVO channels such as e-mail, the 432 EVO Facebook page, ...
- We support the official software packages as described in the manuals and on the site, which are bundled with the product (e.g. Roon, LMS, the ripper, file sharing, the player, the webinterface,)
- We support hardware related issues / warranty issues, and the troubleshooting
- We only support the unmodified (non-rooted) software as bundled with the product
- We only support authorized changes, as described next
- We support official software updates as designed by 432 EVO or integrated into the 432 EVO product, the OS security updates, and third party software updates such as Roon updates which are updated outside of 432 EVO's control.
- Outside the warranty period, 432 EVO will offer paid support options, and paid repairs, and as available: replacement parts
- Outside of the warranty period, the product may still receive software updates, unless the unit has been banned / unauthorized because of abuse or unauthorized use
- 432 EVO only licenses the 432 EVO specific software to be used on the original unmodified hardware, and will only provide software support on the original unmodified hardware. Every other use is considered to be an unauthorized use.
- 432 EVO will do a reasonable effort to keep track of changes in third party software such as Roon and submit bug reports in case of critical bugs which may affect several users
- However for third party software which auto-updates, 432 EVO is not responsible for any bugs introduced by applying such updates outside of 432 EVO's control, which may affect how the software (inter)operates, and may affect other software components on the 432 EVO. This applies to Roon, but may also apply to other software bundled with the 432 EVO.
- While 432 EVO will file bug reports, it cannot be liable for the speed by which the third party solves or works around the issue. The software and their updates are provided as-is.
- Not all features of the product may work on all attached DAC's and network endpoints, or work with all input file / streaming formats. If unsure, it is up to our dealers to test a specific combination with the existing hardware of the end-user, such as their DAC's, endpoints,
- While 432 EVO supports major audiophile streaming providers such as Qobuz and Tidal, it has no control over the long-term availability of such content and service. Future access to these services is as available.
- 432 EVO does not guarantee that all (future) file formats offered by the above providers, will always work and keep working with 432 EVO, but we will do an effort to support open formats such as FLAC.
- 432 EVO does not control the metadata provided by Roon, and/or the metadata / cover art retrieved by the CD rip engine, and makes no claims or guarantees about the accuracy of such data. Such (meta)data is as available.

Authorized changes which do not void warranty and support

- 432 EVO supports all official changes/upgrades part of the official 432 EVO update program in between models
- any changes part of an official repair or support procedures will not void 432 EVO's official support
- 432 EVO allows our dealer network to upgrade the stock RAM modules to higher capacity, on the condition that modules are used as tested by 432 EVO. 432 EVO provides a list of certified RAM kits, which the dealer network can source locally.

Bundled vs aftermarket power supplies

- 432 EVO can only guarantee stable operation of the product, when used with the official bundled PSU's, since it does not test aftermarket PSU's
- When using the official PSU's, please use the official 432 EVO wiring diagrams
- When using the official PSU's, replacement fuses and DC tips have to be the exact same rating / diameter as the original.
- While other PSU's may also work if they follow the same voltage, the minimum required amperage which should never be less than the stock PSU's, same plugs and polarity – this will be at the risk of the user

Power supplies – 432 EVO MASTER

- 432 EVO Master PSU's have country specific transformers, and are not designed to handle multiple AC voltages within the same device, which may lead to under- or overvoltage situations when using the Master PSU in a different region than the original region.
- The risk of instability or higher wear & tear and shortening the lifespan and safety risk, are for the user, when using such PSU in a different country. 432 EVO is not liable for any risks associated with grey import of 432 EVO Master PSU's
- When using a 230V Master PSU in a 220V or 240V country, an active servo device has to be used which can regulate the AC to 230V +/- 5%. 432 EVO can provide a list of approved and tested servo's.
- 120V AC versions are only compatible with USA and Canada, but are not rated or tested for any other region.

Unauthorized changes & disclosure

- Any unauthorized changes, mods or upgrades to the internals will void warranty and support
- 432 EVO does not publish pictures of the internals because of copycat brands copying every 432 EVO innovation
- You do agree that posting the internals of your 432 EVO device in public (e.g. public forum, social media, blog,) will void warranty and support, and is considered an unauthorized public disclosure
- 432 EVO remains the right to request you to cease and desist such unauthorized public disclosure, and you shall comply within 48 hours, to have this content removed.
- Booting the bundled 432 EVO operating system on non 432 EVO hardware or on 432 EVO hardware with unauthorized changes, may lead to a ban or partial working of your product, unless this was announced first to 432 EVO by a dealer or distributor and the dealer or distributor has obtained permission from 432 EVO to do this as part of troubleshooting.
- When users upgrade from the old Fedora based OS to 432OS and 432OS is supplied on a new disk, the original disk can be kept as a backup OS but only to be used on the original hardware. The drive containing the old OS cannot be sold, unless it is wiped first. The same applies when users upgrade to a bigger disk.

Unauthorized usage and support

- 432 EVO will not offer support on it's products via third party internet forums, and we do consider asking support in such places, to be unauthorized support. Following such advice may lead to your product becoming unsupported because of bad advice, or no longer booting. It may also brick your device.
- 432 EVO is never liable for any unofficial advice.

- 432 EVO has the right to disable any instance of the 432 EVO specific software when not running on the original hardware, or when it suspects fraud with the product, or any change bypassing the official 432 EVO upgrade program.
- The end-user shall not disable the detection/prevention of using the software in an (un)authorized way, which would violate the DMCA.
- The end-user shall not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the 432 EVO specific software including the specific 432 EVO real time tuning and it's 432 Hz plugin, except as and to the extent as may be permitted by licensing terms governing the use of open sourced components included within the 432 EVO software or where such actions cannot be prohibited by applicable law

Warranty exclusions

- any unauthorized changes to the internals of the 432 EVO
- opening the chassis of the 432 EVO music server outside of official warranty / support procedures
- using the 432 EVO Master power supply, which is country specific, in a different AC voltage region, without using an active servo based AC stabilizer
- using incorrect fuses inside 432 EVO Master or Sbooster PSU's
- using fuses installed into PSU's sold to 110/115/120V regions, in 220/230/240V regions and vice versa – all the risks are for the user, including fire/shock hazard and associated health/safety risks
- using the 432 EVO and/or PSU's near heat sources or exposed to direct sunlight which causes the 432 EVO to operate outside of normal room temperatures
- any exposure of the 432 EVO to the elements, such as direct sunlight, water, high humidity, ...
- damage to 432 EVO caused by third party PSU's
- any damage or problems arising from misuse, abuse, neglect or impact

Software license vs unauthorized upgrades

432 EVO's custom real time Linux OS has only been tested and tuned with the parts tested, selected, approved and provided by 432 EVO.

432 EVO music servers include a real time tuned player with a very specific sound tuning. This player is only being licensed to our end-users, on the official stock factory hardware configuration provided by 432 EVO, or hardware upgraded/repared via the official 432 EVO upgrade/repair program.

If 432 EVO detects unauthorized internal hardware changes (this includes any changes or add-ons to the USB output), 432 EVO reserves the right to disable the player, until the device is restored back to it's factory parts. All other features will remain working.

In case of software piracy, 432 EVO reserves the right to remotely disable the unauthorized duplication. External USB cleanup/isolation/reclocking devices are not banned, but we do recommend that 432 EVO Standard users upgrade to HIGH-END or AEON instead, which does not require such external tweaks.

432 EVO will inform the dealer and/or distributor of VPNID's in the field with unauthorized internal changes. The distributor has the right to refuse support to machines with unauthorized changes.

432 EVO remains the right at all time, to only restore the player functionality, if the unauthorized parts have been removed.

If the 432 EVO software is running on unauthorized third party hardware (e.g. a copy or clone of our OS), 432 EVO has the right to remotely disable and/or ban the instance. A software update may also automatically prevent such unauthorized use.

432 EVO also has the right to disable the functionality of the source disk which was involved in piracy, until commercial damages have been settled.

Roon users

432 EVO guarantees that the current music server's CPU/RAM/SSD combination has an acceptable Roon speed with the current Roon 2.X versions, as shown on our FB page:

<https://www.facebook.com/432evo/videos/832816562110293/>

However we cannot predict how Roon will perform in the future (see Roon's own 60 days warranty clause in their Terms & Conditions), and cannot make any guarantees since Roon's updates are not under 432 EVO's control.

The "EVO" in 432 EVO refers to the fact that the product can be upgraded, and 432 EVO has already updated the mainboard several times, to improve the Roon speed. If hardware updates to the 432 EVO platform become available, these will be communicated via Press Articles / 423 EVO site / Facebook. These hardware updates should be obtained via the official upgrade program.

432 EVO collects certain data points related to diagnostic data as outlined in our Privacy Policy.

432 EVO however does not control the exact data points Roon collects, and Roon users should also agree to Roon's own EULA, and consent to Roon's use of data before using Roon.

When you put the 432 EVO into Roon mode, you automatically agree to Roon's own terms:

<https://roon.app/en/termsandconditions>

Privacy policy

432 EVO collects certain diagnostic data points as outlined in our Privacy Policy.

The user shall not prevent 432 EVO of collecting these data points, since the end-user explicitly agrees to our privacy policy by using the product.

Software disclaimer

While 432 EVO makes every effort to deliver high quality products, we do not guarantee that our products are free from defects. Our software is provided "as is," and you use the software at your own risk. We make no warranties as to performance, merchantability, fitness for a particular purpose, or any other warranties whether expressed or implied.

Under no circumstances shall 432 EVO be liable for direct, indirect, special, incidental, or consequential damages resulting from the use, misuse, or inability to use this software, even if 432 EVO has been advised of the possibility of such damages.

You acknowledge that the 432 EVO software and bundled third party apps, may not be free of bugs or errors and you agree that the existence of any minor errors shall not constitute a breach of this EULA. The end-user is responsible for making a backup of the music on his music server. 432 EVO shall not be liable for data loss.

Network disclaimer

The 432 EVO user shall only connect the 432 EVO music server to a home router, where it receives a private non-internet routable IP, which in most cases will be an IP address starting with 192.168. or 10., or be in the 172.16.0.0 – 172.31.255.255 range.

[Private IPv4 addresses](#)

A user should always double check that this is the case, by using my.432evo.be [my.432evo.be](#) and double checking that the LAN IP is a private IPv4, and not a public direct internet facing IP.

The user shall not setup port forwarding, bridging, DNAT, a DMZ, or any other network techniques in such way that the 432 EVO web interface or administrative access ports are directly exposed to the internet.

In case of user neglect, or a badly configured router, 432 EVO shall never be liable for any abuse of the 432 EVO product.

If a product is compromised due to user neglect, 432 EVO reserves the right to charge a reinstall fee and shipping costs, to reinstall the OS.

Uptime disclaimer

The 432 EVO is a consumer product. While 432 EVO can usually be left always on, 432 EVO does not guarantee that every 432 EVO will have a guaranteed uptime such as 24/7 uptime. The 432 EVO product therefore does NOT come with any SLA related to uptime.

OSS and your 432 EVO product

- Our GPL written offer can be found here: <https://432evo.be/wp-content/uploads/2021/05/GPL-written-offer-web.pdf>
- If the user exercises his rights as allowed by the GPL or similar OSS licenses, 432 EVO will comply, but the device may become unsupported.
- The user shall not flood 432 EVO with GPL related requests
- Modifying the OS image outside of what is described in the 432 EVO manuals or official support procedures, will change the support into self-support. The same applies to gaining root access to the 432 EVO and/or installing additional software not covered by the 432 EVO manuals, or installing modified versions of such software.

Policy updates

We reserve the right to update this EULA at any time without prior notice.