



Advanced Unit Replacement (AUR) Terms and Conditions

(Applicable only to sales in the United States (excluding territories))

These Advanced Unit Replacement (“AUR”) Terms and Conditions (these “Terms”) are only valid for Digital Check® CheXpress®, TellerScan®, and SmartSource® scanners and ReceiptNOW® printers purchased with AUR services, either directly from Digital Check Corp., a Delaware corporation with offices at 630 Dundee Rd., Suite 210, Northbrook, IL 60062 (“Digital Check”), or from any of its authorized resellers and for which Digital Check has received a record of purchase of AUR services, together with the serial number(s) for the applicable product(s) purchased and shipped within the United States (excluding U.S. territories). For duly registered products, these Terms constitute a legal contract between Digital Check and the person or entity that purchased the product together with AUR services (“You” or the “Client”). You acknowledge that You have had the opportunity to read these Terms, including the terms, conditions, limitations, exceptions, and exclusions set forth herein. Unless revised by Digital Check with at least 30 days advance written notice to You, these Terms constitute the entire agreement with respect to the advanced unit replacement of the specified purchased product, and no representation, warranty (express or implied), promise, or condition not contained herein shall modify these Terms. This is not a contract of insurance.

I. Advanced Unit Replacement:

Subject to these Terms, You will receive next business day replacement (two business day replacement if You are located in Alaska or Hawaii) in the event of a failure resulting from original defects in material or workmanship prior to the agreed end date as specified in your AUR purchase or renewal thereof. Return shipping of the malfunctioning unit is also included, along with any parts, materials, and labor associated with repairing all covered defects.

Digital Check owns and maintains a pool of replacement units. When an AUR request is received and approved as covered by these Terms by 3PM ET on a business day, Digital Check will ship a replacement unit from the replacement pool the same day with next business day (two business days if You are located in Alaska or Hawaii), prepaid freight. Approved AUR requests received after 3PM ET will ship no later than the next business day. **Upon receipt of the replacement unit, You are responsible for causing the end user to repackage and return the malfunctioning unit back to Digital Check within three (3) business days using the packaging and prepaid return label included with the replacement unit. Detailed instructions will be provided with the replacement unit.**

NOTE: THE ORIGINAL UNIT WILL NOT BE RETURNED TO YOU FOLLOWING REPAIR. THIS IS A REPLACEMENT PROGRAM USING NEW OR FACTORY REFURBISHED UNITS TO REPLACE DEFECTIVE UNITS. YOU AGREE TO RECEIVE AND RETAIN A REFURBISHED REPLACEMENT PRODUCT INSTEAD OF THE ORIGINAL UNIT. THE ORIGINAL UNIT SHALL BECOME THE PROPERTY OF DIGITAL CHECK. EACH REPLACEMENT UNIT WILL MEET THE SAME QUALITY STANDARDS AS A NEWLY PURCHASED PRODUCT. REPLACEMENT PRODUCTS MAY INCLUDE REMANUFACTURED OR REFURBISHED PARTS OR COMPONENTS.

II. AUR Request Process:

To initiate an AUR request, You should first contact the Level 1 technical support help desk provided by your financial institution or solution provider. Level 1 help desk personnel have been specially trained by Digital Check to provide troubleshooting of your unit and can assist with quickly determining if the unit problem is hardware or software

related. If the Level 1 help desk provider is not known, You should first contact your financial institution or solution provider. Digital Check will not approve an AUR request without the initial diagnosis by the Level 1 help desk. **If troubleshooting has exhausted all options to mitigate the issue onsite, the scanner user's representative should open a service ticket on Digital Check's return merchandise authorization (RMA) [Service Portal](#) via the Digital Check website or by contacting Digital Check Support (email support@digitalcheck.com, call 1-847-446-2285).**

III. Returning a Unit for Repair:

Digital Check will include a prepaid return shipping label with each replacement unit shipped to You under these Terms. You are solely responsible for causing the end user to repackage the problem unit (including the power supply and any other components included with the original unit), using the original shipping container or the replacement unit shipping container in the same manner in which the replacement unit arrived. You agree to cause the end user to return the malfunctioning unit within three (3) business days of receipt of the replacement unit. If the power supply or any other components are not included with the returned unit, Digital Check reserves the right to bill You for the missing items at the then-current replacement value.

If the malfunctioning unit is not received by Digital Check within 10 days of your receipt of the replacement unit, additional AUR requests from You may not be honored until the unit is returned. Units not returned within 30 days of your receipt of the replacement unit will be billed to You at the then-current replacement value, and no additional AUR requests from You will be honored until all open invoices are paid or each malfunctioning unit is returned.

IV. No Trouble Found (NTF) Repair Claims:

In the event a returned unit is determined by Digital Check, in its sole discretion, to be in normal working condition, Digital Check reserves the right to charge You the then-current No Trouble Found (NTF) fee to cover the unit inspection, restocking, and shipping and handling costs associated with the AUR request. Contact your Digital Check representative for a schedule of fees for services not covered by these Terms. Digital Check may revise such fees from time to time.

NTF repair claims occur when (a) a reported problem or defect cannot be reproduced by an authorized Digital Check repair technician, and (b) the unit performs to specifications within the factory's automated quality assurance testing program. Frequent causes of NTF claims include PC workstation-related software and hardware issues not associated with the unit hardware performance.

V. Non-Warranty Repair (NWR)/Customer Induced Damages Claims:

In the event a returned unit is determined by Digital Check, in its sole discretion, to be malfunctioning because of customer induced damage or other non-warranty related causes, Digital Check reserves the right to assess You with a flat rate repair fee, in addition to shipping and handling costs associated with the AUR request. Non-warranty related causes include (a) foreign objects, such as staples or paper clips, jammed inside the unit; (b) liquids found inside the unit, such as white-out, liquid paper, or beverages; (c) excessive build-up of paper dust or debris resulting from not performing recommended cleaning; and (d) operating the unit outside the recommended normal duty cycle or recommended electrical or environmental conditions. See "Exclusions" below for an expanded listing of non-warranty related items. If a unit is determined to be non-repairable due to user negligence or abuse, You will be responsible for the costs associated with replacing the unit.

VI. Scanner Cleaning Requirements:

If You purchased AUR services with respect to a scanner, You are responsible for performing periodic cleaning of the scanner rollers, paper path, and scan heads to remove normal paper debris and other contaminants. Customized cleaning kits and cleaning cards are recommended and can be ordered from our [Online Store](#). Instructional videos and support and scanner

documentation on how to properly care for your Digital Check scanner are also available on the [Support](#) page of our website. You may be charged a cleaning fee if you return a scanner that has not been periodically cleaned in accordance with recommended maintenance. Contact your Digital Check representative for a schedule of fees for services not covered by these Terms. Digital Check may revise such fees from time to time.

VII. Exclusions:

These Terms exclude coverage of the following items and additional charges will apply. You are responsible for fees associated with excluded claims, including but not limited to cleaning, inspection, NTF, declined repairs, and customer induced damage.

- A. Consumable or cleaning product items, such as inkjet cartridges, feed rollers, cleaning cards, cleaning swabs, canned air, etc.
- B. Any AUR request for a product on which the serial number has been defaced, modified, or removed.
- C. Damage, deterioration, or malfunction resulting from:
 - accident, misuse, abuse, neglect, fire, water, lightning, or other acts of nature, unauthorized product modification, or failure to follow instructions supplied with the product;
 - repair or attempted repair by anyone not authorized by Digital Check;
 - damage to, or loss of, any programs, data, or removable storage media;
 - software or data loss occurring during repair or replacement;
 - any damage of the product due to poor packaging or shipment;
 - removal or installation of the product;
 - causes external to the product, such as electric power fluctuations or failure, acts of God, war, invasion or act of foreign enemy, terrorism, cyberattack, hostilities, civil war, rebellion, strikes, lockouts, labor disturbances, or civil commotion;
 - use of supplies or parts not meeting Digital Check's specifications;
 - normal wear and tear;
 - failure to following manufacturer's instructions, specifications, or user manuals;
 - failure to perform recommended periodic product maintenance;
 - cosmetic damage;
 - third party acts, including theft and vandalism;
 - any other cause not relating to an original product defect; or
 - damage to, or abuse of, the coating on the surface of the unit through inappropriate cleaning.
- D. Removal, installation, and setup service charges.
- E. Digital Check provides no warranty for the third-party software.
- F. Replacements outside of the United States.
- G. Any product that has been serviced, repaired, refurbished, or exchanged other than pursuant to these Terms or our [Limited Product Warranty](#).
- H. Any product that has been transferred or resold by the original purchaser/end user.

VIII. Client's Operational Responsibilities:

You are responsible for using the products and associated software that are the subject of these Terms in accordance with the manufacturers' instructions and in the proper operating environment.

IX. Termination:

Digital Check may terminate these Terms at any time without penalty or providing You a refund if

You fail to (a) make any payment identified by Digital Check as delinquent within ten (10) days of the date of written notice thereof to Client or (b) cure any other material default of Your obligations hereunder within thirty (30) days of the date of written notice thereof to Client. Digital Check may terminate these Terms for any other reason upon 30 days' notice to You, in which case Digital Check will provide a pro-rated credit back to You based on the remaining then-current term less any unpaid invoices.

X. Disclaimer and Limitation of Implied Warranties:

EXCEPT AS EXPRESSLY SET FORTH HEREIN, DIGITAL CHECK MAKES NO WARRANTY WHATSOEVER (WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE) WITH RESPECT TO THESE TERMS, THE PRODUCTS DESCRIBED HEREIN, OR THE SERVICES PERFORMED HEREUNDER, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED HEREIN.

XI. Limitation of Liability:

DIGITAL CHECK'S TOTAL LIABILITY UNDER THESE TERMS RELATING TO ALL CLAIMS THAT YOU MAKE PURSUANT TO THESE TERMS SHALL NOT EXCEED THE LESSER OF (A) THE ACTUAL AMOUNT YOU PAID FOR THE PRODUCT AND (B) \$10,000.

Digital Check will not be liable for any other damages, whether incidental, special, consequential, punitive, or otherwise, and whether direct or indirect, even if advised of the possibility of such damages, including: (a) loss of, or damage to, data from any cause; (b) loss of use, loss of time, loss of revenues, lost profits, loss of business opportunity, loss of goodwill, loss of savings, interference with business relationships, diminution of value, inconvenience, service interruptions, procurement of substitute services, or other commercial or intangible loss; (c) any bodily injury, death, or property damage arising out of the use, operation, or maintenance of the product or associated software; (d) damage to other property caused by any defects in the products or associated software, or (e) any claim against you by any other party.

You acknowledge and agree that the above limitations of liability, together with the other provisions in these Terms that limit liability, are essential terms and that Digital Check would not be willing to grant You the rights set forth in these Terms but for your agreement to the above limitations of liability.

XII. Effect of Local Law:

These Terms give You specific legal rights, and You may also have other rights which vary from locality to locality. Some localities do not allow limitations on implied warranties and/or do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to you. These Terms are otherwise governed by the laws of the State of Illinois, without reference to rules governing choice of law.

XIII. Disputes:

Most of Your concerns about the product can be addressed by contacting Digital Check Support (email support@digitalcheck.com, call 1-847-446-2285). In the event we cannot resolve any dispute relating to these Terms, then we both agree that any controversy or claim arising out of or relating to these Terms shall be settled exclusively by arbitration before a single arbitrator administered by the American Arbitration Association (the "AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. **We both give up the right to resolve any controversy or claim arising out of or relating to these Terms in court, whether in front of only a judge, or in front of a judge and a jury.** We agree to arbitrate solely on an individual basis and agree that these Terms do not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. Neither the AAA

nor the arbitrator shall have the power to consolidate more than one person's claims or to otherwise preside over any form of a representative or class proceeding. A judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

No action related to these Terms may be brought more than two (2) years after the cause of action first accrued.

XIV. Other Provisions:

Digital Check will NOT be liable or responsible to You, or be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing its obligations hereunder when such failure or delay results from causes or circumstances beyond its reasonable control. Any failure or delay by Digital Check in exercising any right or remedy hereunder will not constitute a waiver of future exercise of that right or remedy. The waiver of any right or remedy will be effective only if in writing and signed by Digital Check. Digital Check may assign these Terms, or assign the right to receive payments, without Your consent. Digital Check may subcontract any services described in these Terms to third parties selected by Digital Check. You may not assign or otherwise transfer these Terms or any of Your rights or obligations under these Terms without Digital Check's prior written consent, and any purported assignment or transfer in violation hereof is null and void. These Terms will be binding upon, and inure to the benefit of, the parties and their respective permitted successors and assigns. These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than You. These Terms may be modified only in writing signed by Digital Check. Each provision of these Terms is severable, and if a provision is declared invalid, illegal, or unenforceable in any jurisdiction, such provision shall be deemed severed from these Terms in such jurisdiction such that the rest of these Terms will remain in effect, and such invalidity, illegality, or unenforceability will not affect any other provision of these Terms or invalidate or render unenforceable such provision in any other jurisdiction. We may provide any notice to you under these Terms by sending a message to the email address you provided at the time You submitted an AUR request through Digital Check Support or our [Service Portal](#). To give Digital Check notice under these Terms, You must contact Digital Check by sending a message via email at support@digitalcheck.com. All notices sent by email will be effective when sent.

XV. Sales outside the U.S.A.:

For Digital Check products sold outside the U.S.A., contact your Digital Check reseller for information and service.