



Limited Product Warranty
TERMS AND CONDITIONS AGREEMENT
For All CheXpress®, TellerScan®, and SmartSource® Series Scanners,
SecureLink Appliances, SmartJogger Units, and ReceiptNOW®
Printers

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

I. Warranty Coverage:

Digital Check Corp. ("Digital Check") warrants its scanners, printers, and other specified devices, if used in accordance with all applicable instructions, to be free from original defects in material and workmanship during the applicable warranty period. If a product proves to be defective in material or workmanship during the warranty period, Digital Check, subject to these terms and conditions, will repair or replace, at its sole option, the product with a similar product as your exclusive remedy for Digital Check's breach of this Limited Product Warranty (this "Warranty"). Replacement products or parts may include remanufactured or refurbished parts or components.

II. Length of Warranty:

The standard warranty period for our *CheXpress®*, *TellerScan®*, and *SmartSource®* series scanners is one (1) year, the standard warranty period for our SecureLink appliances is one (1) year, the standard warranty period for our SmartJogger units is three (3) years, and the standard warranty period for our *ReceiptNOW®* printers is three (3) years. For additional information regarding the warranty period for your Digital Check product, please visit <https://www.digitalcheck.com/support/warranty-service/>.

Digital Check's products are warranted from original defects in material or workmanship for parts and labor during the applicable standard warranty period unless Digital Check has agreed in a written contract with you to provide a different warranty period. Unless Digital Check otherwise agrees in writing, the warranty period begins the day the product is shipped to the end user; provided, however, that in the case of sales from a reseller, the warranty period shall be deemed to begin not later than three (3) months after shipment from Digital Check. All Digital Check refurbished or exchanged products provided pursuant to this Warranty will be covered by, and subject to this Warranty for, the balance of the time remaining on the initial warranty period or, if longer, an additional ninety (90) days.

III. Warranty Protection:

This Warranty is valid only for the original purchaser/end user and is not transferable. Proof of purchase is required. This Warranty only applies to sales of the above specified products in the United States (excluding territories) and Canada.

IV. Non-Warranty Repair (NWR) Claims:

In the event a returned product is determined by Digital Check, in its sole discretion, to be malfunctioning because of non-warranty related causes, Digital Check reserves the right to assess a flat rate repair fee, in addition to shipping and handling costs. You are responsible for fees associated with non-warranty claims, including but not limited to cleaning, inspection, no trouble found, declined repairs, and customer induced damage.

Non-warranty related causes include (a) foreign objects, such as staples or paper clips, jammed inside the product; (b) liquids found inside the product, such as white-out, liquid paper, or beverages; (c) excessive build-up of paper dust or debris resulting from not performing regular recommended cleaning; (d) operating the product outside the recommended normal duty cycle or recommended

electrical or environmental conditions; or (e) unauthorized service or repair. See exclusions below for an expanded list of non-warranty related items. If a product is determined by Digital Check, in its sole discretion, to be non-repairable due to user negligence or abuse, you will be responsible for the costs associated with replacing the product.

Exclusions:

1. Any product on which the serial number has been defaced, modified, or removed.
2. Consumable items or cleaning products, such as cleaning cards or swabs, feed rollers, inkjet cartridges, or canned air.
3. Digital Check provides no warranty for third-party software.
4. Damage, deterioration, or malfunction resulting from:
 - a) accident, misuse, abuse, neglect, fire, water, lightning, or other acts of nature, unauthorized product modification, or failure to follow instructions supplied with the product;
 - b) repair or attempted repair by anyone not authorized by Digital Check;
 - c) damage to, or loss of, any programs, data, or removable storage media;
 - d) software or data loss occurring during repair or replacement;
 - e) any damage of the product due to poor packaging or during shipment;
 - f) removal or installation of the product;
 - g) 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;
 - h) use of supplies or parts not meeting Digital Check's specifications;
 - i) normal wear and tear;
 - j) failure to follow manufacturer's instructions, specifications, or user manuals;
 - k) failure to perform recommended periodic product maintenance;
 - l) any other cause that does not relate to an original product defect;
 - m) cosmetic damage;
 - n) third party acts, including theft and vandalism; or
 - o) damage to, or abuse of, the coating on the surface of the product from inappropriate cleaning.
5. Removal, installation, and setup service charges.
6. Shipping from your location to Digital Check or its designated service provider.
7. Any product that has been serviced, repaired, refurbished, or exchanged other than pursuant to this Warranty.
8. Any product that has been transferred or resold by the original purchaser/end user.

V. Out of Box Failures of New Purchases

If an out of box failure of a newly purchased product were to occur as a result of original defects in material and/or workmanship, Digital Check will replace that product the next business day where available and at no additional cost. This out of box quality guarantee applies during the first 30 days after shipment of the applicable product to the end user or, if earlier, the first 500 items scanned for our check scanners or 50 receipts printed for our printers, as applicable. In the event of a reported out of box failure, contact Digital Check at the number listed below under "Obtaining Service". You will be sent a prepaid return label with the replacement product so the defective product can be quickly and easily returned. You are responsible for packing the defective product into the replacement unit packaging and ensuring it is shipped back to Digital Check. If the product is not returned within 30 days, you will be charged the cost of the replacement scanner.

VI. Obtaining Service:

For information on obtaining warranty service, contact your Digital Check reseller, Digital Check Support (email support@digitalcheck.com, call 1-847-446-2285) or visit the [Service Portal](#) on our website.

You will be required to provide:

- 1) a copy of the dated sales slip or other proof of purchase and installation,
- 2) your name,
- 3) your shipping address, email address, and phone number,
- 4) the model number and serial number of the product, and
- 5) a description of the problem.

You are responsible for packing, shipping, and returning the product prepaid in the original container or the replacement unit packaging, as applicable, with the power cord and all other original associated accessories to Digital Check or its designated authorized service center. You are responsible for the risk of loss during shipment. It is recommended that you obtain insurance on the product you are returning should it be damaged during shipping. Upon receipt of the returned product, Digital Check or its authorized service provider, as applicable, will examine the product and determine, in its sole discretion, whether the product is defective. All products are returned to the user via standard ground shipment.

No warranty service will be provided, and Digital Check is not responsible, for any returned product without an assigned Return Material Authorization (RMA) number. You may obtain an RMA number by opening a service request through Digital Check Support or the [Service Portal](#) on our website.

VII. Disclaimer and Limitation of Implied Warranties:

EXCEPT FOR THE WARRANTY SET FORTH IN SECTION I ABOVE, 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 THE PRODUCT OR ASSOCIATED SOFTWARE, 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.

VIII. Exclusion of Damages:

DIGITAL CHECK'S LIABILITY FOR ANY BREACH OF THIS WARRANTY IS LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF THE PRODUCT. **THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND DIGITAL CHECK'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. DIGITAL CHECK'S TOTAL LIABILITY FOR ANY BREACH OF THIS WARRANTY SHALL UNDER NO CIRCUMSTANCES EXCEED THE LESSER OF (A) THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT AND (B) \$10,000.**

DIGITAL CHECK SHALL NOT BE LIABLE FOR ANY OTHER LOSSES OR DAMAGES, WHETHER INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHERWISE, AND WHETHER DIRECT OR INDIRECT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING:

- DAMAGE TO OTHER PROPERTY CAUSED BY ANY DEFECTS IN THE PRODUCT OR ASSOCIATED SOFTWARE, DAMAGES BASED UPON INCONVENIENCE, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, LOSS OF PROFITS OR REVENUE, LOSS OF SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, INTERFERENCE WITH BUSINESS RELATIONSHIPS, DIMINUTION OF VALUE, SERVICE INTERRUPTIONS, PROCUREMENT OF SUBSTITUTE SERVICES, OR OTHER COMMERCIAL OR INTANGIBLE LOSS.
- LOSS OF, OR DAMAGE TO, DATA FROM ANY CAUSE.

- ANY BODILY INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE USE, OPERATION, OR MAINTENANCE OF THE PRODUCT AND ASSOCIATED SOFTWARE.
- ANY CLAIM AGAINST THE USER BY ANY OTHER PARTY.

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

IX. Effect of Local Law:

This Warranty gives 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. This Warranty is otherwise governed by the laws of the State of Illinois, without reference to rules governing choice of law.

X. Disputes:

Most of your concerns about the product can be addressed by contacting us at the number listed above under "Obtaining Service". In the event we cannot resolve any dispute relating to this Warranty, then we both agree that any controversy or claim arising out of or relating to this Warranty 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 this Warranty 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 this Warranty does 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 this Warranty may be brought more than two (2) years after the cause of action first accrued.

XI. Other Provisions:

Digital Check will NOT be liable or responsible to you, or be deemed to have defaulted under or breached this Warranty, 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 this Warranty, or assign the right to receive payments, without your consent. Digital Check may subcontract any services described in this Warranty to third parties selected by Digital Check. You may not assign or otherwise transfer this Warranty or any of your rights or obligations under this Warranty without Digital Check's prior written consent, and any purported assignment or transfer in violation hereof is null and void. This Warranty will be binding upon, and inure to the benefit of, the parties and their respective permitted successors and assigns. This Warranty does not and is not intended to confer any rights or remedies upon any person or entity other than you. This Warranty may be modified only in writing signed by Digital Check. Each provision of this Warranty is severable, and if a provision is declared invalid, illegal, or unenforceable in any jurisdiction, such provision shall be deemed severed from this Warranty in such jurisdiction such that the rest of this Warranty will remain in effect, and such invalidity, illegality, or unenforceability will not affect any other provision of this Warranty or invalidate or render unenforceable such provision in any other jurisdiction. We may provide any notice to you under this Warranty by sending a message to the email address you provided at the time you opened a service request through Digital Check Support or our [Service Portal](#). To give Digital Check notice under this Warranty, you must contact Digital Check by sending a message via email at

orders@digitalcheck.com. All notices sent by email will be effective when sent.

XII. Sales Outside the United States and Canada:

For Digital Check products sold outside the United States and Canada, contact your Digital Check reseller or Digital Check directly for warranty information and service.