



Post Warranty Service Programs Terms and Conditions

For All CheXpress®, TellerScan®, and SmartSource® Models

(Available only to End User locations in the continental United States)

Digital Check Corp., a Delaware corporation with offices at 630 Dundee Rd., Suite 210, Northbrook, IL 60062 ("Digital Check"), offers three different service programs pursuant to these Post Warranty Service Programs Terms and Conditions (these "Terms") for *CheXpress®*, *TellerScan®*, and *SmartSource®* scanners no longer covered by a warranty or replacement program: (1) Flat Fee Repair, (2) Factory Unit Exchange, and (3) Time and Materials Repair. These service offerings are designed to provide our customers with a choice based upon the urgency of returning the scanner to the field.

These Terms constitute your agreement with Digital Check and will apply to your order of services hereunder. All orders are subject to acceptance by Digital Check in its sole discretion. Digital Check reserves the right to decline any order at any time. Terms and methods of payment are within Digital Check's sole discretion. Model specific pricing is available from your Digital Check reseller or directly from Digital Check.

- I. **Flat Fee Repair** is a service program designed to provide factory repair service for those customers who prefer to retain ownership of their existing scanner, including those requiring asset tag tracking. Flat Fee Repair service is available for current production scanner models that are no longer covered by a warranty. Flat Fee Repair typically takes 5 business days after we receive the scanner. Customer is responsible for the cost of shipping to the factory and bears the risk of loss during shipment. Repaired scanners are returned via standard ground shipment. Expedited shipment is available for an added charge.
- II. **Factory Unit Exchange** is a service program designed to provide a replacement scanner the next business day in exchange for the broken scanner. This program is designed for organizations that cannot wait for their original unit to be repaired and returned to them. Factory Unit Exchange is a flat rate repair program using expedited shipping of the replacement scanner and standard return ground shipping for the inoperable scanner. Factory Unit Exchange is available for current production scanner models only.

Factory Unit Exchange units are refurbished scanners that have been serviced and tested to meet the original product specifications. Each replacement unit contains the following items:

1. Scanner
2. Power Supply
3. Power cord (if separate from the power supply)
4. Easy exchange instructions
5. Pre-paid shipping label for the return of the broken unit

Returned units are tested, repaired, inspected for quality control, and repackaged before being returned to the replacement pool for future use as a replacement unit.

NOTE THAT BY USING THIS PROGRAM THE CUSTOMER AGREES TO RETAIN A REFURBISHED REPLACEMENT SCANNER INSTEAD OF THE ORIGINAL SCANNER. THE ORIGINAL RETURNED NONWORKING SCANNER WILL NOT BE RETURNED TO THE CUSTOMER AND SHALL BECOME THE PROPERTY OF DIGITAL CHECK.

Digital Check certifies each replacement unit will meet the same quality standards as a newly

purchased product. Risk of loss of, or damage to, the replacement unit shall pass to you when you, or a person designated by you, acquires physical possession of the replacement unit. Title in the replacement unit shall pass to you upon our transfer of the replacement unit to the carrier.

The customer will be billed for missing parts, power supply, and power cord (if separate from the power supply) if they are not returned with the nonworking scanner.

Factory Unit Exchange Request Process:

To initiate an exchange request and obtain additional instructions on next steps, the customer may open a service ticket on our [Service Portal](#).

Returning Scanners

A prepaid shipping label will be included by Digital Check with each approved replacement unit. It is the sole responsibility of the end user to repackage the problem scanner (including the power supply, power cord (if separate from the power supply), and any other components included with the original unit) using the same shipment container that the replacement scanner arrived in and return the unit. The customer bears the risk of loss during return shipment, and title in the nonworking unit shall pass to Digital Check upon transfer of the nonworking unit to the carrier. Upon receipt of the returned scanner, if the power supply or other parts are missing, Digital Check reserves the right to bill the customer for the missing items at the then-current list prices. Scanners not received by Digital Check within 7 days will result in an email reminder being sent to the customer. A final email reminder will be sent after another 20 days and **if the scanner is not received by Digital Check within 30 days of receiving the replacement unit, the customer's credit card will be charged for the replacement cost of the scanner.**

- III. **Time & Materials Repair** is a time and material service program designed to provide factory repair service for those customers requiring repairs on supported Digital Check scanners not covered by warranty or eligible for Flat Fee Repair, such as discontinued models.

Within 5 business days after receiving a scanner for which Time & Materials Repair has been requested, Digital Check will provide a written estimate to the customer for review and approval. Once the estimate is approved, Digital Check will repair and return the scanner within 5 business days. Time & Materials Repair requests require an evaluation charge, which is waived if the unit is repaired. The broken scanner can be shipped to our factory under a return merchandise authorization (RMA), which may be initiated by opening a service ticket on our [Service Portal](#). The customer is responsible for shipping costs to and from the factory and bears the risk of loss during shipment.

EXCLUSIONS FROM FLAT FEE REPAIR AND FACTORY UNIT EXCHANGE

The Flat Fee Repair and Factory Unit Exchange programs do not cover the following items. All service provided outside of those programs will be based upon time and material.

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. Failure of owner to perform recommended periodic product maintenance as stated in the manufacturer's instructions, specifications, or user manuals, such as cleaning of the track and rollers with a cleaning card authorized by Digital Check or adjusting the feeder discriminating roller to compensate for roller wear.
5. 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. removal or installation of the product;
 - f. 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;
 - g. use of supplies or parts not meeting Digital Check's specifications;
 - h. normal wear and tear;
 - i. failure to follow manufacturer's instructions, specifications, or user manuals;
 - j. any other cause that does not relate to an original product defect;
 - k. cosmetic damage;
 - l. third party acts, including theft and vandalism; or
 - m. damage to, or abuse of, the coating on the surface of the product from inappropriate cleaning.
6. Removal, installation, and set-up service charges.
7. Any damage of the product due to poor packaging and shipment. **It is the sole responsibility of the end user to re-package the problem scanner (including the power supply) using the original shipping container or the same container that the replacement scanner arrived in (or other suitable replacement container) to protect against damage.**
8. Any product that has been serviced, repaired, refurbished, or exchanged other than pursuant to our [Limited Product Warranty](#) or our [Advanced Unit Replacement Terms and Conditions](#).

LIMITED WARRANTY

Digital Check warrants that (i) all services hereunder will be performed using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and (ii) all replacement parts used in the performance of services hereunder will be free from original defects in material and workmanship, in each case for a period of ninety (90) days from the date of service. Replacement products or parts may include remanufactured or refurbished parts or components.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, AND TO THE EXTENT NOT PROHIBITED BY LAW, DIGITAL CHECK MAKES NO OTHER 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 OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

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

LIMITATION OF LIABILITY

In the event of any breach of the express warranties set forth above, Digital Check will, as applicable, (i) re-perform the services to conform to their description or (ii) repair or replace, at Digital Check's sole option, the non-conforming part or product with a similar part or product. **THIS REMEDY IS YOUR SOLE AND EXCLUSIVE REMEDY, AND DIGITAL CHECK'S ENTIRE LIABILITY, FOR ANY BREACH OF THE EXPRESS WARRANTIES SET FORTH ABOVE.**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL DIGITAL CHECK BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY OTHER LOSSES OR DAMAGES, WHETHER INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHERWISE, AND WHETHER DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA, SERVICE INTERRUPTIONS, PROCUREMENT OF SUBSTITUTE

SERVICES, LOSS OF PROFITS OR REVENUE, LOSS OF SAVINGS, LOSS OF USE, LOSS OF TIME, LOSS OF GOODWILL, INCONVENIENCE, DIMINUTION OF VALUE, INTERFERENCE WITH BUSINESS RELATIONSHIPS, DAMAGE TO OTHER PROPERTY CAUSED BY ANY DEFECTS IN THE PRODUCTS OR ASSOCIATED SOFTWARE OR SERVICES HEREUNDER, OR ANY OTHER COMMERCIAL OR INTANGIBLE LOSSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, IN EACH CASE ARISING OUT OF OR RELATING TO THESE TERMS, EVEN IF DIGITAL CHECK KNEW OR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN ADDITION, DIGITAL CHECK SHALL NOT BE LIABLE FOR ANY (A) BODILY INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE PRODUCTS AND ASSOCIATED SOFTWARE OR SERVICES HEREUNDER OR (B) ANY CLAIM AGAINST YOU BY ANY OTHER PARTY.

EXCEPT AS EXPRESSLY REQUIRED BY APPLICABLE LAW, IN NO EVENT SHALL DIGITAL CHECK'S AGGREGATE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE LESSER OF (A) THE AMOUNT PAID BY YOU FOR THE SERVICES THAT GAVE RISE TO THE LIABILITY AND (B) \$10,000.

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

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.

DISPUTES

Most of your concerns about these Terms can be addressed by contacting Digital Check Support (email support@digitalcheck.com, call 1-847-446-2285). In the event Digital Check cannot resolve any dispute relating to these Terms, then Digital Check and you 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. **Digital Check and you 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.** Digital Check and you both 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.

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. Digital Check may provide any notice to you under these Terms 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 these Terms, 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.