



DIGITAL PAYMENT TECHNOLOGIES CORP.

PRODUCT WARRANTY

This document describes the warranty services purchased by you ("Customer") from Digital Payment Technologies Corp. ("DPT") for hardware, software and firmware services for pay station products.

- All DPT products are covered under an initial one year limited warranty from defects in materials or workmanship.
- Continued warranty coverage may be purchased at the end of the first year through the extended warranty program.

If a product proves defective under normal use during the warranty period, DPT at its option will either repair or replace the product as described below. Spare, repaired or replacement parts will be covered under warranty for 90 days or to the end of the warranty period of the unit to which they are attached, whichever comes last.

EXCEPT AS OTHERWISE CONFIRMED IN WRITING BY DPT, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. DPT reserves the right to change the terms and conditions of warranty coverage upon notice from time to time. Warranty coverage will be suspended if Customer fails to pay for equipment and/or services under the terms listed on the quotation or Customer contract. DPT WILL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, LABOR COSTS, LOSS OF DATA OR LOSS OF REVENUE ARISING OUT OF OR IN CONNECTION WITH PRODUCT USE OR PERFORMANCE. DPT'S RESPONSIBILITY TO REPAIR OR REPLACE THE DEFECTIVE PRODUCT IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO CUSTOMER FOR BREACH OF THESE WARRANTIES.

Some provinces, states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

OVERVIEW OF WARRANTY SERVICES

DPT's standard one-year limited warranty and extended warranty services include support and maintenance for hardware, software and firmware products as follows:

- access to 24 x 7 telephone and email support including free telephone support during business hours for setup, installation and support matters and discounted telephone support outside business hours.
- repair or replacement of defective parts, including free one way shipping.
- free software maintenance releases and upgrades (for the first year).

The one-year limited warranty commences seven days from the date the products are shipped to Customer. The warranty services also include the following specific hardware, software and firmware services listed below.

HARDWARE WARRANTY SERVICES

1. DPT may repair or replace defective parts with new parts or with reworked parts equivalent to new parts in performance.
2. If certain parts that DPT designates as “Customer replaceable” fail, DPT will provide the Customer with a replacement part. It will be the Customer’s obligation to install the replacement part(s) and return the replaced part(s) in unaltered form to DPT as instructed.
3. Changing or tampering with electrical equipment bearing the Canadian Standards Association (“CSA”) mark may result in loss of certification. Customers may re-certify at their own expense by contacting CSA International directly. This does not apply to out of box failures immediately following installation.

FIRMWARE WARRANTY SERVICES

1. **Firmware Updates.** Firmware support is available for device level software including printers, bill acceptors and coin acceptors. Firmware updates will be available via a download utility for installation by Customer. DPT will provide remote installation assistance where required.

Spare parts replacements can include installed firmware and where possible, the firmware version in the installed parts will be set at the same version level as the parts replaced. Otherwise, the firmware will be set to the most current version.

2. **Chargeable Firmware Upgrades.** Chargeable firmware upgrades, together with installation support, include:
 - firmware upgrades for new currency releases issued by governments.
 - firmware releases which add optional improvements to the product.
 - on-site assistance required by the Customer to install downloadable firmware upgrades.

SOFTWARE WARRANTY SERVICES

DPT’s software maintenance and support services include:

1. Replacement of defective media upon e-mail notification to DPT. Emergency software may be provided in the course of troubleshooting and problem resolution.
2. Free software upgrades.
3. The services below are not covered under software warranty and will be charged separately:
 - Installation / update services.
 - Backup and recovery of software, other computer programs, or data.
 - On-site services.
 - System restoration (i.e. reloading of software, and data).
 - Additional copies of software media.
 - Training queries and consulting services.

CUSTOMER RESPONSIBILITIES

1. **Proper Maintenance.** Before contacting DPT for warranty services, Customer should ensure it is following proper operation and maintenance of the hardware, firmware and software in accordance with DPT's recommendations and requirements in the product documentation and user manuals. Products must also be in compliance with IEEE standards for electrical power and grounding quality. Customers should inform DPT of changes in product locations.
2. **Customer Efforts.** Use reasonable efforts to assist DPT in diagnosing and performing repairs, including but not limited to: making Customer personnel available on site to perform reasonable troubleshooting and remedial corrective maintenance activity; providing direct phone or electronic contact between DPT's phone agent and Customer personnel; providing remote access to the defective equipment.
3. **Computer Requirements.** Ensure that the software is installed on a computer that meets or exceeds the minimum requirements as outlined in the BOSS and EMS User Guides. The Customer acknowledges that upgrades to the software and increases in the size of databases may require upgrades to the computer hardware. Customer is responsible for any computer upgrades that may be required.
4. **Software Responsibilities.** For software issues, Customer is responsible for installation, testing and operation of software and all upgrades. For all DPT software, the customer is responsible for operating its equipment, providing back-up equipment and services upon product failure, isolating and documenting software problems, safeguarding all programs' data and removable storage media and reloading programs and data.
5. **Replication of Problems.** Customer may be asked to (i) replicate software problems at the Customer's site utilizing the unaltered version of the software experiencing the problem, and (ii) provide a copy of an unaltered version of the defective software to DPT.
6. **Isolating Problems.** Remove all features, parts, options, alterations and attachments not supplied by DPT as part of the products to help diagnose where the problem is occurring.
7. **On Site Assistance.** If on site assistance is required, Customer should not permit anyone other than DPT or a DPT certified reseller to perform service on products under warranty, unless directed by DPT.

EXCLUSIONS

Items not covered under warranty. Certain service activities and materials are not covered by DPT's warranty and will be charged to the Customer at the prevailing hourly rate for the service requested. These include, but are not limited to, warranty claims in connection with:

- Alterations or attachments not provided by DPT, approved by DPT in writing, or compatible with DPT's standard interfaces.
- Third party delivered services or attachments (other than Digital Connect) that could include electrical and networking interfaces (GSM, CDMA, Wi-Fi and Ethernet).
- Any negligence, misuse, or abuse by Customer or a third party including theft or vandalism.
- Failure to perform regular cleaning, inspection, adjustment or preventive maintenance activities or to follow proper procedures for operation in accordance with DPT recommendations as set out in the user manuals and documentation
- Movement of products by anyone other than DPT or a certified DPT reseller.
- Failure to adhere to DPT installation or site preparation standards.
- Damage resulting from extreme weather conditions, such as flooding, lightning, fires or any act of force majeure.

- Hardware upgrades as a result of changes in rules or regulations outside of DPT's control (for example, changes to PCI Data Security Council requirements).
- Training issues not covered in the user manuals which are charged on an hourly basis. Arrangements for training can be made through your Regional Sales Manager or local authorised Reseller.
- Unless otherwise agreed in writing, DPT shall not assume the warranty obligations of any other party.
- Batteries, locks and keys are limited to a 30-day replacement warranty. USB keys may be replaced within 90 days of purchase. Any services requested in connection with locks or lock components are charged on an hourly basis. All other consumable items are excluded from warranty coverage.

OBTAINING WARRANTY SERVICES

1. **Obtaining warranty service.** To obtain warranty service for DPT products located in North America, please contact DPT Customer Service using one of the following options:

Phone: 888.687.6822

E-mail: support@digitalpaytech.com

Web: support.digitalpaytech.com

A DPT support specialist will determine if the product is experiencing a problem covered under warranty. DPT will repair or, at its discretion, exchange defective products or parts.

2. **Software warranty service.** Customers must provide the hardware configuration and serial number of the system running the software with the problem, its physical location, the name, release and version number of the operating system software and a description of the problem.
3. **Returning parts or products.** Parts or products under warranty which DPT deems to be defective should immediately be returned for replacement, together with the Return Merchandise Authorization ("RMA") number issued to you. Parts or products must be packaged in accordance with DPT instructions with the RMA number clearly visible. All return shipping costs are the responsibility of the Customer. DPT will notify you when we ship the replacement part or product and all defective parts or products must be returned to us within 30 days of such notice to avoid any charges. Late return of defective parts will result in you being invoiced for the full amount of the replacement part issued to you. DPT will repair all defective parts received outside of the 30 day time period and will return them to you. Returned defective parts or products which do not require immediate replacement will be repaired and returned to you at no charge. If returned parts are defective due to any of the exclusions outlined above, you will be charged for the full value of the replacement part issued.