

ONE (1) YEAR LIMITED WARRANTY



For consumers, who are covered by consumer protection laws or regulations in their country of purchase or, if different, their country of residence, the benefits conferred by this warranty are in addition to all rights and remedies conveyed by such consumer protection laws and regulations.

This warranty does not exclude, limit or suspend any rights of consumers arising out of non-conformity with a sales contract. Some countries, states and provinces do not allow the exclusion or limitation of incidental or consequential damages or allow limitations on how long an implied warranty or condition may last, so the limitations or exclusions described below may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights that vary by country, state or province. This limited warranty is governed by and construed under the laws of the country in which the product purchase took place. RapidScreen warrantor, under this limited warranty, is identified at the end of this document according to the country or region in which the product purchase took place.

spinTouch warranty obligations for this hardware product are limited to the terms set forth below:

spinTouch, as defined in the table below, warrants this hardware product against defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of purchase by the original end-user purchaser ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, spinTouch will either:

- Repair the hardware defect at no charge, using new or parts equivalent to new in performance and reliability, or
- Exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product.

spinTouch may request that you replace defective parts with new or refurbished user-installable parts that spinTouch provides in fulfillment of its warranty obligation. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by spinTouch, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes spinTouch's property. Parts provided by spinTouch in fulfillment of its warranty obligation must be used in products for which warranty service is claimed.

## Software warranty

spinTouch warrants each item of Software, as delivered by spinTouch and properly installed of equipment it is originally licensed for, to function substantially as described in its accompanying user manual during its initial Warranty Period which begins on the date Software is first made accessible to you. spinTouch does not warrant that any item of Software or a Software Release is error-free or that its use will be uninterrupted. spinTouch is not obligated to remedy any Software defect which cannot be reproduced with the latest Software Release. These warranties do not apply to any Product which has been (i) altered, except by spinTouch, its suppliers, or according to its instructions, (ii) used in conjunction with another vendor's product resulting in the defect, or (iii) damaged by improper environment, abuse, misuse, accident or negligence. If any item of Software fails to so function during its Warranty Period, as the sole remedy, spinTouch will provide a suitable fix, patch or workaround for the problem which may be included in a future Software Release. For specific Software which is distributed by spinTouch as a licensee of third parties, warranty terms offered by such third parties to end-users may instead apply to you.

## EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to hardware products manufactured by or for RapidScreen that can be identified by the "RapidScreen" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non RapidScreen hardware products or any software, even if packaged or sold with RapidScreen hardware.

RAPIDSCREEN IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLICIT. SPINTOUCH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY. TO THE FULL EXTENT PERMISSIBLE BY LAW, SPINTOUCH AND RESELLER DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Notwithstanding the above, manufacturers, suppliers, or publishers, other than spinTouch, may provide their own warranties to the end user purchaser, but spinTouch, in so far as permitted by law, provides their products as outlined immediately above. Software distributed by spinTouch with or without the RapidScreen brand name (including, but not limited to system software) is not covered under this Limited Warranty (see above). Refer to the licensing agreement accompanying the software for details of your rights with respect to its use. spinTouch does not warrant that the operation of the product will be uninterrupted or error-free. spinTouch is not responsible for damage arising

from failure to follow instructions relating to the product's use.

This warranty does not apply:

- b. to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship;
- c. to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports;
- d. to damage caused by use with non spinTouch products;
- e. to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes;
- f. to damage caused by operating the product outside the permitted or intended uses described by spinTouch;
- g. to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of spinTouch or a spinTouch Service Provider ("OSP");
- h. to a product or part that has been modified to alter functionality or capability without the written permission of spinTouch; or
- i. if any RapidScreen serial number or branding has been removed or defaced.

To the extent permitted by law, this warranty and remedies set forth above are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, statutory, express or implied. As permitted by applicable law, spinTouch specifically disclaims any and all statutory or implied warranties, including, without limitation, warranties of merchantability, fitness for a particular purpose and warranties against hidden or latent defects. If spinTouch cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by spinTouch in its sole discretion. No spinTouch reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired except as provided in this warranty and to the extent permitted by law, spinTouch is not responsible for direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory, including but not limited to loss of use; loss of revenue; loss of actual or anticipated profits (including loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of, damage to or corruption of data; or any indirect or consequential loss or damage howsoever caused including the replacement of equipment and property, any costs of recovering, programming, or reproducing any program or data stored or used with RapidScreen products and any failure to maintain the confidentiality of data stored on the product. The foregoing limitation shall not apply to death or personal injury claims, or any statutory liability for intentional and gross negligent acts and/or omissions. spinTouch disclaims any representation that it will be able to repair any product under this warranty or make a product exchange without risk to or loss of the programs or data obtaining warranty service.

Please access and review the help resources referred to in the documentation accompanying this hardware product before requesting warranty service.

If the product is still not functioning properly after making use of these resources, please contact the spinTouch representative office using the information provided in the documentation.

When contacting spinTouch via telephone, other charges may apply depending on your location.

When calling, a spinTouch representative or OSP will help determine whether your product requires service and, if it does, will inform you how spinTouch will provide it.

You must assist in diagnosing issues with your product and follow spinTouch's warranty processes.

spinTouch may provide warranty service:

- 1. at a spinTouch representative office or OSP location, where service is performed at the location, or the OSP may send the product to a spinTouch repair service location for service,
- 2. by sending RMA instructions and address (and if you no longer have the original packaging, you shall adequately package and secure the products and accessories to avoid any damage) to allow you to ship to the designated spinTouch repair service location for service, or
- 3. by sending you new or refurbished customer-installable replacement product or parts to enable you to service or exchange your own product ("DIY Service")

Upon receipt of the replacement product or part, the original product or part becomes the property of spinTouch and you agree to follow instructions, including, if required, arranging the return of original product or part to spinTouch in a timely manner. When providing DIY Service requiring the return of the original product or part, spinTouch may require a credit card authorization as security for the published price of the replacement product or part and applicable shipping costs. If you follow instructions, spinTouch will cancel the credit card authorization, so you will not be charged for the product or part and shipping costs. If you fail to return the replaced product or part as instructed, spinTouch will charge the credit card for the authorized amount. Service options, parts availability and response times may vary according to the country in which service is requested. Service options are subject to change at any time. You may be responsible for shipping and handling charges if the product cannot be serviced in the country in which service is requested. If you seek service in a country that is not the country of purchase, you will comply with all applicable export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges.

For international service, spinTouch may repair or exchange defective products and parts with comparable products and parts that comply with local standards. In accordance with applicable law, spinTouch may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. Please refer to the accompanying documentation for more details on this and other matters on obtaining warranty service.

spinTouch will maintain and use customer information in accordance with the spinTouch Customer Privacy Policy available at the website listed below. If your product is capable of storing software programs, data and other information, you should make periodic backup copies of the information contained on the product's hard drive or other storage media to protect the contents and as a precaution against possible operational failures.

Before you deliver your product for warranty service it is your responsibility to keep a separate backup copy of the contents, and disable any security passwords.

It is possible that the contents of your hard drive will be lost or reformatted in the course of warranty service, and spinTouch and its agents are not responsible for any damage to or loss of programs, data or other information contained on the media or any part of the product serviced.

Your product or a replacement product will be returned to you configured as your product was when originally purchased, subject to applicable updates. You will be responsible for reinstalling all other software programs, data and passwords.

Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty.



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