

Paragon Services, Inc. Limited Warranty – for U.S. use only

This limited warranty set forth on this warranty document is provided by Paragon Services, Inc., a corporation located in the state of Georgia, United States, respecting all devices or equipment purchased or leased from Paragon Services and used in the United States. The point-of-sale device or equipment you have purchased is the only device to which this limited warranty applies herein.

Limited Warranty. Your point-of-sale device (terminal, printer or software), when delivered to you in the same condition as when shipped in its Paragon Services, Inc container, is warranted against defects in materials or workmanship as follows: for a period of one (1) year from the date of purchase, defective devices returned to Paragon Services, Inc or a Paragon Services, Inc authorized service facility for that product, as applicable and proven to be defective upon inspection, will be repaired at no charge to you and returned to sender (or such other location designated by you). Warranty replacement shall not extend any manufacturer-sponsored warranty. This warranty does not cover any consumables, as to which there shall be no warranty or replacement.

This limited warranty covers all defects encountered in normal use of point-of-sale devices or equipment sold or leased by Paragon Services, Inc, and **does not apply in the following cases:** (a) Loss of or damage to any equipment sold or leased by Paragon Services, Inc., due to abuse, mishandling, improper packaging by you, alteration, accident, electrical current fluctuations, failure to follow operating, maintenance or environmental instructions prescribed by device user manual, acts of nature, or service performed by other than Paragon Services, Inc, or its assignee; (b) use of parts or supplies (other than sold by Paragon Services, Inc.) which cause damage to the point-of-sale device or equipment as sold or leased by Paragon Services, Inc. or cause abnormally frequent service calls or problems; (c) if the point-of-sale device has had its serial number or dating altered or removed; (d) processor/host settings or terminal profile issues that may affect terminal, printer, pin pad, or check reader functionality; and (e) equipment deemed to be “non-Y2K” compliant (this is limited to equipment not originally sold, deployed as replacement or previously serviced by Paragon).

Obtaining Warranty Service. Paragon will support out of box failures of Equipment **within thirty (30) days of ship date.** In the case of an out of box failure, you should Contact Paragon as soon as possible at (800) 322-5771. A Paragon Representative will trouble-shoot to find a resolution to the problem. If, in Paragon’s sole discretion, the Equipment is found to be non-functional, a Return Merchandise Authorization number (“RMA#”) will be issued to you by Paragon, and Paragon will ship to and bill you for a replacement unit. The replacement unit shall constitute a new Order and will be subject to the same payment terms as the original unit. Non-functioning Equipment should be returned to Paragon with the designated RMA# marked clearly on the outside of the box. Upon receipt of the returned Equipment, you will be

credited for the cost of the initial Order and shipping costs associated therewith, **provided that** the Equipment is received in complete and like-new condition in its original, unmarked box, together with all components and parts including but not limited to the power pack, paper, product inserts, and so on.

Beginning on the thirty-first (31st) day past ship date, any and all problems with Equipment functionality shall be handled pursuant to Paragon’s standard Limited Warranty as set forth above. Note that in either case a dated proof of purchase is required at the time of service. This requirement will be satisfied by providing a copy of your dated bill of sale or device/equipment lease agreement with Paragon Services.

Warranties Exclusive. NO IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLIES TO ANY POINT-OF-SALE DEVICE, EQUIPMENT OR SOFTWARE SOLD OR LEASED BY PARAGON SERVICES, INC., AFTER THE APPLICABLE PERIOD OF THE EXPRESS LIMITED WARRANTY STATED ABOVE, AND NO OTHER EXPRESS WARRANTY OR GUARANTY, EXCEPT AS MENTIONED ABOVE, GIVEN BY ANY PERSON OR ENTITY WITH RESPECT TO DEVICES OR EQUIPMENT SOLD OR LEASED BY PARAGON SERVICES, INC., SHALL BIND PARAGON SERVICES, INC. (SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.)

Limitation of Liability. PARAGON SERVICES, INC SHALL NOT LIABLE FOR LOSS OF REVENUE OR PROFITS, INCONVENIENCE, EXPENSE FOR SUBSTITUTE EQUIPMENT OR SERVICE, STORAGE CHARGES, LOSS OR CORRUPTION OF DATA, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE OR MISUSE OF, OR INABILITY TO USE, ANY POINT-OF-SALE DEVICE OR EQUIPMENT SOLD OR LEASED BY PARAGON SERVICES, INC., REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF PARAGON SERVICES, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL RECOVERY OF ANY KIND AGAINST PARAGON SERVICES, INC BE GREATER IN AMOUNT THAN THE PURCHASE OR LEASE PRICE OF ANY POINT-OF-SALE DEVICE OR EQUIPMENT SOLD OR LEASED BY PARAGON SERVICES, INC. AND CAUSING THE ALLEGED DAMAGE. WITHOUT LIMITING THE FOREGOING, YOU ASSUME ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO YOU AND YOUR PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF USE OR MISUSE OF, OR INABILITY TO USE, ANY DEVICE SOLD OR LEASED BY PARAGON SERVICES, INC. NOT CAUSED DIRECTLY BY THE NEGLIGENCE OF PARAGON SERVICES, INC. (SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.) THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OR LESSEE OF ANY POINT-OF-SALE DEVICE SOLD OR LEASED BY PARAGON SERVICES, INC, OR THE PERSON FOR WHOM IT WAS PURCHASED AS A GIFT, AND STATES YOUR EXCLUSIVE REMEDY.