

# Clear Digital Warranty Statement

In Partnership with and on behalf of Clear Touch Interactive

## Terms and Conditions

Clear Touch Interactive "Clear Touch" provides the following Limited Warranty to original end users of its Clear Digital digital signage displays and accessory equipment that includes stands, mounts, PC modules, and wireless adapters ("Accessory products") purchased from Clear Touch Interactive or from an Authorized Reseller Partner.

**What is covered:** Clear Touch warrants its products to be free from defective materials, warrants the workmanship, and agrees to correct any such defects during the stated warranty period providing that the digital signage displays and included Clear Touch or Clear Digital accessories are used in accordance with the conditions stated in the User Manual and/or as stated. Clear Touch provides a Limited Warranty.

Clear Touch will provide first tier support of included, at the time of purchase, 3rd party software. 3rd Party software will be supported in perpetuity by original manufacturers.

**How long coverage lasts:** This limited warranty runs from the original date of purchase. After the expiration of the warranty period, you will be charged for labor, parts, and all shipping costs on any repair services. Coverage is limited to first end user purchasers only and if the product is re-sold or ownership transferred, the warranty will expire and revert to billable service. Warranties are as follows:

### Product Limited Warranties

|                              | 90 Days | 1 Year | 2 Years | 3 Years  | 5 Years  |
|------------------------------|---------|--------|---------|----------|----------|
| <b>Nio</b>                   |         |        |         | ✓        | Purchase |
| <b>Evo Roll/Evo Roll Pro</b> |         | ✓      |         | Purchase |          |
| <b>Evo Tall/Evo Tall Pro</b> |         | ✓      |         | Purchase |          |
| <b>Müv</b>                   |         | ✓      |         |          |          |
| <b>Tok</b>                   |         | ✓      |         |          |          |
| <b>Tab</b>                   |         | ✓      |         |          |          |
| <b>Vue</b>                   |         |        | ✓       |          |          |
| <b>Vue II</b>                |         |        | ✓       |          |          |
| <b>Gel</b>                   |         |        | ✓       |          |          |
| <b>Sho Stick</b>             |         | ✓      |         |          |          |
| <b>Way</b>                   |         | ✓      |         |          |          |

**\*Note:** Products that do not show the Extended Warranty Purchase Option ("**Purchase**") do not have an Extended Warranty Option. They are covered for the Manufacturer's Warranty Period.

## Extended Warranty Information

| Warranty SKUs     | Description                              |
|-------------------|------------------------------------------|
| CDS-EXWTY-NI43-2Y | <b>43"</b> Nio 2yr Extension - 5yr Total |
| CDS-EXWTY-NI55-2Y | <b>55"</b> Nio 2yr Extension - 5yr Total |
| CDS-EXWTY-NI65-2Y | <b>65"</b> Nio 2yr Extension - 5yr Total |
| CDS-EXWTY-NI75-2Y | <b>75"</b> Nio 2yr Extension - 5yr Total |
| CDS-EXWTY-NI86-2Y | <b>86"</b> Nio 2yr Extension - 5yr Total |
| CDS-EXWTY-NI98-2Y | <b>98"</b> Nio 2yr Extension - 5yr Total |

|                     |                                               |
|---------------------|-----------------------------------------------|
| CDS-EXWTY-EVOM-2Y   | <b>Evo Roll</b> 2yr Extension - 3yr Total     |
| CDS-EXWTY-EVOH-2Y   | <b>Evo Roll Pro</b> 2yr Extension - 3yr Total |
| CDS-EXWTY-EVOT-M-2Y | <b>Evo Tall</b> 2yr Extension - 3yr Total     |
| CDS-EXWTY-EVOT-H-2Y | <b>Evo Tall Pro</b> 2yr Extension - 3yr Total |

This limited warranty differs by region where the Digital Signage Display and/or included accessory is installed:

|                                                                                                                                                                               | CONUS    | OCONUS   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| <b>Ticket, Voice, and Chat Support</b>                                                                                                                                        | Standard | Standard |
| <b>At discretion, provide advanced replacement Digital Signage Display or component to customer site. Shipping cost covered excluding special services, duties, and taxes</b> | Standard | Standard |
| <b>At discretion, provide on-site Digital Signage Display warranty service</b>                                                                                                | Standard | N/A      |

Different warranty services are provided during the life of a product; DOA, Advanced Replacement, and Ship to Repair or Parts Shipment are each explained in the Warranty Services section below. A Limited Warranty covers DOA and Advanced Replacement services, which are achieved at no cost to the customer.

### Clear Touch Warranty Services:

Clear Touch will repair any defect in materials or workmanship in the Digital Signage Display, Component, or Part ("unit"). Clear Touch offers the following services in the event of failure:

- A. **Clear Touch provides Support FAQ's, Telephone, Ticketing, and Chat Support**  
FAQ's are available at <https://support.getcleartouch.com>. Support can be reached by phone at (864) 643-5045, by submitting a ticket at <https://support.getcleartouch.com/portal/newticket>, by email at [support@getcleardigital.com](mailto:support@getcleardigital.com), or by Chat from the homepage of <https://www.getcleartouch.com/>. Clear Touch strives for response to the above communications within 24 hours during normal business days and strives for a best-effort time to resolution of the issue.
  
- B. **Dead on Arrival (DOA):** Should Clear Touch verify a Digital Signage Display or accessory product failure within thirty (30) days of purchase from a Clear Touch Authorized Reseller or thirty (30) days of delivery/verifiable installation date, that is not subject to items listed under "What is not covered" section below, Clear Touch will replace the failed Digital Signage Display or Accessory product with sealed inventory of a new equivalent or better product, where applicable. Clear Touch will pay shipping of replacement to customer location as well as return of defective product (All Regions).
  
- C. **Provide Advance Replacement of Digital Signage Display or Device:** If Clear Touch Support determines that a warranty-covered issue cannot be resolved remotely, and/or is unlikely to be resolved on-site, Clear Touch may elect to ship an advanced replacement unit(s) to the original customer's site. The unit(s) will arrive on-site and the customer is responsible for securing transportation into the building unless Special Services (lift-gate, inside delivery, and limited access hours) are requested. Customer agrees to cover the extra costs of Special Services. In such cases, the customer agrees to uninstall/reinstall the unit(s) themselves or with the assistance of the original installer. Clear Touch will provide tracking of shipment to the customer site. **Upon receipt of advance replacement unit(s), Customer agrees to swap the unit(s) and prepare the unit(s) for shipment back to Clear Touch using the same packaging as the advance replacement unit to prevent damage to unit(s) during shipping. The defective unit(s) must be received back by Clear Touch within 15 business days, unless expressly stated in writing by Clear Touch, for the disposal or repair of the replaced unit(s). Failure to return used or unused unit(s) may result in the customer being invoiced at the Manufacturers Retail Price of the unit(s).**
  
- D. **Ship to Repair or Parts Shipment:** After the expiration of the limited warranty and once the issue is determined to be hardware, the Digital Signage Display/product can be repaired by a Clear Touch Technician if the product is shipped back to Clear Touch's repair depot. As another option, the customer may elect to purchase internal components, where available and applicable, to repair the hardware failure. Address and shipping details will be covered inside the support ticket. The labor, component cost, and shipping will be charged to the customer.

| Life of Product                               | Service Provided                 | Description                                                                                                                                           |
|-----------------------------------------------|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0-30 days                                     | DOA Replacement                  | Sealed inventory replacement. Free shipping                                                                                                           |
| 30 days - expiration of Limited Warranty      | Advanced Replacement             | Factory Certified replacement. Free shipping                                                                                                          |
| Expiration of Limited Warranty to End-of-Life | Ship to Repair or Parts Shipment | Customers may purchase internal components for self repair or pay for onsite services for repair plus parts. Shipping will be charged to the customer |

**What is Not Covered:** Damage to the Digital Signage Display or accessory product that is caused by accident, misuse, abuse, negligence, alteration (including 3rd Party accessories), natural disaster, cosmetic damage or unauthorized repair of the Digital Signage Display or accessory product. In addition, this warranty does not cover damage due to:

- Improper or incorrectly performed installation (incorrectly performed installation includes but is not limited to: cross-threaded bolts, software required updates, inlet and exhaust air flow restrictions, operation outside of stated environmental specifications, setup on customer's network, incorrect mounting or installation, reinstallation, operation, or failure to perform recommended maintenance on Digital Signage Display or adjustable mounts/stands
- Power surges, connection to incorrect voltage, or combination with incompatible components or accessories; or repairs performed by anyone other than an authorized Clear Touch service facility.
- Degraded performance or damage due to malware.
- Installation of 3rd Party software on any PC Modules in use
- Surface damage due to sharp objects scraping the surface, physical abuse or the use of non-recommended cleaning solutions or methods
- Customer's personal data installed on the Digital Signage Display or Embedded PC (It is recommended that the customer backs up personal data from the PC or Digital Signage Display before deleting it from the embedded PC or Digital Signage Display)

Panel warranty is voided if excessive pressure is applied to the edges of any Digital Signage Display that results in mechanical damage, display damage, or degraded sensor performance.

Clear Touch reserves the right to use refurbished or “as new” spare parts in the repair of customers unit(s), the function of which is as new equipment.

Clear Touch reserves the right to charge for any services or support provided to the end user customer that incurred direct cost to Clear Touch that contravenes the intent and Terms and Conditions of this warranty statement subject to “What is Not Covered” clauses. It is the customers’ responsibility to assist, to the best of their ability, Clear Touch or Clear Digital Support in detailing the problems and performing diagnostics required by Clear Touch or Clear Digital support.

Incurred consequential and incidental damages are not recoverable under the warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Note: brightness degradation is normal over time with digital signage displays. Also, it is normal in LCD/LED technology to have a limited number of individual pixels fail over the lifetime of the display. If the factory serial number does not appear or has been changed on your display or embedded PC, this warranty will not apply.

**Service Eligibility:** In order to be eligible for service under this warranty, you **MUST** be the original end user of a Clear Digital digital signage display or accessory product with the original factory serial number (Digital Signage Display and PC Module).

**Outside Warranty Repaired Product:** Clear Touch warrants repaired product for a period of ninety (90) days after Clear Touch completes the repair of the defective product. Should the same fault occur in the same part of the repaired product due to the same root cause within the said ninety day (90) period, the end user should request to return the faulty product in accordance with the stated Return Merchandise Authorization.

**Limitation of Liability:** Unless otherwise required by applicable law, Clear Touch’s maximum liability under or in connection with these terms and conditions or for any warranty claim shall be limited to reimbursement of the costs paid by Reseller to Clear Touch for the Digital Signage Display or accessory product that has failed, pro-rated as below:

|                                                                           |     |
|---------------------------------------------------------------------------|-----|
| Year one (31 to 365 calendar days from installation date)                 | 60% |
| Year two (366 to 730 calendar days from installation date)                | 40% |
| Year three (731 to 1095 calendar days from installation date)             | 30% |
| Year four* (1096 to 1460 calendar days from installation date)            | 20% |
| Year five* (1461 to 1827 calendar days from installation date)            | 10% |
| Year six* and seven * (1828 to 2557 calendar days from installation date) | 5%  |

**\* Extended Warranty is required.** Note: If proof of installation date is unavailable, the date sold to re-seller will prevail.

### **Legal Terms**

This document and any document referenced herein sets out the entire agreement relating to the terms and conditions of the Clear Touch Warranties and supersedes any prior agreements, arrangements or representations regarding the product including any representations made in Clear Touch Interactive or Clear Digital sales literature or information given or provided by a Clear Touch employee, reseller, or distributor of Clear Touch or Clear Digital. No reseller, agent, or distributor of Clear Touch or Clear Digital is authorized to make or agree any modification, extension, addition or variation to the terms and conditions of the Warranties nor to offer any other remedy (including but not limited to the offer of a refund) for or on behalf of Clear Touch. No change may be made to these warranties unless expressly made in writing made by an authorized officer of Clear Touch.

### **Severability**

If any provision of these Clear Touch Warranties is held invalid, illegal or unenforceable by any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions. If a provision of these Warranties that is fundamental to the accomplishment of the purpose of these Warranties is held to any extent to be invalid, the Customer and Clear Touch Interactive shall immediately commence good faith negotiations to remedy that invalidity.

