

EYECCLICK PRODUCT WARRANTY

This Warranty constitutes an integral part of EyeClick's ("**Company**") Purchase Order and supersedes any and all other warranty terms and conditions.

IMPORTANT: By using your Company-branded hardware and/or third-party hardware provided by Company and/or Company-branded software ("**Company Product**" or "**Product**") you agree to be bound by the terms of the Company limited warranty (the "**Warranty**") as set out below and you explicitly acknowledge Company's access to the Product's embedded camera (the "**Camera**") for diagnostic and remote services only (the "**Diagnostic**"). You are aware and accept that during such Diagnostic your premises will be visible to the Company to the extent captured by the Camera. Do not use your product until you have read the terms of the warranty. If you do not accept and agree to the terms of the Warranty, do not use the Product.

WHAT IS COVERED BY THIS WARRANTY

Company warrants the Company Product from the date of delivery for the period specified in your signed Purchase Order (the "**Warranty Period**") as further specified in Exhibit W hereunder:

Upgrades shall be available upon request and additional quote and fee. After the first year (or any other period specifically mentioned at your signed Purchase Order), the Warranty Period may be extended subject to the terms and fees as will be defined by Company at that time.

Notwithstanding the aforesaid, the Warranty Period shall apply only when used in the manner for which it was designed, and when conforms substantially to its end-user manual and other documentation delivered with the Product directly or via its app and prevailing at the time of delivery.

WHAT IS NOT COVERED BY THIS WARRANTY

EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY PROVIDED ABOVE, COMPANY MAKES NO WARRANTIES WITH RESPECT TO ANY PRODUCT AND DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. The Company does not warrant that the operation of the Company Product will be uninterrupted or error-free. The Company is not responsible for damage arising from failure to follow instructions relating to the Company Product's use, or from maintenance or other services not performed by Company or a Company Authorized Service Provider ("**EASP**"). THIS WARRANTY DOES NOT APPLY: (a) to consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with another product; (d) to damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external cause; (e) to damage caused by operating the Company Product outside of normal use; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Company or an EASP; (g) to a Company Product that has been modified to alter functionality or capability without the written permission of Company; (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the Company

Product ; (i) to defects caused by unlawful installation of the Company Product not in accordance with its formal Installation instructions, or (j) if any serial number has been removed or defaced from the Company Product.

IMPORTANT RESTRICTION FOR COMPANY SERVICE

The Company may restrict warranty service for its Products to the country where Company or its Authorized Distributors originally sold the Product.

YOUR RESPONSIBILITIES

Before receiving Warranty service, Company or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing the service required and follow Company's procedures for obtaining Warranty service.

Company may install system software updates as part of Warranty service that will prevent the Company Product from reverting to an earlier version of the system software.

WHAT WILL COMPANY DO IN THE EVENT THE WARRANTY IS BREACHED?

If during the Warranty Period you submit a valid claim to Company or an EASP, Company may, at its sole discretion, use reasonable commercial efforts to either (i) repair the Company Product or part using new or previously used parts that are equivalent to new in performance and reliability, or (ii) replace the Company Product or part with a device that is at least functionally equivalent to the Company Product and is formed from new and/or previously used parts that are equivalent to new in performance and reliability.

Dependent on the Warranty service level purchased by you, in some cases you will be requested to ship the malfunctioned Product to the Company's or its EASP location. The Company will ship the refurbished Product back to you.

Company reserves the right to change the method by which Company may provide Warranty service to you, and your Company Product's eligibility to receive a particular method of service.

When a Company Product or part is replaced any replacement item becomes your property and the replaced or refunded item becomes Company's property.

HOW TO OBTAIN WARRANTY SERVICE

If in the scope of the Warranty Period - Please contact a Company representative at support@eyeclick.com or an EASP. A Company representative or an EASP will help determine whether your Company Product requires service and, if it does, will inform you how Company will provide it.

GENERAL

No Company reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be unlawful or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

No waiver of any default or breach, by any party, shall be deemed to be a waiver of any subsequent default or breach, by that party. You may not deduct or set-off for any reason whatsoever.

Exhibit W – Warranty Spec

Category	Item	Premium	Gold	Silver	Ressler	Comment*
HW	Replacement Parts	X	X	X	X	
HW	On-Site Tech Visits	3	1	---	---	
HW	Lamp Replacement	Unlimited	1 / during visit	3-mnth warranty	3-mnth warranty	
Content	Marketing / Technical Material	X	X	X	X	
Content	Games Updates / Upgrades	X	X	X	---	Interent connection is required
Service	Hotline Support	X	X	X	---	Working hours, 7 days a week
Service	Remote access / System Monitoring	X	X	X	---	Interent connection is required
SW	SW Updates / Upgrades	X	X	X	---	Interent connection is required
Service	Extra Tech Visit	60% off	30% off	Full price	30% off	

* Special prices may apply for tech visits in remote locations which are over 200KM away from a main city; Lift or any special equipment required for work at high heights is not included in these prices