



## **Pomodo's Hardware Support Policy**

**Included with an Active Pomodo Subscription!**

*Every Step of the Way....Maximize the Value of Your System, Feel Confident in Your Choice and know you're covered when you need it.*

# Hardware Policy

Full Swap- Out Support Policy Features Include:

**1. Next Business Day Replacement /Swap-Out Service**

Pomodo will send part(s) for any hardware failures on all equipment covered under the policy. See section E for details.

**2. Toll Free Help Desk Phone Support**

24 X 7 Phone Support from In House Technicians--No outsourcing

**3. Unlimited Web / Phone Training**

Call and spend time with our knowledgeable staff and receive ongoing training on your software.

**4. Online Portal**

Full online resources, video tutorials, knowledge base, submit support tickets, downloads, pay and order online.

**5. Remote Access Support**

Pomodo uses software that gives us the capabilities to connect remotely to your system to fix and diagnose any challenges.

**This Support Policy Agreement (Agreement) is entered into by Automated Data Instruments DBA Pomodo (Provider) and Policy Holder (Customer) and will be the governing document as it relates to service and support provided by provider.**

**A. Items not covered for replacement:**

The below items are not covered under the Hardware Swap Out Policy. If these items are replaced it is chargeable at current rates even if they were provided by or purchased from Provider. Phone support will be provided to assist with replacement.

- **Wiring:** including but not limited to: Network cables or jacks, power cables
- **Network router, hubs or switches:** This policy does not cover the replacement / service of any hubs, routers, switches or wireless network connections of any kind even if purchased from Provider.
- **Connecting to an existing network:** Provider will be limited to the support that can be provided when connecting to an existing network. Provider will work with Customer's IT staff to resolve any issues that may occur as a result of being on an existing network. Provider will not be responsible for data base connections failures, internet access, passwords, domain names, remote (network printer) failures or any other network related issues deemed a result of being a part of an existing network.

Phone support only will be provided and related to general networking issues only on the Customer's network. It may be necessary for Customer to have assistance at own expense to solve networking issues.

- **Report Printers:** If report printer needs repaired or replaced, Customer will be charged and/or manufacture warranty will apply

Provider cannot guarantee any compatibility on hardware not provided by Provider; any support requested on non-Provider hardware is chargeable at current policy rates.

- **UPS: Battery backups:** If needs repaired or replaced will be chargeable and/or manufacture warranty will apply - batteries not covered.
- **Computers not purchased from Provider with or without software:** Due to the many variables with existing computers it may be determined that Customer's computer may not be compatible with the software and may not be able to have the software installed. Provider will not be held liable for any loss of data or system failure as a result of installing of software. Provider cannot guarantee any compatibility on non-Provider hardware; any support requested on non-Provider hardware is chargeable at current policy rates.
- **Spyware and Virus Issues:** It is the Customer's responsibility to maintain and update virus and spyware software.
- Provider will not be held liable or responsible for any issues, problems, or loss of data due to viruses / spyware.
- **Internet service:** Provider will not be held liable or responsible any issues or problems as a result of internet services. It is the Customer's responsibility to solve any internet issues.

- **Wi-Fi / separate internet connection:** For security purposes, Provider requires its own network with internet access. No other computers or Public Wi-Fi should be connected to the POS network. For an additional fee Provider can set-up a Wi-Fi network / other network but it is policy that if for any reason there is an issue with this network additional charges will apply. Wi-Fi networks and routers are not covered under this Agreement. *If using DSL Pomodo does not install separate internet network connections.*

If Customer is **sharing** internet connection with other devices (i.e. cameras, juke box, Wi-Fi, etc.) Provider is not responsible for these devices (setup, performance or connections). For best results install a 2<sup>nd</sup> internet connection so that these devices are on their own internet connection.

### **A.1–Replaceable Swap Out Items**

Customer invoice will indicate the swap out term for covered items. The Provider will cover the cost of the items and send via shipment method below. Phone support will be provided to assist with replacement. Provider reserves the right to exclude products from the policy and to replace a product with a replacement that is the equivalent in features and quality and not necessarily new, or the same model or name brand.

#### **Shipment method:**

Replaced product will be shipped the next business day from time of received call and technical support department authorization. All replacement requests need to be verified by the Technical Support Center prior to the shipment or delivery of any replacement products. All returned items must be shipped prepaid. All manuals, cables, ribbons, paper guides, etc. must be returned. Provider is not responsible for shipper's inability to ship or deliver products. Provider reserves the right to ship customer replacement items not the entire unit to fulfill this contract if it is feasible to do so. For example if Customer is having a problem with receipt printer, and Provider's technicians feel that the receipt printer is the problem they will ship a replacement receipt printer. Provider requires Customer to return the defective product within ten (10) days from receiving the replacement product. Provider is authorized to charge Customer's credit card or account on file for the full amount of any and all product not returned within the above-mentioned time limitation. Unpaid invoices could result in the suspension of all services.

## **B. Policy Terms and Conditions**

### **B-1 --Policy commitment**

Hardware swap out is only valid on select purchased hardware from Pomodo and with an active, valid Pomodo Subscription. Hardware swap out is provided for 36 months from the original invoice date. After 36 months, hardware is no longer covered under the swap out policy. The Customer can choose to upgrade the hardware to extend swap out for another 36 months, or replace hardware at the cost of Customer if it fails. After the 36 month term, phone and email support will continue to be provided for the hardware, provided that the issue can be fixed without replacing the hardware.

Customer's system delivery date, and "going live" does not impact the start date of the hardware swap out 36 month term.

Provider has the right to bill and collect for product not returned to Provider within the guidelines set forth in this agreement.

This support policy shall terminate if either party breaches any agreements including the subscription agreement between parties.

### **B.2--Adding locations and or additional equipment to your contract:**

All new locations and or approved equipment added to Customer's policy will be covered under swap out for 36 months from the invoice date of purchase. Any items replaced under the swap out policy will keep the original 36 month term. Replacements will not extend the 36 month term.

Pomodo reserves the right to discontinue this program at any time. If discontinued all previously covered equipment will remain covered for the remaining time on the 36 month term, but no new equipment will be covered if added after the program is discontinued. Your invoice will show what is covered and should be kept for your records as proof of your 36 month term.

### **B.3 --Past due accounts:**

If Customer account with Provider is past due for any amount, due to nonpayment, returned checks, or any other reason, Customer access to support will be suspended until the account is paid in full or arrangements to take care of the past due balance are made. Please keep in mind that even though account is suspended, time is still being subtracted from your 36 month hardware swap out term. If Customer account is suspended, Customer may purchase support at the current support rate, but that support must be paid in full prior to the support being provided.

#### **B.4 --Non-transferable:**

Customer may not lend, lease, rent, sub-license or otherwise transfer rights under this support policy. Resellers are independent and in no way represent Provider. Any and all representations, warranties; implied or express, by reseller on behalf of Provider are void, AND IN NO EVENT shall Provider be liable for any loss, damage, or injury of any nature, whether direct or consequential in connection with or resulting from the use of the products.

#### **B.5 --Terms and conditions:**

Verbal statements or promises made by any Provider employees or contractors are void, and only statements in this policy are valid. This is a support policy for technical support to the Provider's designated location for support, on a first come – first served basis. It is limited to, hardware and software purchased from Provider or an authorized provider unless specified in writing and attached as a part of this contract. Data recovery covered under this contract is *limited to restoration of the most recent data backups retained by the Customer*. Direct connection to the Customer's system via the internet will require the Customer to have a valid copy of the communication package specified by the provider. Provider assumes no liability for data security or confidentiality. Provider is not responsible for any loss of data, sales, credit card sales or any items related to loss of data or system failure.

#### **B.6 --Disclaimer:**

Provider and it's members provide this service to you "As Is" and does not warrant that the information provided will be error free or will meet any or all customer needs. Any support errors that are identified by clients of Automated Data Instruments, Corp. will, when identified, be evaluated by a support person to determine whether the errors apply generally to the program will be forwarded to the program authors. Any errors that are peculiar to that specific customer will, at the option of Pomodo be dealt with by using one of several methods of correction. In no event shall Pomodo be liable for any loss, damage, or injury of any nature, due to the above, whether direct, consequential in connection with, or resulting from the use of the service. The warranty and remedy provided above are exclusive and in lieu of all other express warranties and unless stated herein, any statements or representations made by any other person or firm are void. The duration of any implied warranties of merchant ability or fitness for a particular purpose on your product shall be limited to the duration of the express warranty set forth above. Except as provided in this written warranty, neither the manufacturer, nor its affiliates shall be liable for any loss, inconvenience, or damage including direct, special, incidental, or consequential damages, resulting from the end use or inability to use the product, whether resulting from breach of warranty or other legal theory.

**B.7 --Governing Law:**

This policy agreement shall be constituted under and governed by the laws of the State of Pennsylvania, and the United States of America. Any legal action required by either party must be filed in one of the above-mentioned states. Action filed in any other state or country will not be valid; and it is agreed that such action will be moved to one of the above-mentioned states. In the event that any one or more of the provisions or parts of any provisions contained in this Agreement shall for any reason be held to be invalid, illegal, void or otherwise unenforceable in any respect by a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, void or unenforceable provisions had never been contained herein. Some states do not allow limitations on how long an implied warranty lasts and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which may vary from state to state.

**B.8--Limitation of Liability:**

In the event that a product malfunction leads to damage or injuries to the product, to the customer's business, the end-user's business, to other equipment, or residence, or to employees or to other persons, POMODO shall not be liable for such damages or injuries. The customer understands and agrees that if POMODO shall be found liable for loss or damage due from failure of POMODO to perform any of POMODO's obligations hereunder or the failure of the product in any respect whatsoever, POMODO's liability shall be limited to \$250.00 and this liability shall be exclusive, and that the provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of POMODO's obligation, breach of express or implied warranty, or from negligence, active or otherwise, POMODO, its agents, servants assignees or employees. In no event shall POMODO be responsible for any other damages, including special or consequential damages and all parties, their agents, contractors or licensees will not under any circumstances be liable for any or consequential damages, including, but not limited to loss of data, loss of time, loss of funds or any other losses resulting from the setup or configuration of credit card software, hardware or terminals. There are no expressed or implied warranties made herein.