



WARRANTY POLICY

We care about your business – We are dedicated to providing excellent products that use today's advanced technology. We offer a standard one full year warranty against manufacturer defects on every Duo Electronic Tablet System we sell (model #: KD-17). As with most electronic products, there are some additional factors that are beyond our control and are not covered under a warranty agreement. We highly recommend that you read this warranty policy so that you fully understand your warranty coverage. If you have any questions regarding this warranty, please feel free to contact us.

LIMITED HARDWARE WARRANTY AND LIABILITY

FOR THE DUO electronic tablet device.

KCI Communications, Inc. warrants to the original purchaser that the DUO hardware shall be free from material defects in material and workmanship for a period of one (1) year from the original date of purchase (the "Warranty Period"). If the product is determined to be materially defective during the Warranty Period, your sole remedy and KCI's sole and exclusive liability shall be limited to the repair or replacement of this product with a new or refurbished product at KCI's option. For purpose of this Limited Hardware Warranty and Liability, "refurbished" means a product that has been returned to its original specifications. Visit www.converttotouch.com or email info@converttotouch.com for instructions on how to deliver the product, freight prepaid, to an authorized service facility.

THIS WARRANTY SHALL NOT APPLY IF THIS PRODUCT (A) IS USED WITH PRODUCTS THAT ARE NOT COMPATIBLE WITH THIS PRODUCT; (B) IS MODIFIED, OR TAMPERED WITH; (C) IS DAMAGED BY ACTS OF GOD, MISUSE, ABUSE, NEGLIGENCE, ACCIDENT, WEAR AND TEAR, UNREASONABLE USE, OR BY OTHER CAUSES UNRELATED TO DEFECTIVE MATERIALS OR WORKMANSHIP (INCLUDING BUT NOT LIMITED TO WATER DAMAGE, ; (D) HAS HAD THE SERIAL NUMBER ALTERED, DEFACTED OR REMOVED; OR (E) THIS WARRANTY DOES NOT COVER CONSUMABLES (SUCH AS BATTERIES) OR PRODUCTS SOLD "AS IS" OR WITH ALL FAULTS. THIS WARRANTY SHALL ALSO BE VOIDABLE BY KCI IF (1) KCI REASONABLY BELIEVES THAT THE DUO SYSTEM HAS BEEN USED IN A MANNER THAT WOULD VIOLATE THE TERMS AND CONDITIONS OF A SEPARATE END USER LICENSE AGREEMENT FOR SYSTEM SOFTWARE. YOU ASSUME ALL RISKS AND LIABILITIES ASSOCIATED WITH USE OF THIRD PARTY PRODUCTS. A VALID PROOF OF PURCHASE IN THE FORM OF A BILL OF SALE OR RECEIPT FROM KCI OR AN AUTHORIZED RETAILER WITH THE DATE OF THE ORIGINAL PURCHASE MUST BE PRESENTED TO OBTAIN WARRANTY SERVICE.

THIS WARRANTY IS PROVIDED TO YOU IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR THE DUO HARDWARE, WHICH ARE DISCLAIMED HEREUNDER. HOWEVER, IF SUCH WARRANTIES ARE REQUIRED AS A MATTER OF LAW, THEN THEY ARE LIMITED IN DURATION TO THE WARRANTY PERIOD.

OUR SOLE AND EXCLUSIVE RECOURSE IN THE EVENT OF ANY DISSATISFACTION WITH OR DAMAGE ARISING FROM THE USE OF THE DUO HARDWARE AND KCI'S MAXIMUM LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE DUO SYSTEM. EXCEPT AS EXPRESSLY STATED ABOVE, KCI EXCLUDES ALL LIABILITY FOR ANY LOSS OF DATA, LOSS OF PROFIT, OR ANY OTHER LOSS OR DAMAGE SUFFERED BY YOU OR ANY THIRD PARTY, WHETHER SUCH DAMAGES ARE DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL AND HOWEVER ARISING UNDER ANY THEORY OF LAW, AS A RESULT OF USING YOUR DUO HARDWARE. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS AND SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province or country to country.

SERVICE POLICY

You understand and acknowledge that any time KCI services your DUO system within the Warranty Period, it may become necessary for KCI to provide certain services to your DUO system to ensure it is functioning properly in accordance with KCI



guidelines. Such services may include the installation of the latest software or firmware updates, or service or replacement of the DUO with a new or refurbished product. You acknowledge and agree that some services may change your current settings, cause a removal of cosmetic stickers or system skins, cause a loss of data or content, or cause some loss of functionality. You should remove any peripherals, non-DUO system components, and any content that you consider proprietary, private, or confidential before you send in your DUO system for service. KCI shall not be liable for damages resulting from your failure to comply with the foregoing, or any instructions provided to you by KCI. KCI reserves the right to refuse service or void the warranty of any DUO system that has been modified or tampered with.

Except as otherwise stated in the Limited Hardware Warranty and Liability above, you agree that (1) the services are provided "AS IS" without any express or implied warranties; and (2) KCI shall not be liable for any direct and indirect, consequential, or special damages, including any damages that may arise from loss of data or functionality. The foregoing limitation shall apply to the extent permitted by applicable law.

RETURN POLICY

In order for KCI to process RMAs (Return Material Authorizations) in an accurate and efficient manner, the following criteria must be met for all items returned for credit:

Returned parts must be received by KCI within 30 days of the date the RMA was issued.

- RMA request must be completed within 30 days of original receipt of product.
- RMA must be shipped in its entirety.
- Each box/bag must be labeled with the following:
 - Part/model number
 - Quantity being returned (must match quantity on RMA)
 - Corresponding RMA Number
- All parts included in the RMA must be listed on the packing slip.
- Parts will not be accepted if there are markings or writing on the bag, carton, or on the part itself.
- Parts must be returned in original packaging

If RMA material is not shipped in accordance with the above criteria, then the shipment will not be accepted and the material will be returned to you at your expense.

We offer a 12 month warranty on all products that KCI offers (see warranty policy) and full refunds will be issued if you are unsatisfied with our products within 30 days of original purchase (in the event that all above criterion is met), however we do not refund shipping costs. Return shipping costs, both for warranty and credit, are to be paid by the customer. Please contact us if you have questions about our return policy, or need to obtain an RMA. Please utilize the "contact us" feature on our website at www.converttotouch.com or email us at info@converttotouch.com

SOFTWARE POLICY

Thank you for choosing KCI Communications, Inc. for your digital computing needs. The following agreement spells out the terms and conditions regarding our software and hardware for the DUO. Please keep a copy for your records.

USE OF THE SYSTEM SOFTWARE IN KCI Communications, Inc.'s DUO electronic tablet pen ("DUO system") IS EXPRESSLY CONDITIONED UPON ACCEPTANCE OF THE TERMS OF THIS AGREEMENT.

This Agreement is a contract with KCI. This Agreement applies to any system software or firmware included in the DUO system, and any patches, updates, upgrades, or new versions of the system software or firmware provided to or made available for your DUO system through any KCI service, online network, or KCI.

1. LICENSE

Subject to the terms and conditions of this Agreement, all System Software is licensed to users solely for personal, non-commercial use on the DUO system in countries in which the DUO system was designed to operate. To the extent permitted by applicable law, your rights to use or access the current version of the Duo System Software, including Duo Board, Notetaker, and PENonPC, shall cease upon installation of a newer version of the System Software onto your DUO system, whether such installation occurs through manual or automatic download by KCI through KCI's website, or otherwise. KCI does not grant any license to System Software obtained by users in any manner other than KCI's authorized distribution methods. You do not have any ownership rights or interests in the Duo System Software. All use or access to the Duo System Software shall be subject to the terms of this Agreement



and all applicable copyright and intellectual property laws. Except as expressly granted in this Agreement, KCI and its licensors reserve all rights, interests and remedies.

2. RESTRICTIONS

You may not lease, rent, sublicense, publish, modify, adapt, or translate any portion of the Duo System Software. To the fullest extent permitted by law, you may not reverse engineer, decompile, or disassemble any portion of the System Software, or create any derivative works, or otherwise attempt to create System Software source code from its object code. You may not (i) use any unauthorized, illegal, counterfeit, or modified hardware or software in connection with the Duo System Software, including use of such tool to bypass, disable, or circumvent any encryption, security, or authentication mechanism for the DUO system; (ii) violate any laws, regulations or statutes, or rights of KCI or third parties in connection with your access to or use of the Duo System Software, including the access, use, or distribution of any software or hardware that you know or should have known to be infringing or pirated; (iii) use any hardware or software to cause the Duo System Software to accept or use unauthorized, illegal, or pirated software or hardware; (iv) obtain the Duo System Software in any manner other than through KCI's authorized distribution methods; or (v) exploit the System Software in any manner other than to use it in your DUO system in accordance with the accompanying documentation and with authorized software or hardware, including use of the Duo System Software to design, develop, update, or distribute unauthorized software or hardware for use in connection with the DUO system for any reason. Any violation of these restrictions will void the DUO system's warranty and affect your ability to obtain warranty services and repair services from KCI.

3. SERVICES AND UPDATES

From time to time, KCI may provide certain updates, upgrades or services for your DUO system to ensure it is functioning properly in accordance with KCI guidelines. Some services may be available to you through KCI's website, www.converttotouch.com, or authorized channels. Without limitation, services may include the provision of the latest update or download of new release that may include security patches, and new or revised settings and features. Some services may change your current settings, cause a loss of data or content, or cause some loss of functionality. It is recommended that you regularly back up any data on the hard disk that is of a type that can be backed up.

4. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

No warranty is given about the quality, usability, or functionality of the Duo System Software. The Duo System Software is provided "AS IS". User is responsible for all fees in connection with use of or access to the internet. KCI expressly disclaims any implied warranty of merchantability, warranty of fitness for a particular purpose and warranty of non-infringement. KCI EXCLUDES ALL LIABILITY FOR ANY LOSS OF DATA, OR ANY OTHER LOSS OR DAMAGE SUFFERED BY YOU OR ANY THIRD PARTY, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL HOWEVER ARISING, AS A RESULT OF ACCESSING TO OR USING THE SYSTEM SOFTWARE. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

5. THIRD PARTY SOFTWARE AND PERIPHERALS

Similar to other resellers of software and peripherals, KCI does not warrant software and third-party peripheral products. Software and third-party peripheral products are covered by the warranties provided by the original publisher or manufacturer only. Third party publisher and manufacturer warranties vary from product to product. Consult your product documentation for specific warranty information. More information may also be available from the publisher or manufacturer. While KCI offers multiple software and peripheral products, we do not specifically test or guarantee that all of the products we offer work with any or all of the various models of computers. If you have questions about compatibility, we recommend and encourage you to submit the exact model computer that is in question to info@converttotouch.com, and a KCI representative will respond with your answer within 48 business hours. Known incompatible computer models: Toshiba A1XX Series, A2XX Series, L3XX Series and Sony FWXX Series, CSXX Series, SXX Series, SZXX Series, CXX Series, 15LN Series.

6. TERMINATION

If KCI determines that you have violated the terms of this Agreement, KCI may take all actions to protect its interests, including denial of any services such as warranty services and repair services provided for your DUO system. Implementation of upgrades or devices intended to discontinue unauthorized use, or reliance on any other remedial efforts as reasonably necessary to prevent the use of a modified DUO system, or any pirated material or equipment. KCI and its licensors reserve the right to bring legal action in the event of a violation of this Agreement.



For technical support please contact us at info@converttotouch.com

