

Podium Limited Hardware Warranty and Refund Policy

1. Scope of Policy

1.1. **Applicability.** This Limited Hardware Warranty and Refund Policy ("Hardware Warranty Policy") applies to all hardware products ("Podium Hardware") purchased directly from Podium by Clients in connection with Podium Phones and Podium Payments Services. This limited warranty gives you specific rights and is personal to you. You may not transfer this warranty to any other entity or person. You may have additional rights under applicable Law, and this limited warranty does not affect such rights.

1.2. **Exclusions.** This Hardware Warranty Policy does not apply to software, third-party hardware, or any hardware purchased through unauthorized resellers or channels.

2. Warranty Coverage

2.1. **Limited Warranty.** Podium warrants that Podium Hardware will conform to published user documentation and will be free from substantial defects in materials and workmanship under normal use for the applicable Warranty Period (as defined below).

2.2. **Warranty Period.** The warranty Period ("Warranty Period") is 12 months from the date of delivery for all eligible Podium Hardware.

2.3. **Coverage Limitations.** This Limited Warranty does not guarantee uninterrupted use or operation of Podium Hardware.

3. What Is and Is Not Covered

3.1. Covered

- Defects in materials or workmanship under normal use.
- Podium Hardware that fails to conform to Podium's published documentation during the Warranty Period.

3.2. Not Covered

- Damage or defects caused by:
 - Abuse, negligence, accident, misuse, loss, theft, abnormal wear-and-tear
 - Improper transportation or installation (not performed by Podium or its authorized representatives)
 - Acts of God (e.g., natural disasters)
 - Unauthorized servicing, upgrading, expansion, disassembly, repair, or modification
 - Use outside of published specifications
 - Use with non-Podium software or hardware
 - Consumables or accessories (e.g., batteries, cables) unless otherwise specified

4. Client Obligations and Proper Use

4.1. **Proper Use.** Clients must use Podium Hardware in accordance with Podium's documentation and specifications.

4.2. **Return of Hardware.** Clients are responsible for returning Podium Hardware in proper packaging and in accordance with Podium's instructions. Clients are responsible for any damage during shipping if not properly packaged.

4.3. **Return of Credited or Promotional Hardware.** If Client received Podium Hardware at no cost or at a reduced cost through the application of credits, promotional offers, or other discounts ("Credited Hardware"), and Client cancels or terminates its Subscription to the applicable Services prior to the later of (a) the expiration of the initial Subscription Term set forth in the applicable Subscription Documentation or (b) twelve (12) months from the date of delivery of the Credited Hardware, Client must return all Credited Hardware

to Podium within thirty (30) days of the effective date of cancellation or termination, in accordance with Section 4.2. If Client fails to return any Credited Hardware within such period, Podium may charge Client the then-current retail price for each unreturned item, and Client authorizes Podium to charge such amount to the payment method on file. For clarity, this Section 4.3 does not apply to cancellations or terminations that occur after Client has satisfied both conditions (a) and (b) above.

5. Warranty Claim Procedures

5.1. Initiating a Claim. To initiate a warranty claim, Clients must contact Podium Support (via email at support@podium.com) to request a Return Material Authorization ("RMA") number. Podium Hardware returns without an RMA may be rejected. You must include your device's MAC address and describe the issue impacting the device.

5.2. Return Process

- Each Podium Hardware item must have its own RMA and be shipped individually.
- Clients must return the Podium Hardware within 30 days of shipment of any advance replacement ("Return Period").
- Podium will provide a return shipping label and instructions.

5.3. Remedies. If a valid claim is made during the Warranty Period, Podium will, at its option:

- Repair the Podium Hardware,
- Replace it with new or refurbished Podium Hardware of equal or greater functionality,
- Or provide a refund or credit for the purchase price.

Any replacement Podium Hardware is warranted for the remainder of the original Warranty Period or 30 days, whichever is longer.

5.4. Non-Covered Returns. If returned Podium Hardware is found to be ineligible (e.g., due to abuse or tampering), Podium may charge for the replacement and shipping.

6. Refund and Replacement Policy

6.1. Refunds

- Except for Terminal Products, which must be returned with 21 days of delivery, Podium Hardware may be returned for a full refund within 90 days of shipment if in original condition, with all packaging, documentation, and accessories.
- Refunds are not available for Podium Hardware purchased via installment or financing plans; refunds in such cases will be processed to the finance partner.

6.2. Advance Replacement

- Podium may provide advance replacement Podium Hardware with free shipping, at its discretion.
- If the original Podium Hardware is not returned within the Return Period, Podium may charge for the replacement.
- In the event that the specific hardware model is no longer available or has reached End-of-Life (EOL), Podium reserves the right, in its sole discretion, to provide a replacement device of like kind and quality, with equal or greater functionality. The replacement may be new, refurbished, or remanufactured.
- Warranty Continuity: Replacement hardware (including upgraded or alternative models) will not trigger a new warranty period. The replacement device inherits only the remaining balance of the original hardware's warranty period or a standard 90-day period, whichever is longer.
- No Precedent for Upgrades: The provision of a newer or higher-tier model as a replacement due to inventory unavailability is a one-time accommodation. It does not entitle the Client to complimentary upgrades for any other existing hardware on their account.

7. Limitation of Liability

7.1. **Exclusive Remedy.** This Hardware Warranty Policy sets forth the sole and exclusive remedy for any breach of warranty regarding Podium Hardware.

7.2. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS HARDWARE WARRANTY POLICY, PODIUM DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7.3. **Limitation of Damages.** IN NO EVENT WILL PODIUM'S LIABILITY EXCEED THE PURCHASE PRICE PAID FOR THE AFFECTED PODIUM HARDWARE. PODIUM WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.

8. Dispute Resolution

8.1. **Mediation.** Any disputes arising under this Hardware Warranty Policy will be resolved in accordance with the dispute resolution procedures set forth in the Podium Terms of Service, including mandatory mediation prior to judicial action.

8.2. **Jurisdiction.** The governing law and venue will be as set forth in the Podium Terms of Service.

8.3. **Australian Consumer Law Notice.** To the extent Podium Hardware comes with guarantees that cannot be excluded under the Australian Consumer Law, you may be entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. "Major Failure" is as defined under applicable Australian Consumer Law.