

**General Terms & Conditions:**

This Terms and Conditions agreement applies and covers ALL Products and Services identified in the sales order or invoice (collectively called “Product(s)” or “product(s)”) provided by Cityscape Enterprises Inc., also referred to as City Digital Media or City Digital or CDM. Product may be provided or supplied by CDM or CDM partners or suppliers. This agreement is applicable to ALL Users or Buyers (herein called “Customer” or “Consumer” or “Buyer” or “Purchaser”) of the Product.

Sales Order and/or Invoice along with this Agreement plus any specific term Agreement (collectively “Sales Agreement” or “Agreement”) shall constitute the sole and entire agreement between Customer and CDM. Any other communication between CDM and Customer related to use or purchase of Product is superseded by the Sales Agreement. No other terms, warranties, or representations, express or implied, by any agent or representative of CDM shall be binding upon CDM. This agreement cannot be modified except by the written agreement of both parties.

This agreement shall be interpreted under and governed by the laws of the Province of BC and the laws of Canada applicable therein. CDM reserves the right to change, discontinue or modify any Product offering at CDM’s sole discretion.

**Acceptance of Terms and Conditions:**

Customer’s acceptance of the Agreement is evidenced by and effective upon Customer placing an order or entering into a purchase or service agreement with CDM.

**Electronic Communication:**

Customer and CDM hereby agree to communicate electronically for any and all purposes such as sale or service contracts, communication notices, for providing estimates, placing purchase order, sharing media files or content files created for customer and advertising. Customer orders placed on CDM or CDM partner website (internal or external) will be fully enforceable contracts under this agreement and for all purposes shall be deemed to be no different than contracts signed in writing and shall be treated to be: business records, in writing, signed and original document when printed from electronic records or files.

Customer and CDM agree not to contest the validity or enforceability of any electronic communications between them under the provisions of any applicable law requiring certain agreements to be in writing or signed by the party to be bound thereby unless such communication is the subject of an action for fraud or intentional misrepresentation. Electronic communications between Customer and CDM may be introduced on paper as evidence in any arbitration, mediation, judicial or administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in documentary form. Customer and CDM will adopt commercially reasonable security measures to limit access to passwords to all CDM and/or CDM Partner hosted websites, servers, on-line media storage or content share locations (collectively called “sites” or “site”) to only those persons authorized by Customer or CDM.

**Software Usage, Support and Media Player Connectivity Policy:**

CDM may provide the Licensee (“Customer”) with software related to management, update or control of digital signs or media related to digital signs. This software shall remain the sole property of CDM and/or its suppliers. CDM may provide Customer with software on a monthly Pay As You Go (also called SaaS – Software As A Service model) model and Customer shall have the right to use the software for specified purpose and specified period. CDM reserves the right to remove software and terminate software access for any account in arrears (delinquent account with missed or overdue payments) and upon non-renewal of monthly license. Customer shall be provided with on-line storage to upload media to the digital signs but this space is not intended to be a media repository or storage site. Customer shall be responsible to save any uploaded media and CDM reserves the right to charge for disk space usage. Customers shall be notified if they have exceeded the allotted storage space quota.

Customer shall not have any rights, claim or title to such software and any copies of such software. Customer shall not make any unauthorized copies in any form of the software provided or use it for purpose for which Customer has not obtained license from CDM.

Customer shall not remove or destroy any copyright, trademark or any notice or mark of any form which is part of the software output, on software documentation and/or on software media. Customer shall not make any attempt to reproduce, reverse engineer, modify, decompile or resell any part of the software.

Customer hereby agrees and acknowledges that Software and any related documentation represents proprietary, confidential and valuable trade secrets of CDM and/or its suppliers. Customer and its employees or anyone with access to Software shall take measures to protect the confidentiality of the software and prevent unauthorized use.

In the event that there are any issues in the software functionality, customer shall provide CDM with details on specific feature functionality which is considered to be not working or working as expected. CDM shall investigate and determine if the issue is a Defect or a Feature Enhancement Request. Defects shall be addressed based on severity of the broken functionality and CDM shall provide customer a timeline on when the software update would be provided. The timeline shall be solely at CDM discretion and no specific targets to provide software upgrade are implied. Feature Enhancement would be any request which is beyond the provided software functionality or is an add-on to existing functionality or customization. CDM shall determine if the Enhancement request can be addressed and provide a timeline. Feature Enhancements which are not part of product feature roadmap may require extra charges and customer shall be provided with an estimate of cost.

Digital Sign Content such as Digital Movies, Images, RSS Feeds, Media Feeds and Web Pages come in many formats but Customer is responsible to convert any such media, website, any other feed and/or content to format supported by CDM software.

Customer shall be provided with basic digital sign installation and technical support for digital sign software functionality, software upgrades as long as the software is licensed. Standard technical support does not cover issues with media formats which are unsupported, media images with properties which do not meet the segment properties, unsupported character sets, any firewall or network connectivity issues. Standard Technical support will be via phone or email during normal business hours. Any support beyond digital sign functionality or outside business hours would be billed on hourly basis.

Software license, installation and technical support are based on one player to one screen model. Any use or operation beyond this model needs to be discussed with CDM for approval and will require modified usage & billing terms.

Hardwire connectivity is recommended for the media player for stable and secure operation. Wireless connectivity is supported but wireless signal strength must be strong and wireless infrastructure should be Business Class with reliable operation, high data throughput and security.

Customer should have IT support available to diagnose any firewall issues which may come up during installation or during normal sign operation and/or software upgrades. Customer should have wireless security keys available during installation.

**Screen Installation:**

Customer assumes full responsibility for operational aspects of screen installation and day-to-day operation. Customer must make sure that screen installation is done as per structural, electrical and any other regulations governing such installations.

**Return Policy:**

Customer can return the Product in 15 days to CDM office. Customer must provide original sales receipts to obtain a merchandise credit or refund. Product must be free of any damage. CDM reserves the right to refuse refund if Product is damaged in any way or any parts or pieces are missing. Returned Product must be in original condition and shipped in original packing material along with any manuals, CDs, cables and all other accessories.

Refund will be based on original purchase price minus restocking fee of 15% and shipping costs incurred by CDM during delivery of the product. Customer is responsible for shipping Product to CDM office. C.O.D. packages will not be accepted.

For any software which is returned, Customer must uninstall all running versions of the software and destroy all copies of the software stored in any electronic form or on any storage media.

There will be NO refund for Services rendered.

**Coverage:**

Limited Warranty (“Warranty”) covers defects in material and workmanship. Limited Warranty is valid from date of purchase for a period of ONE(1) year, only applicable to Product(s) sold as new. Limited Warranty will only apply if the Products are purchased from CDM or an Authorized reseller of CDM Products.

Limited Warranty covers parts and labour if CDM determines that the Product or Product functionality is defected. CDM and/or CDM authorized service provider will make the determination on how to address the defect and on its own sole discretion, may choose any of the following options:

- i. Supply at no charge to the original Customer, new, rebuilt or refurbished replacement parts in exchange for defective parts.
- ii. Replace the Product with new or refurbished product of similar quality.
- iii. Refund the purchase price (all other charge(s) are NOT eligible) of the product minus PRODUCT’S DEPRECIATED VALUE (calculated based on remaining Warranty time) in the event that CDM is unable to replace or repair the product.
- iv. CDM will pay for any approved labour charges to any CDM authorized service provider.

Once the Warranty period has expired, Customer must pay for all parts and labour costs.

Customer is responsible for any and all shipping charges incurred to ship the Product or part(s) to CDM or CDM authorized service provider for diagnosis, repair or replacement.

**Warranty Service:**

Please contact CDM support via email or phone noted at [www.citydigitalmedia.com](http://www.citydigitalmedia.com). Provide your model number, date of purchase and serial number. CDM support team will provide the original Customer with procedure to determine the cause of the problem and service options. Original ownership and Proof of Purchase will be required to obtain Warranty service. Warranty repairs can only be carried out by CDM or CDM authorized service provider. Any service performed without express written consent of CDM WILL NOT be reimbursed by CDM.

Do not ship any product to CDM without prior consent from CDM and only after all necessary documentation is completed to proceed with warranty service.

At CDM’s discretion, repairs may be carried out on-site at original customer’s premises and the Product must be easily accessible for repair by authorized CDM service provider. If the product needs to be shipped to CDM or CDM authorized service provider facilities for repair, Customer must cover all expense to transport the product to repair facility.

After any repairs, replacement part assumes the remaining warranty of the original product and any exchanged part becomes property of CDM.

**Exclusions and Limitations:**

Limited Warranty DOES NOT apply to any Products used for rental or leasing by third party. Please contact the rental or leasing company to determine warranty coverage.

This Warranty covers manufacturing defects in materials and workmanship encountered in the normal commercial use of the Product, and does not cover (a) damage which occurs in shipment, delivery and installation; (b) loss or destruction of data or media resulting from the use or service of this product, whether due to virus issues or otherwise, or any failure to secure all programs and data contained in or affected by the product or to maintain the confidentiality of data stored on the product; (c) damage or failure caused by or attributable to abuse, misuse, failure to follow instructions, improper installation or maintenance, alteration, accident, natural disaster, or excess voltage or current; (d) improper or incorrectly performed repairs by non-authorized service facilities; (e) on-site customer instruction or adjustments; (f) transportation, shipping, delivery, insurance, installation or set-up costs; (g) costs of product removal, transportation or re-installation costs; (h) ordinary wear and tear, cosmetic damage or damage due to acts of nature or accident; (i) modification of any part of the Product. In addition, this Warranty does not cover images "burnt" into the screen. This Warranty applies to the original customer only and does not cover products sold AS IS or WITH ALL FAULTS, or consumables (e.g., fuses, batteries, bulbs etc.), and the Warranty is invalid if the factory-applied serial number has been altered or removed from the Product; (j) applications and uses for which this product was not intended; (k) use of products, equipment, systems, utilities, services, parts, supplies, accessories, applications, installations, repairs, external wiring or connectors not supplied or authorized by CDM; (l) reception or display problems and distortion related to noise, echo, interference or other signal transmission and delivery problems; (m) minor imperfections within design specifications or that do not materially alter functionality. This Warranty is valid only in Canada, and only applies to products purchased and serviced in Canada. All replaced parts and products, and products on which a refund is made, become the property of the Warrantor. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE EXPRESSLY DESCRIBED ABOVE SHALL APPLY. THE WARRANTOR FURTHER DISCLAIMS ALL WARRANTIES AFTER THE EXPRESS WARRANTY PERIOD STATED ABOVE. NO OTHER EXPRESS WARRANTY OR GUARANTY GIVEN BY ANY PERSON, FIRM OR ENTITY WITH RESPECT TO THE PRODUCT SHALL BE BINDING ON THE WARRANTOR. REPAIR, REPLACEMENT, OR REFUND OF THE ORIGINAL PURCHASE PRICE - AT THE WARRANTOR’S SOLE DISCRETION - ARE THE EXCLUSIVE REMEDIES OF THE CONSUMER. THE WARRANTOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE PRODUCT. NOTWITHSTANDING THE FOREGOING, CONSUMER’S RECOVERY SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT SOLD BY CDM.

CDM SHALL NOT BE LIABLE FOR LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE PRODUCT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF CDM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO RECOVERY OF ANY KIND AGAINST CDM SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT SOLD BY CDM AND CAUSING THE ALLEGED DAMAGE.

CDM IS NOT RESPONSIBLE ANY COSTS OF RECOVERING OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH CDM PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT OR CDM SERVERS. CDM

SPECIFICALLY DOES NOT REPRESENT THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA.

WITHOUT LIMITING THE FOREGOING, YOU ASSUME ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO YOU AND YOUR PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THE PRODUCT NOT CAUSED DIRECTLY BY THE NEGLIGENCE OF CDM. THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THIS PRODUCT, IS NON-TRANSFERABLE AND STATES YOUR EXCLUSIVE REMEDY.

THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS DEPENDING ON THE JURISDICTION.

If there is any inconsistency between this version of the Agreement to original purchaser and any other agreement or statement included with or relating to the CDM Products or Services, this Agreement shall govern. If any provision of this Agreement is found to be invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it enforceable and the remainder of the Agreement shall remain valid and enforceable according to its terms.

#### **Product Lease (Rental) Terms:**

Product lease or rental shall be as per CDM Lease Agreement. Consult your CDM sales rep for details.

#### **Content Approval Terms:**

Content creation service shall be covered by the Content Approval Agreement. Consult with your CDM sales rep for details.

Terms are only available as soft copy. Customer is responsible to check with CDM Sales Team to confirm that they have the full and latest copy of the terms.