

## **Refund & Return Policy**

### **1 - ACCEPTANCE, GOVERNING PROVISIONS AND CANCELLATIONS**

No order of any BENSERON INFORMATION TECHNOLOGIES, INC. (hereafter "BENSERON INFORMATION TECHNOLOGIES, INC. ®" or the "Company") equipment or services shall be binding upon BENSERON INFORMATION TECHNOLOGIES, INC. ® its subsidiaries, affiliates, officers, agents, and employees until accepted in writing by an authorized representative of the Company or by shipment or other performance of such order. Any such order shall be subject to this Refund Policy, Sales Terms and Conditions Agreement and other policies reflected on our site. The purchaser agrees to be bound by the terms of this document and all aforementioned.

No order accepted by BENSERON INFORMATION TECHNOLOGIES, INC. ® may be altered or modified by purchaser unless agreed to in writing by an authorized representative of the Company. No such order may be canceled or terminated except upon payment of the Company's loss, damage or expense arising from such cancellation or termination.

No modified or other conditions will be recognized by BENSERON INFORMATION TECHNOLOGIES, INC. ® unless specifically agreed to in writing. Failure of the Company to object to provisions contained in any purchase order or other communication from purchaser (including without limitation, penalty clauses of any kind) shall not be construed as a waiver of these Conditions nor an acceptance of any such provisions.

Any contract for sale and these Conditions shall be governed by and construed in according with the laws of the State of Florida, USA without regard to conflict of law principles. All references to dollars in these conditions of any and all sales shall mean U.S. dollars.

No contracts for services purchased on the website are binding until explicitly accepted by the Company. This can take up to THREE Business days.

### **2 - LIMITATION OF LIABILITY**

Anything to the contrary herein contained notwithstanding, the Company, its contractors and suppliers of any tier shall not be liable in contract, in tort (including negligence or strict liability) or otherwise for any special, indirect, incidental or consequential damages whatsoever. The remedies of the purchaser set forth herein are exclusive where so stated and the total cumulative liability as stated above shall not exceed the price of the product or part on which such liability is based.

### **3 - RETURN POLICY**

All products must be returned in the same condition it was delivered. The product must be accompanied with its original box and all packing materials.

In reference to any Apple product not limited to the iPad, you have 14 calendar days to return an item from the date you received it. There are some items, however, that are ineligible for returns such as opened software and electronic software downloads.

For all other items that are not Apple related, you have 30 calendar days to return an item from the date you received it.

A 30% restocking fee will apply for all refunds.

### **4 - REFUNDS**

Upon receipt of your item under the aforementioned time constraints and conditions, a refund is to be initiated within 15 days. If you cancelled a pickup or delivery and you were billed for it, we will initiate your refund immediately after you submit your cancellation request. The way your refund is processed depends on your original payment method.

### **5 - RETURN OF FAULTY PRODUCT OR EQUIPMENT**

No product or equipment may be returned without first obtaining BENSERON INFORMATION TECHNOLOGIES, INC. ®'s written Return Material Authorization due to faulty product or damaged equipment.

Any and all product or equipment to be returned to the Company is subject to all the terms and conditions of this Refund Policy, Sales Terms and Conditions Agreement and other policies reflected on our site.

### **6 - RETURN OF LEASED/PAYMENT PLAN PRODUCTS**

Stand-alone equipment is provided based on a processing contract with BENSERON INFORMATION TECHNOLOGIES, INC. ®. The purchaser must email [customerservice@lingapos.com](mailto:customerservice@lingapos.com) or call 877-755-4829 at least 5 business days prior to the end of any written agreement period in order to indicate if the purchaser wants to extend their agreement. Any leased equipment must be returned to the Company after a period of inactivity, which is defined as a period of 7 or more business days with no credit card processing activity. Proof of shipping must be given to the Company within 7 business days following a stop in active processing. If proof of shipping is not delivered to the Company within this time period, BENSERON INFORMATION TECHNOLOGIES,

INC. ® reserves the right to charge the lessee full retail value per device in order to recover the cost of any leased equipment. Leased equipment must be returned to the Company in good, working condition. BENSERON INFORMATION TECHNOLOGIES, INC. ® may determine, at their own discretion and to what extent, a piece of equipment can be classified as being in good, working condition. If the Company determines that a returned device is no longer in good, working condition, BENSERON INFORMATION TECHNOLOGIES, INC. ® reserves the right to charge the lessee full retail value for each damaged device. All merchandise and equipment being leased under the Placement Program is the property of BENSERON INFORMATION TECHNOLOGIES, INC. ®. The lessee's monthly Placement Program fee insures the terminal in the event that it is damaged and needs to be replaced.