



Neat®
1601 Market St., Suite 3500
Philadelphia, PA 19103

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7. Limited Hardware Warranty. Machine: Neat® Scanner; Duration: 1 year; Warranty for Machines: The manufacturer warrants that each machine is free from defects in materials and workmanship and conforms to the manufacturer's published specifications. The warranty period for a scanner is a specified, fixed period commencing on its date of purchase, as evidenced by your original or digital sales receipt; Extent of Warranty: The warranty does not cover the repair or exchange of a machine resulting from misuse, accident, modification, unsuitable physical or operating environment, improper maintenance or failure caused by a product for which the manufacturer is not responsible. The warranty is voided by removal or alteration of machine parts or identification labels; Items not covered by the warranty: Host computer operating system, application programs other than Neat, or hardware configurations; Return Policy: The Neat® Scanner can be returned within 30 days with proof of purchase (original or digital receipt) in its original packaging. After 30 days from the original date of purchase, the scanner cannot be returned. The scanner cannot be returned if it is damaged as a result of misuse, accident, modification, unsuitable physical or operating environment, improper maintenance or failure caused by a product for which the manufacturer is not responsible. The return policy is voided by removal or alteration of machine parts or identification labels.

8. Disclaimer of Warranties. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE AND HARDWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK

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ATTACHMENT 1

TERMS AND CONDITIONS OF SALE

Agreement

These Standard Terms and Conditions of Sale of The Neat Company, Inc. ("Neat ") apply to sales of Neat's products and services. A copy of these Standard Terms and Conditions of Sale are available from Neat's website at www.neat.com/our-company/policies. By placing orders by telephone or through our websites, you ("you" or "Customer") accept, without limitation or qualification, these Terms and Conditions of Sale.

Payment Options

A valid credit or debit card is required for purchase. Neat does not accept checks, gift cards or purchase orders as a means of payment. In some instances, Paypal can be used as a means of payment.

You will be charged in full at checkout for the product, any shipping and handling charges that apply to the order, sales tax (if applicable), and any accessories or service plans you selected. If you are dissatisfied with your purchase in any way, you may return the product within 30 days of the date of order for a full refund in accordance with the return policy below.

If you purchase through our direct response television program, three payment options are available for the Try Neat Offer. You can elect to 1) Pay in 30 Days, 2) Pay in 30 days – 4 Payments, or 3) Pay Now. For the Pay in 30 Days options, reference Section A below. For the Pay Now option, reference Section B below.

A. 30 Day Free Trial

Your 30-Day Free Trial period ("Trial Period") begins on the date your order is placed. With the 30-Day Free Trial program, you will only be charged for shipping & handling at the time of purchase. Exact shipping costs will depend on your selected shipping method, which is chosen on the Checkout screen. After the Trial Period, your credit card will be charged in full or in monthly installments, depending on the option you select during checkout.

30 Day Free Trial Payment Options

- Pay in 30 Days. If you selected the "Pay in 30 Days" option, your credit card will be charged the full amount due 30 days after the order date.
- Pay in 30 Days – 4 Payments. If you selected the "Pay in 30 Days – 4 Payments" option, your credit card will be charged in four monthly installments. The first

installment will be charged to your credit card 30 days after the order date. The second, third and fourth installments will be taken every subsequent 30 days.

Explanation of Charges

- i. **Shipping and Handling.** Shipping and handling will be charged at the time of purchase. If you decide to return the product within the 30-Day Trial period, these shipping charges will be refunded to you once the product, with all components, has been received and processed.
- ii. **Accessories.** Accessories, such as the travel case, will be charged in full after the 30-Day Trial period has expired. Accessories will not be split into 4 payments (if you selected the "Pay in 30 Days – 4 Payments" option).
- iii. **NeatCare Customer Service Plans.** NeatCare Customer Service Plans will be charged in full after the 30-Day Trial period has expired. Service Plans will not be split into 4 payments (if you selected the "Pay in 30 Days – 4 Payments" option).
- iv. **Sales Tax.** For Neat hardware product, Sales Tax, where applicable, will be charged in full after the 30-Day Trial period has expired. For NeatCloud monthly subscriptions, Sales Tax, where applicable, will be charged on each monthly payment once the free trial has expired. [Click here for more information on sales tax.](#)
- v. **Credit Card Pre-Authorization.** Credit Card pre-authorization is a process used to validate that the billing address and information you've provided match the information the bank has associated with your card and to verify the availability of funds on your credit card. When you place your order, The Neat Company will pre-authorize your credit card. The pre-authorization amount will vary depending on the product you purchase and the payment option you select (see below). A pre-authorization is NOT a charge and will be removed from your account 2 to 10 business days from the date of purchase. The exact time it takes for the pre-authorization to be removed from your account depends on your individual bank or credit card company's policy. Please contact your bank or credit card company directly for specific details.

Pre-Authorization Amounts

	Pay in 30 Days	Pay in 30 Days – 4 Payments
NeatReceipts	\$50.00	\$50.00
NeatDesk	\$100.00	\$100.00

Past Due Amounts and Late Fees

In the event you fail to make a required payment on the due date, all remaining payments shall immediately become due and owing. In addition, you will be charged a late fee of \$25 per month on any past due amounts owed and, should your account be sent to an outside collection agency, Neat shall, in addition to the \$25 per month fee, be entitled to reimbursement of all costs, expenses and reasonable attorneys' fees incurred in attempting to collect any outstanding amounts owed.

B. Pay Now

If you selected the Pay Now option, you will be charged in full at checkout for the product, shipping and handling, sales tax (if applicable), and any accessories or service plans you selected. You will have 30 days (from the date of order) to evaluate the product. If you are dissatisfied with your purchase in any way, you may return the product for a full refund in accordance with the return policy below.

Returns

The customer must make contact with Neat within 30 days of order to be eligible for a return. If the return is requested within the return window Neat will issue an Electronic Return Label via email. Returns must be shipped back to Neat intact in the original packaging with all original components within 5 business days. If one or more of these conditions are not met, Neat reserves the right to assess a 15% restocking fee, which will be deducted from the refund amount. If the merchandise has been broken or defaced or is returned without authorization, it will be returned to the customer. An order cannot be cancelled once it has shipped and must be returned to us in accordance with our Return Policy.

Refunds

Refunds for authorized returns will be issued to the original credit card used at the time of purchase. The credit will be processed within 5 business days (from the date the return is received). If the credit card used at the time of purchase is expired, lost or deactivated, the refund will be issued via check within 30 days.

If you are on a 4-Payment Plan or Pay in 30 Days Plan and a payment is scheduled to occur prior to the return being processed, the amount due will be charged to your credit card. However, the full amount taken will be refunded when the return is processed (if all conditions specified above are met).

Limited Warranties

Product Warranties

All new Neat hardware products carry a one-year Limited Warranty against defects in materials and workmanship. All refurbished Neat hardware products carry a six-month Limited Warranty against defects in materials and workmanship. You may review a copy of the Limited Warranty on products by going to www.neat.com/warranties.

Neat's warranty does not apply if: (i) the product has not been operated within the environmental, mechanical, electrical, thermal or other operating condition limitations set forth in the applicable documentation; (ii) the product malfunction is the result of misuse, abuse, improper installation or application, accident, or negligence in use, storage, transportation or handling; or (iii) the product has been altered, packaged or otherwise modified or has been combined with other software, hardware or other materials.

The liability of Neat for breaches of the above warranty is solely and exclusively limited to replacement, repair or credit at the purchase price at Neat's sole discretion.

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We do not make any guarantees whatsoever regarding the shipping time, arrival time, delivery time or processing times. Under normal load circumstances, we will digitize and upload the documents we receive within two working days. We do not guarantee this turnaround time as our load may vary due to extraordinary circumstances. We do not assume any liability for damage or loss or any inconvenience from envelopes lost or delayed in shipping. We encourage you to keep copies of any documents that you consider important or send us only photocopies of those documents.

We do not assume responsibility for any damages to documents.

Any documents that were mailed or uploaded by you to us that cannot be processed because of their quality or format may not be accessible to you.

Neat Company Services Use Restrictions

You may not institute, assist, or become involved in any type of attack, including without limitation denial of service attacks, upon the service or otherwise attempt to disrupt the service or any other person's use of the service. Any such attempt is a violation of criminal and civil laws. In the event that you make or assist in such an attempt, we reserve the right to seek damages or criminal prosecution to the maximum extent permitted by law.

You may not attempt to gain unauthorized access to the services, others' accounts whether through hacking, password mining, false key creation, or any other means.

You may not obtain or attempt to mine any information from the services through any means not intentionally made available by us through the Client Application. You may not reverse engineer, decompile or disassemble the services, including any proprietary communications protocol used by the services.

Only we may host Neat services. You may not establish an emulated service environment, regardless of the method used to do so. Such prohibited methods may include, but are not limited to, protocol emulation, reverse engineering, modifying the Client Application, adding components to the Client Application, or using any utility program to host the service in any manner.

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IN NO EVENT SHALL NEAT BE LIABLE TO CUSTOMER, WHETHER AS A RESULT OF BREACH OF CONTRACT, AN EQUITABLE CLAIM, WARRANTY, TORT (INCLUDING NEGLIGENCE), FAILURE OF A REMEDY TO ACCOMPLISH ITS PURPOSE OR OTHERWISE, FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE PRODUCT OR SERVICE, LOSS OF DATA, DAMAGE TO ASSOCIATED EQUIPMENT, REWORK, RECALL COSTS, DOWNTIME OF PLANT OR EQUIPMENT, COST OF SUBSTITUTE EQUIPMENT OR PRODUCTS OR CLAIMS OF CUSTOMER'S CUSTOMERS FOR SUCH DAMAGES.

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Neat's sale of any products is expressly conditioned upon Customer's acceptance of these Terms and Conditions of Sale. Customer's taking delivery of all, or any part, of a product shipment is evidence of such acceptance. Any and all of terms and conditions presented by Customer which are different from or in addition to those contained herein hereby rejected, and of no effect.

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Neat shall be excused from performance, and have no liability from any such non-performance under these Terms and Conditions of Sale, where such non-performance is caused by an event beyond Neat's control, including but not limited to, acts of government, whether in sovereign or contractual capacity, war, civil disturbances, terrorism, material or manufacturing unavailability, labor difficulties or disputes, failure of or delay in delivery by Neat's suppliers or carriers, commercial impracticability (irrespective of foreseeability at time of contracting), shortages of energy, raw materials, labor, or equipment, inadequate yield of product despite Neat's reasonable efforts, accident, fire, flood, storm or other Acts of God.

Customer shall not assign these Terms and Conditions of Sale or any right or interest therein without the prior written consent of Neat. Any assignment in contravention of the foregoing shall be null and void.

These Terms and Conditions of Sale supersede all previous communications, transactions, and understandings, whether oral, or written, and constitute the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification, deletion or waiver of, or addition to these terms shall be binding on Neat unless made in writing and signed by a duly authorized representative of Neat.

These Terms and Conditions of Sale are governed by the laws of the Commonwealth of Pennsylvania, USA, without regard to its choice of law provisions. The courts of general jurisdiction located within Philadelphia, Philadelphia County, USA, will have exclusive jurisdiction over any and all disputes arising out of, relating to or concerning these Terms and Conditions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any sale hereunder. These Terms and Conditions of Sale shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

A ruling by any court that one or more of the provisions contained in these Terms and Conditions of Sale is invalid, illegal or unenforceable in any respect shall not affect any other provision of these Terms and Conditions of Sale so long as the material substance of the transactions contemplated herein is not affected in any manner adverse to any party.

ATTACHMENT 2

PRIVACY POLICY

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- We record additional log data in connection with your use of the Sites, including information from your Device, its software and your activity using the Sites. This may include the browser type on your Device, the web page visited before you came to the Site, information you search for on the Site, locale preferences, identification numbers associated with your Device, your mobile carrier, date and time stamps associated with transactions, system configuration information, and other interactions with the Site.
- Like many websites, we use "cookies" and other persistent identifiers to enhance your experience and gather information about visitors and visits to our Site. Please refer to the "Do we use 'cookies'?" section below for information about cookies and how we use them.

How We Use Your Information?

We may use the information we collect from you when you register, purchase products, respond to a survey or marketing communication, surf this Site, or use certain other Site features in the following ways:

- To bill you and ship you any products or activate any services purchased on this Site.
- To personalize your Site experience and to allow us to deliver the type of content and product offerings in which you are most interested.
- To allow us to better service you in responding to your customer service requests.
- To quickly process your transactions.
- To offer you products, services, software updates and promotions that we believe may be of interest to you.
- To administer a promotion, survey or other Site feature.
- To administer your use of the Site.

We also collect some information (ourselves or using third party services) using logging and cookies, such as IP addresses, which can sometimes be correlated with personal information. We use this information for the above purposes and to monitor and analyze use of the Site, for the Site's technical administration, to increase our Site's functionality and user-friendliness, and to verify users have the authorization needed for the Site to process their requests. We do not use Customer Content for any of these purposes other than as necessary to administer and develop the Site or our storage of that Customer Content.

Information Sharing and Disclosure

We will not sell your personally identifiable information to third parties. If you have opted in to receive marketing communication from us or participate in our customer advisory board, we may share information with third parties so that they can contact you. If you wish not to receive marketing communication that may be of interest to you and/or participate in customer feedback programs, you can change your email preferences by opting out of communication by visiting our email preferences settings at: <http://www.neat.com/our-company/policies/email-preferences>

We may release your information and materials you post on your account, including Customer Content, when we believe release is appropriate to comply with the law, respond to subpoenas, legal document requests or court orders, enforce our Site policies, protect ours or others' rights, property, or safety, or prevent fraud or abuse of the Site or its users. If we provide your information or materials to a law enforcement agency as set forth above, we will remove Neat's encryption from the materials before providing them to law enforcement. However, we will not be able to decrypt any materials that you encrypted prior to storing them on the Site.

We will display your personal information in your profile page and elsewhere on the Site according to the preferences you set in your account. Any information you choose to provide should reflect how much you want others to know about you. Please consider carefully what information you disclose in your profile page and your desired level of anonymity. You can review and revise your profile information at any time. We may also share or disclose your information with your consent, for example if you use a third party application to access your account. We are not responsible for what such third party applications do with your information, so you should make sure you trust the application and that it has a privacy policy acceptable to you. Any Customer Content you choose to share, including emailing items and sharing folders, is at your own discretion. You alone are responsible for Customer Content you wish to share with others and you should only share your information with third parties that you know and trust. We may contract with third-party service providers to assist us in better understanding our Site visitors. Such third-parties may assist us with data storage, maintenance services, database management, web analytics, payment process and other improvements of the Site's features. These service providers may have access to your information but are not permitted to use such information except for purposes of performing these tasks on our behalf.

If we are involved in a merger, acquisition, or sale of all or a portion of our assets, your information or materials may be transferred as part of that transaction, but we will notify you (for example, via email and/or a prominent notice on our website) of any change in control or use of your personal information or materials, or if either become subject to a different Privacy Policy. We will also notify you of choices you may have regarding the information.

In addition, we may disclose your non-private, aggregated, or otherwise non-personal information, such as usage statistics of the Sites.

Correction/Updating Personal Information

You can correct or update your personally identifiable information by changing your account settings or by contacting us by electronic-mail at customerservice@neat.com. In some cases we may retain copies of your information if required by law. For questions about your Personal

Information on our Service, please contact privacy@neat.com. We will respond to your inquiry within 30 days.

Cookies

We use "cookies" and other persistent identifiers to enhance your experience and gather information about visitors and visits to our Site. Cookies are small files that a site or its service provider transfers to your Device's hard drive through your Web browser (if you allow) that enables this Site's or service provider's systems to recognize your browser and capture and remember certain information. For instance, we use cookies and other persistent identifiers to help us remember and process the items in your shopping cart. They are also used to help us understand your preferences based on previous or current Site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. Cookies may also be used to save your registration ID and login password for future logins to the Site.

Depending on your Device and software, you may be able to choose to have your computer warn you each time a cookie is being sent, or you may be able to choose to turn off all cookies. You do this through your browser (like Mozilla Firefox or Internet Explorer) settings. Each browser is a little different, so look at your browser help menu to learn the correct way to modify your cookies. If you turn cookies off, you won't have access to many features that make your Site experience more efficient and some of our services will not function properly using this information for shipping, we primarily use your personal information such as geographic locality and date/time purchased to analyze the buying habits of our customers and recognize marketing trends.

Data Retention

We will retain your information for as long as your account is active or as needed to provide you services. We may retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. Consistent with these requirements, we will try to delete your information quickly upon request. Please note, however, that there might be latency in deleting information from our servers and backed-up versions might exist after deletion. In addition, we do not delete from our servers files or materials that you have in common with other users.

Neat Community

Our services offer publicly accessible community services such as blogs, forums, and wikis. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them. Your posts may remain even after you cancel your account.

Safeguarding Your Personal Information

Neat follows generally accepted standards to safeguard and help prevent unauthorized access to your data, maintain data security and correctly use personal information. This includes Secure Socket Layer encryption of all data in transmission and a 256-bit encryption of scanned or other images in storage (or "at rest"). The 256-bit Advanced Encryption Standard (AES-256) is one of the strongest block ciphers available and is the same encryption standard banks use to secure customer data. However, no commercial method of information transfer over the Internet or electronic data storage is known to be 100% secure. As a result, we cannot guarantee the absolute security of that information during its transmission or its storage in our systems. Accordingly, the standard metadata fields available in Neat products do not include sensitive personal information such as social security number or bank account information. Neat recommends that users should not create such metadata fields or store in metadata any

information the disclosure of which would cause harm to you. If you have any questions about security on our website, you can view our Security Policy or contact us at security@neat.com.

Privacy and Third-Party Links

This Privacy Policy applies solely to information collected by our Sites. In an attempt to provide you with increased value, we may include third party links on our Site. These linked sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our Site and welcome any feedback about these linked sites (including if a specific link does not work).

Online Policy Only

This Privacy Policy applies only to information collected through our Site or in the other ways described herein and not to information collected offline.

Our Policy Towards Children

Our Products and Services are not directed to persons under 13. We do not knowingly collect personally identifiable information from children under 13. If a parent or guardian becomes aware that his or her child has provided us with personal information without their consent, he or she should contact us at privacy@neat.com. If we become aware that a child under 13 has provided us with personal information, we will take steps to delete such information from our files.

Contacting Us

If you have any questions about this Privacy Policy, please contact us at privacy@neat.com or at 1601 Market Street, Suite 3500, Philadelphia, PA 19103.

Changes to Our Privacy Policy

This Privacy Policy may change from time to time. If we make a change to this privacy policy that we believe materially reduces your rights, we will provide you with notice (for example, by email). And we may provide notice of changes in other circumstances as well. By continuing to use the Site after those changes become effective, you agree to be bound by the revised Privacy Policy.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide personal information in obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2012 will receive information regarding 2011 sharing activities).

To obtain this information from Neat Company please send an email message to privacy@neat.com with "Request for California Privacy Information" on the subject line and in the body of your message. We will provide the requested information to you at your e-mail address in response. Not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.