

DigiCare Appliance Policy

- 1.0 As part of the Services Digica offers, Digica may install a DigiCare Appliance (“Appliance”) on a Customer’s premises and plug the Appliance into Customer’s network. The Appliance remains our property and Customer agrees that:
 - 1.1 Customer will take reasonable care with the Appliance;
 - 1.2 Customer may not sell, lease, mortgage, transfer, assign or encumber the Appliance;
 - 1.3 Customer may not re-locate the Appliance without our knowledge and permission; and
 - 1.4 Customer will return the Appliance to Digica upon termination of the Services to which the Appliance is related.
- 2.0 If the Appliance is lost, stolen or damaged or sold, leased, mortgaged, transferred, assigned, encumbered or not returned, Customer agrees to immediately notify Digica and pay Digica the undiscounted retail value of the Appliance, together with any costs incurred by Digica in seeking possession of the Appliance.
- 3.0 Customer authorizes Digica and Digica’s representatives to enter or have access to Customer’s premises as necessary at mutually agreed upon times to install, maintain, inspect, repair or remove the Appliance.
- 4.0 Customer is responsible for preparation and maintenance of the site for installation of the Appliance, including, but not limited to, providing necessary electrical power and communication lines and proper air conditioning and humidity control.
- 5.0 Customer acknowledges and understands that the Digica Services or access to the Services may not function correctly, or at all, in the following circumstances:
 - 5.1 if the Appliance fails or is not configured correctly;
 - 5.2 in the event of a network outage or extended power failure; or
 - 5.3 if Customer tampers with or, in some cases, moves the Appliance.