

## MANAGED AUTHENTICATION SERVICE – END USER SCHEDULES

### SCHEDULE A

#### SPECIFICATION OF DELIVERABLES AND SERVICES

##### 1. **SCOPE**

- 1.1 Deliverables and Services are limited to those relating to products for which there is an agreed term sheet between the Parties. These term sheets must be appended to this contract. At the point of signing this contract, the Parties have agreed the CRYPTO-MAS term sheet shown in Schedule C.
- 1.2 All Specifications are subject to the following: CRYPTOCARD provides all drawings, photographs, illustrations, dimensions, weights and other technical information and particulars of the Products and any sample books in the belief that they are as accurate as reasonably possible but are not to be treated as binding or as forming part of the Contract.

##### 2. **SPECIFICATION OF DELIVERABLES**

- 2.1 Hardware Devices and Software Devices will generate One Time Passwords (“**OTPs**”) in accordance with their settings. In addition:
  - KT series Hardware Devices, including KT-4 and KT-5, are small, handheld devices with a single button and a display screen for the OTP
  - RB series Hardware Devices, including RB-1, are calculator-style handheld devices with a number keypad and a display screen. They can be configured so that the OTP is only displayed after PIN entry
  - All Software Devices generate OTPs through an application running on host (Customer-owned) hardware
  - SC series Hardware Devices, including SC-1 and SC-3, run a Software Device upon connection to a computer
  - SMS tokens send unique OTPs to End User mobile phones
- 2.2 “**Software Agents**” allow communication between the Authentication Node and the MAS Authentication Service

##### 3. **SPECIFICATION OF SERVICES**

- 3.1 CRYPTO-MAS is an online authentication service that will work according to the definitions in Schedule C.
- 3.2 MAP is a web-based management tool for CRYPTO-MAS that work according to the definitions in Schedule C
- 3.3 “**Support Services**” are technical support and material return services provided by CRYPTOCARD to the Reseller.
- 3.4 CRYPTOCARD may provide various bespoke professional services or software development services as agreed between the Parties on a case-by-case basis.

### SCHEDULE B – NOT USED

## SCHEDULE C

### CRYPTO-MAS TERM SHEET

#### 1. **DEFINITIONS FOR THE CRYPTO-MAS SERVICE**

- 1.1 "Administrator" means any person the Reseller or Customer designates to use MAP to provision and support the End Users and Devices purchased by the Reseller or Customer;
- 1.2 "A-PoP" means "Authentication Point of Presence" - the designated part of the CRYPTOCARD network that communicates with the Customer's Authentication Node;
- 1.3 "Authentication Node" means the Customer (or Reseller) equipment or application that is configured to receive access requests from End Users and to forward same to CRYPTO-MAS for verification;
- 1.4 "Authentication Service" means an internet based service that validates the credentials of End Users passed to it by the Authentication Node;
- 1.5 "CRYPTO-MAS" is CRYPTOCARD's "**Managed Authentication Service**" and means the Authentication Service, the MAP and related deliverables and other services;
- 1.6 "Initial Order" is as defined in this Schedule, Section 8.2.1;
- 1.7 "Initial Term" is as defined in this Schedule, Section 8.2.1;
- 1.8 "MAP" means the "**CRYPTO-MAS Administration Portal**". MAP is an Internet portal that allows the Administrator, through a web browser, to perform administrative functions including, but not limited to, assigning and de-assigning Devices;
- 1.9 "Schedule Start Date" means the start date of a Service Unit. For the Initial Order this is as defined in this Schedule and for any Supplemental Orders this is as per the relevant Supplemental Order;
- 1.10 "Service Levels" means the standards for CRYPTOCARD's performance of the Services as set out in Sections 2, 3, 4 and 10 of this Schedule;
- 1.11 "Service Unit" is a component of the Service that has an associated Service Fee. For example, each active Device assigned to a Customer is a Service Unit where the Customer pays a fee;
- 1.12 "Supplemental Order" is as defined in this Schedule, Section 8.3;

#### 2. **SERVICE LEVELS FOR THE AUTHENTICATION SERVICE**

- 2.1 The Authentication Service will be regarded as "Available" if it is accessible and usable by the Customer's End Users.
- 2.2 CRYPTOCARD will ensure that the Authentication Service will be Available for not less than 99.999% of the time, such percentage to be calculated as follows:

$$\frac{\text{Service Cover Time} - \text{Total Unavailability}}{\text{Service Cover Time}} \times 100$$

where "Service Cover Time" means the number of minutes in a calendar year, and "Total Unavailability" means, subject to Sections 2.4 and 2.5, the total time in minutes (rounded up to the nearest integer) during which the Authentication Service is not Available during the previous 12 months or since the Schedule Start Date, whichever period is shorter.

- 2.3 In the event of the complete failure of an A-PoP, CRYPTOCARD may request the Reseller or Customer (as applicable) redirect their Authentication Node to an alternate location to restore service. CRYPTOCARD agrees that this transfer can be done within the Availability service level set out under Section 2.2, but as the Customer mobilization time is outside of CRYPTOCARD's control, measurement of downtime duration will end when CRYPTOCARD informs the Reseller or Customer of the redirect details. In this instance, CRYPTOCARD will inform the Reseller or Customer by e-mail or telephone, irrespective of Section 13.16 of the Main Contract. Reseller and Customer accept that CRYPTOCARD may inform them in advance of the details of alternate A-PoPs. If use of one of these restores service, no downtime duration will have occurred.
- 2.4 CRYPTOCARD is not liable for any failure to provide the Authentication Service or Deliverables in accordance with this Agreement to the extent that the failure by CRYPTOCARD arises due to:
  - 2.4.1 scheduled downtime for maintenance and upgrade purposes up to a maximum of 2 hours in any Calendar year. CRYPTOCARD will use reasonable efforts to ensure it performs any scheduled maintenance at times convenient to its overall customer base and will provide at least 5 working days' prior written notice of scheduled downtime;
  - 2.4.2 any failure, other act or omission by the Reseller in breach of its obligations under this Agreement;
  - 2.4.3 any other unlawful or illegal act or omission of the Reseller or Customer that prevents CRYPTOCARD from providing CRYPTO-MAS;
  - 2.4.4 A Force Majeure event (as set out in Section 13.21 of the main Agreement) including general Internet connectivity (excluding faults on CRYPTOCARD's Internet connection)
  - 2.4.5 CRYPTOCARD acting in accordance with Section 7.1 of this schedule
  - 2.4.6 failed Customer authentication requests due to faults in Customer or Reseller owned/managed networks/equipment; or

- 2.4.7 any failure by an End User to comply with the End User Rules for use of Devices and the Services.
- 2.4.8 Customer Authentication Node only being configured to liaise with a single A-PoP
- 2.5 Notwithstanding the above, CRYPTOCARD will use reasonable efforts to ensure that:
  - 2.5.1 All of its A-PoPs have sufficient capacity to service authentication requests on a 24x7x365 basis;
  - 2.5.2 All authentication requests are serviced as quickly as possible and in any case within a period of not longer than 10 seconds.
- 2.6 If one or more of the availability or performance levels set out in Section 2.2 is breached, Reseller may claim a credit allowance of the equivalent of one week's Service (irrespective of the number of users affected) for every day or part thereof the Service is not Available beyond the allowable limit subject to the following terms:
  - 2.6.1 the credit allowance may be used only as a credit against charges for further Services to be provided by CRYPTOCARD. Reseller may not redeem the credit for money or in exchange for anything else. Any unused credit allowance will be lost on termination or expiry of the Agreement;
  - 2.6.2 a credit allowance will only be made available to Reseller where Reseller notifies CRYPTOCARD of its entitlement within 30 days of the entitlement arising;
  - 2.6.3 credit allowances will in any event only apply in relation to Authentication Nodes and End Users actually affected by the relevant Authentication Service outage; and
  - 2.6.4 credit allowances will only apply where there are three or more service outages in any calendar month, or any service outage lasts for longer than three minutes

3. **MAP SERVICE LEVELS**

- 3.1 CRYPTOCARD shall provide the MAP
- 3.2 CRYPTOCARD will ensure that in each calendar month the MAP is accessible by the Reseller and Customers for not less than 99.99% of the time, such percentage to be calculated as follows:

$$\frac{\text{MAP Cover Time} - \text{Total Unavailability}}{\text{MAP Cover Time}} \times 100$$

"MAP Cover Time" means the total number of minutes in a calendar year. 'Total Unavailability' means, subject to Sections 3.3 and 3.4, the total time in minutes (rounded up to the nearest whole integer) which the MAP is not accessible by the Administrators during the previous 12 months or since the Schedule Start Date, whichever period is shorter.

- 3.3 There may be circumstances where CRYPTOCARD needs to change the URL of the MAP at short notice in order to try to ensure continuity of the Service. In this case, CRYPTOCARD agrees that this transfer can be done within the Availability service level set out under Section 3.2, but because the Customer mobilization time is outside of CRYPTOCARD's control, measurement of downtime duration will end when CRYPTOCARD informs the Reseller or Customer of the new URL. In this instance, CRYPTOCARD will inform the Reseller or Customer (as appropriate) by e-mail or telephone, irrespective of Section 13.16 of the main Contract.
- 3.4 CRYPTOCARD is not liable for any failure to provide MAP availability if the failure by CRYPTOCARD arose due to:
  - 3.4.1 scheduled downtime for maintenance and upgrade purposes up to an aggregate of 12 hours (with no single incident longer than 2 hours) in any calendar year. CRYPTOCARD will make reasonable efforts to ensure downtime is kept to a minimum and is performed at times convenient to its overall customer base. CRYPTOCARD shall provide at least 5 working days' prior written notice of scheduled downtime;
  - 3.4.2 a Force Majeure event (as set out in Section 13.21 of the main Agreement) including general Internet connectivity (excluding faults on CRYPTOCARD's Internet connection)
  - 3.4.3 CRYPTOCARD acting in accordance with Section 7.1 of this schedule
  - 3.4.4 any fault in Reseller or Customer owned/managed networks/equipment
  - 3.4.5 any failure by Reseller to fulfil its obligations under the Agreement;
  - 3.4.6 any other act or omission of Reseller or Customer that is in breach of the relevant Agreement or any other unlawful or illegal act or omission of the Reseller or Customer; or
  - 3.4.7 any act or omission of Reseller, Customer or an End User other than normal use of the Service in accordance with the Service Agreement and User Guide. This will include any failure by an End User to comply with the End User Rules for use of Devices and the Services.
- 3.5 Notwithstanding the above, CRYPTOCARD will use reasonable efforts to ensure that:
  - 3.5.1 MAP is available on a 24x7x365 basis;
  - 3.5.2 in the event of any degradation or interruption of MAP, it is restored to normal operation as soon as possible.
- 3.6 If the Service Level set out in Section 3.2 is breached in any given year, Reseller may claim a credit allowance of the equivalent of one week's Service for every day or part thereof the MAP is not accessible by Administrators beyond the allowable limit set out in Section 3.2 subject to the following terms:

- 3.6.1 the Reseller may use the credit allowance only against additional Service from CRYPTOCARD. The Reseller may not redeem the credit for money or in exchange for anything else. Any unused credit allowance will be lost on termination or expiry of the Agreement;
- 3.6.2 a credit allowance will only be made available to Reseller where Reseller notifies CRYPTOCARD of its entitlement within 30 days of the entitlement arising;
- 3.6.3 credit allowances will in any event only apply in relation to Authentication Nodes and End Users actually affected by the relevant Service outage;
- 3.6.4 credit allowances will only apply where there are three or more service outages in any calendar month, or any service outage lasts for longer than five minutes
- 3.7 CRYPTOCARD may change the URL of the MAP and will notify Reseller of any replacement URL. Except where CRYPTOCARD changes URL at short notice in order to try to ensure continuity of the Service or compliance with Service Levels (as per Section 3.3), CRYPTOCARD will give the Reseller not less than 7 days notice of the change of URL. CRYPTOCARD will in any case use its reasonable efforts to provide as much notice to Reseller, Customers and End Users as possible of any change of URL. To ease transition, CRYPTOCARD will ensure, whenever possible, there is an overlap period of up to 7 days during which time both URLs work.
4. **OTHER SERVICES:**
- 4.1 **Provisioning Service:** CRYPTOCARD will 'initialise' all tokens for use on CRYPTO-MAS. CRYPTOCARD will deliver Devices to the Reseller at the single Token Delivery address outlined on the relevant purchase order. Reseller will distribute tokens to Customers or End Users as appropriate.
- 4.2 **Initial Set-up:** CRYPTOCARD will provide reasonable assistance to Reseller and Customer in the set up of Authentication Nodes, including adding the Authentication Node details into MAP.
5. **NOT USED**
6. **RESELLER MAS RESPONSIBILITIES**
- 6.1 Reseller will take responsibility for:
- setting up all Customers on MAP;
  - configuring the Authentication Node(s) to allow them to communicate with the A-PoP. Reseller is responsible for ensuring configuration of the Authentication Node(s) to support both primary and secondary A-PoPs;
  - ensuring each Customer designates qualified Administrator(s) to provide technical support to their End Users and ensure that End Users communicate with them for all support;
  - deploying Devices in an efficient manner;
  - ensuring Reseller staff provide CRYPTOCARD with the co-operation required for the delivery, maintenance and support of MAS.
- 6.2 Reseller will provide CRYPTOCARD with current and valid Company information for each Customer in advance of the Scheduled Start Date and keep such data current. Such data includes but is not limited to: (i) Authentication ID; (ii) Company Name; (iii) Company address; (iv) name, email address, and telephone number of Customer Administrator(s); (v) name, email address, telephone number and (if available) fax number of Billing Contact; and (vi) name, email address, and telephone number of Customer Support Contact.
- 6.3 Reseller will use all reasonable efforts to ensure that each Customer will not itself and will use its reasonable efforts to ensure that each of its End Users will not: (i) mistreat, damage or open any Device or try to reverse-engineer, decompile, disassemble, translate, copy or otherwise alter the Device or any of its technology or components; (ii) make or use any copies of any Devices.
- 6.4 Reseller shall use all reasonable efforts to ensure that the right to use MAS is limited to Administrators and End Users and that:
- Reseller will ensure Customers use reasonable efforts to ensure that the Secure Items that allow Administrators to access the MAP and perform his/her administrative tasks are kept secure and confidential;
  - Reseller will make reasonable efforts to ensure that each End User receives and complies with an "End User Rules of Use" for use of Devices and MAS, that shall contain terms and conditions as least as restrictive as those set forth in Schedule H. CRYPTOCARD reserves the right to update this document from time to time.
  - Reseller and Customers comply with any security procedures reasonably required by CRYPTOCARD.
- 6.5 Software commitments:
- 6.5.1 Reseller agrees to comply with the terms of the Software Licence and to use its reasonable efforts to ensure that all Customers and End Users comply with all such licence terms.
- 6.5.2 Where CRYPTOCARD supplies updates to Software, Reseller agrees to install all such updates in accordance with the reasonable instructions of CRYPTOCARD as soon as reasonably practicable after receiving them and to use its reasonable efforts to ensure that all Customers also do so.
- 6.5.3 Reseller will ensure within its contract with Customers that Customer has no claim against Reseller or CRYPTOCARD should it not install software updates within Section 6.5.2.
- 6.6 Reseller shall use all reasonable efforts to ensure that MAS is not used:

- other than in accordance with this Agreement or with any reasonable instructions given by CRYPTOCARD in relation to MAS or its operation, delivery or use and ensure that Customers and End Users follow such instructions;
  - for any unlawful or illegal purpose or in any illegal or unlawful manner;
  - in breach of any licence, instruction, guideline or code of practice issued by a regulatory authority with which Reseller, Customer or CRYPTOCARD is legally required to comply in relation to the provision of MAS, as informed to Reseller by CRYPTOCARD from time to time.
- 6.7 Reseller agrees to ensure that its customers are offered the MAS product without material differences to the capabilities of the product as defined on CRYPTOCARD's website or the Service Levels contained herein.
7. **USE OF MAS**
- 7.1 CRYPTOCARD may at any time suspend the right of Reseller, Customer, Administrator or End User to access or use MAS, or the operation of a particular Device or Authentication Node; provided that:
- 7.1.1 CRYPTOCARD (on reasonable grounds) believes that this action is necessary to maintain the security or integrity of MAS or to prevent its misuse by any person; and
- 7.1.2 CRYPTOCARD notifies Reseller or Customer promptly of any such suspension and reinstates such access immediately and free of charge once it can reasonably be determined that there is no longer any threat to the security or integrity of MAS.
- 7.2 Where the MAP is accessed using any Secure Items of any Administrator in accordance with the correct procedure for such access, then CRYPTOCARD:
- shall be entitled to treat any order, request or change made as if carried out by the Administrator and as if fully authorised by the Customer; and
  - shall not be liable for any such order, request or change that has been made or carried out by any unauthorised person unless and until the Customer has notified CRYPTOCARD by disabling the access permissions of the unauthorised user.
- 7.3 Where Reseller is paying monthly fees for hardware tokens, the following terms apply:
- Reseller is paying to rent tokens from CRYPTOCARD - tokens remain the property of CRYPTOCARD at all times
  - The time limits on the hardware warranties outlined in Schedule G do not apply to these tokens.

8. **NOT USED**

9. **CONTRACT RENEWALS**

- 9.1 CRYPTOCARD reserves the right to discuss directly with any Customer who has not renewed their CRYPTO-MAS invoice at the point of renewal, unless Reseller has, in advance, provided an explanation accepted by CRYPTOCARD.
- 9.2 CRYPTOCARD will expediently disconnect Customer's CRYPTO-MAS service upon request of Reseller at any time.
- 9.3 Customer's CRYPTO-MAS service will be disconnected by CRYPTOCARD 15 days after the relevant service renewal date if neither one of the following two events occur:
- CRYPTOCARD receives a Purchase Order relating to the renewal 15 days before the service renewal date
  - CRYPTOCARD receives payment for the renewal within 5 days after the service renewal date.

10. **CRYPTOCARD TECHNICAL SUPPORT**

- 10.1 CRYPTOCARD will provide the following phone and email technical support to Reseller on the following contact details:
- 10.1.1 Expedient response to Buyer via phone, web or email requests
- 10.1.2 Scheduled support is provided during office hours, five days per week. Response time will be under 4 hours no less than 95% of the time.
- 10.1.3 e-mail technical support is available at any time on support@cryptocard.com

	<b>Monday – Friday, except UK Bank Holidays and Canadian (Ontario) Statutory Holidays</b>		<b>All other times</b>
GMT / British Summer Time	<b>9:00am to 1:30pm</b>	<b>1:30pm to 10:00pm</b>	
Telephone	UK: +44 870-7077-700	NA: 1-800-307-7042 Int'l: 1-613-599-2441	For major loss of service only: +1-614-783-7212

**SCHEDULES D,E,F AND G – NOT USED**

## SCHEDULE H

### END USER RULES OF USE

These Rules of Use apply to your use of the enclosed CRYPTOCARD token, card or other device (*your Device*) and your secret Personal Identification Number (*your PIN*).

You should use your Device and your PIN to identify yourself to any systems or service secured by CRYPTOCARD in accordance with these Rules, the guidelines in the accompanying User Welcome Guide and which may be communicated to you from time to time by CRYPTOCARD, and any written agreements between yourself and your organisation and your organisation and CRYPTOCARD.

It is important that you take proper care of your Device, keep it safe and secure at all times and guard against loss, damage and theft.

Your PIN must remain secret to you at all times. **No other person ever needs to know this PIN and you should not disclose it to anyone.** This includes your colleagues and systems administrators at your company and personnel who are, or claim to be representatives of CRYPTOCARD or a Partner of CRYPTOCARD. You should be extremely suspicious of **anyone** who ever tells you at they need to know your PIN, and you should report any such incident to your CRYPTOCARD Administrator immediately.

The privacy of your Device and the confidentiality of your PIN are crucial to the verification of your on-line identity and the security of your information and the networked system(s) that may be accessed using your identity.

If your Device is lost, damaged or stolen, or if you believe that the confidentiality of your secret PIN has been compromised in any way, you should report these incidents *immediately* to your CRYPTOCARD Administrator. Upon receiving the notice, the CRYPTOCARD Administrator will then disable your Device or allow you to change your PIN, to ensure that no third party may misuse them.

If you do not report these incidents immediately, there is the risk that someone else may steal your on-line identity. Any activities they carry out using your identity will compromise the security and integrity of your information and systems. You may be held legally responsible for activities that are perpetrated using your identity.

You must not give away, sell, rent or lend your Device even to someone you believe to be an authorised user of the system.

You must not mistreat, damage or open your Device or try to reverse-engineer, decompile, disassemble, translate, copy, and alter the Device (or any of its components).

If you lose or break your Device you may be charged a replacement fee by the organisation that supplied your Service.

Should your account be terminated, for any reason, or if you have no further need to use the system, you must contact your Administrator immediately to disable your Device and then follow instructions from your Administrator to have it safely returned.

## SCHEDULE I

### CRYPTOCARD SOFTWARE LICENCE

This legal document is an agreement between CRYPTOCARD and you, the end user. By installing this software you are agreeing to be bound by the terms and conditions of this License Agreement and Limited Warranty.

CRYPTOCARD does NOT sell any rights in its computer software, but grants a right to use the software by means of a license.

You agree that they form the entire agreement between the Parties and that no oral or written information or advice given by CRYPTOCARD or any person shall amend them nor form the basis of an agreement to increase CRYPTOCARD's liability in any manner whatsoever.

#### SOFTWARE LICENSE

1. GRANT: In consideration of payment by you of the license fee and subject to the terms and conditions of this License Agreement and Limited Warranty, CRYPTOCARD grants to you a non-exclusive, non-transferable right to use the enclosed copy of a CRYPTOCARD software program (the "SOFTWARE") and the enclosed written materials (the "DOCUMENTATION") as follows:
  - (a) The SOFTWARE may be used on a single computer at a single location for so long as this License Agreement is in effect.
  - (b) The DOCUMENTATION may be used by persons who use the SOFTWARE in accordance with the terms and conditions of this License Agreement, and solely for the purposes of obtaining information about the functions of the SOFTWARE, the specific ways in which the SOFTWARE operates and the procedures to follow to resolve problems with the SOFTWARE.
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3. USE RESTRICTIONS: As the LICENSEE, you may physically transfer the SOFTWARE from one computer to another provided that the SOFTWARE is used on only one computer at a time. You may not distribute copies of the SOFTWARE or the DOCUMENTATION to others. You may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the SOFTWARE or the DOCUMENTATION, except to the extent permitted by law.
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5. TERMINATION: CRYPTOCARD may terminate This License Agreement upon written notice to you if you fail to comply with any provision of this License Agreement. Upon termination, you shall destroy all copies of the SOFTWARE and the DOCUMENTATION.

#### LIMITED WARRANTY

The Software and all accompanying written materials are provided 'AS IS' without warranty or condition of any kind, express or implied, including but not limited to implied warranties or conditions of merchantability or fitness for a particular purpose and those arising by statute or otherwise in law or from a usage in the trade. The entire risk as to results and performance of the SOFTWARE is with you. Should the SOFTWARE or accompanying materials prove defective in any way, you (and not CRYPTOCARD nor its dealers, Resellers or employees) assume the entire cost of all necessary servicing, repair or correction. CRYPTOCARD does not warrant, guarantee or represent that the functions contained in the SOFTWARE will meet your requirements or that the installation or operation of the SOFTWARE will be uninterrupted or error free.

CRYPTOCARD warrants to their original LICENSEE that, if application, the disk(s) on which the SOFTWARE is recorded and written materials are free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of purchase. CRYPTOCARD's entire liability shall be to replace the defective disk(s) and/or written materials when returned postage prepaid to CRYPTOCARD or an authorised CRYPTOCARD dealer, with proof of purchase.