

6.2 WARRANTY

500-55S6-01

Stern Pinball machines are assembled in Elk Grove Village, Illinois, USA; each pinball machine has unique characteristics that make it a one-of-a-kind American-made product. Each machine will have variations in appearance resulting from differences in the machine's particular wood parts, individual silk screened art and mechanical assemblies. Stern Pinball has inspected each game element to insure it meets stringent quality and playability standards.

STERN PINBALL INC LIMITED WARRANTY

Stern Pinball Inc ("SELLER") warrants only to the initial purchaser of its products that the items listed below are free from defects in material and workmanship under normal use and service for the warranty period specified:

- Printed circuit boards (game logic): 2 months
- Dot Matrix / LCD Display: 9 months

No other parts of seller's product are warranted.

Warranty periods are effective from the initial date of shipment from seller to its authorized distributors.

Seller's sole liability shall be, at its option, to repair or replace products which are returned to seller during the warranty periods specified, provided:

1. Seller is notified promptly upon discovery by purchaser that stated products are defective.
2. Such products are properly packaged and then returned freight prepaid, to seller's plant.

This warranty does not apply to any parts damaged during shipment and/or due to improper handling, or due to improper installation or usage, or alteration. In no event shall the seller be liable for any anticipated profits, loss of profits, loss of use, accidental or consequential damages, or any other losses incurred by the customer in connection with the purchase of a Stern Pinball Inc Product.

WARRANTY DISCLAIMER

Except as specifically provided in a written contract between seller and purchaser, there are no other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

This Game Service Manual and all other documents relating to this product, playfield components, features, rules, programming, and operation are subject to change without notice (Service Bulletins, if applicable, available through official Stern Pinball website).

ATTENTION! IMPORTANT WARRANTY INFORMATION

The electronics system, node network architecture, mechanical devices and associated software control systems in this pinball machine are designed to work with genuine Stern Pinball accessories and devices.

Installation of non-authorized accessories, lamps, LED's, motors or other devices or modification of electro-mechanical devices may damage the system and will void your warranty.

6.3 WARNINGS, COMPLIANCE, AND LEGAL NOTICES

PHOTOSENSITIVE SEIZURES HEALTH WARNING



A very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns. Even people with no history of seizures of epilepsy may have an undiagnosed condition that can cause "photosensitive epileptic seizures" due to certain visual images, flashing lights or patterns. Symptoms can include lightheadedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, momentary loss of awareness, and loss of consciousness or convulsions that can lead to injury from falling down or striking nearby objects.

IMMEDIATELY STOP PLAYING AND CONSULT A DOCTOR IF YOU EXPERIENCE ANY OF THESE SYMPTOMS.

PARTS SUBSTITUTIONS



For safety and reliability, substitute parts and equipment modifications are not recommended and may void any and all warranties. Use of Non-Stern Pinball Inc Parts or Modifications of game circuitry may adversely affect game play or game safety. Transport pinball machines with hinged backbox in the down position only! Always take great care when servicing any game. Always read the service manual before replacing or servicing components. Substitutions of parts or equipment modifications may void FCC type acceptance.

Always disconnect the line voltage before servicing. Some parts may remain energized when unplugged. Take great caution when servicing any electrical components.

PERCHLORATE MATERIAL - Special handling may apply. See www.dtsc.ca.gov/hazardouswaste/perchlorate

FCC CLASS A SUBPART J COMPLIANCE



This equipment has been tested and found to comply with the limits for a Class A digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instruction manual, may cause harmful interference to radio communications. Operation of this equipment in a residential area is likely to cause harmful interference in which case the user will be required to correct the interference at his own expense.

RF INTERFERENCE NOTICE

The cable harness placements, ground strap routing, and other shielding have been designed to keep RF radiation and conduction within levels accepted by FCC rules. To maintain these levels, factory harness position, shielding, and ground straps must be installed in their factory locations should they become disconnected during maintenance.

COPYRIGHT AND INTELLECTUAL PROPERTY NOTICE

This document and the data disclosed herein or herewith is not to be reproduced (Except where noted), used, or otherwise disclosed in whole or in part to anyone without written consent of Stern Pinball Inc.

Products in this manual, the company name and devices and the design of the manual itself are protected by federal patents (and patents pending), design registrations, trademarks, and copyrights. Action will be taken in the event of infringement or imitation. The right is reserved to change specifications without prior notice.



6.4 STERN PINBALL END USER LICENSE AGREEMENT

This limited software license Agreement (“Agreement”) applies to your use of Stern Pinball Software pre-installed on a Stern Pinball Machine and any Authorized Updates made available to you.

BY USING YOUR STERN PINBALL MACHINE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. If you do not agree to the terms of this Agreement, do not use your Stern Pinball Machine or any Authorized Updates. Please read this entire Agreement, which governs your use of the Stern Pinball Machine, Stern Pinball Software and all Authorized Updates.

ADULT CONSENT

TO ENTER INTO THIS AGREEMENT, YOU MUST BE AN ADULT OF THE LEGAL AGE OF MAJORITY IN YOUR COUNTRY OF RESIDENCE. YOU ARE LEGALLY AND FINANCIALLY RESPONSIBLE FOR ALL ACTIONS USING YOUR STERN PINBALL MACHINE AND SOFTWARE AND ACCESSING OR USING ANY ONLINE GAMING PLATFORM, INCLUDING THE ACTIONS OF ANYONE YOU ALLOW TO USE AND ACCESS TO YOUR MACHINE AND ANY ASSOCIATED ACCOUNT. YOU AFFIRM THAT YOU HAVE REACHED THE LEGAL AGE OF MAJORITY, UNDERSTAND AND ACCEPT THIS AGREEMENT. IF YOU ARE UNDER THE LEGAL AGE OF MAJORITY, YOUR PARENT OR LEGAL GUARDIAN MUST CONSENT TO THIS AGREEMENT.

DEFINITIONS

- a. “Stern Pinball Machine” means a Stern Pinball arcade game machine.
- b. “Stern Pinball Software” means software (including but not limited to firmware) pre-installed in the Stern Pinball Machine, including all Authorized Content and any Authorized Updates that Stern Pinball may make available to You from time to time.
- c. “Authorized Content” means all Stern Pinball and third-party owned software and content incorporated into or used with the Stern Pinball Software or otherwise embedded in or utilized by a Stern Pinball Machine, including but not limited to graphics, images, music, vocals and voices.
- d. “Authorized Update” means an update to the Stern Pinball Software distributed by Stern Pinball or otherwise made available by Stern Pinball, including for download on its website.
- e. “Unauthorized Content” means all content, including but not limited to graphics, images, music, vocals and voices, that does not comprise Authorized Content or an Authorized Update.
- f. “Unauthorized Software” means any software (including but not limited to firmware) not pre-installed by Stern Pinball on a Stern Pinball Machine or that does not comprise Authorized Content or Authorized Update.
- g. “You” means the purchaser or current owner of a Stern Pinball Machine.

LICENSE

Stern Pinball hereby grants You a nonexclusive, non-transferable, limited, and revocable right and license to use one copy of the Stern Pinball Software and Authorized Content and any Authorized Update solely for your personal use, or that of your patrons and customers if you are a commercial entity, for playing a single Stern Pinball Machine. The Stern Pinball Software, Authorized Content and Authorized Updates are licensed, not sold, to You, and no ownership rights are transferred by this Agreement. The Stern Pinball Software Authorized Content and Authorized Updates are protected by U.S. and international copyright. All rights not explicitly granted to you in this Agreement are reserved by Stern Pinball.

- a. As a condition to this Stern Pinball Software license, You agree that:
 - i. You will not copy, reproduce, alter, replace, distribute, reverse engineer, decompile, disassemble, display, perform, create derivative works based on, or otherwise modify the Stern Pinball hardware or Stern Pinball Software or any Authorized Update, in whole or in part; and will not commercially exploit any of the foregoing.
 - ii. **You will not use or install any Unauthorized Content or Unauthorized Software. Use of Unauthorized Content or Unauthorized Software may result in your Stern Pinball Machine ceasing to work permanently and/or losing access to Stern Pinball’s online game network, either immediately or after a later installed Authorized Update.**

- iii. **You will not create, develop, distribute or assist anyone else in creating, developing or distributing any Unauthorized Content or Unauthorized Software intended for use with a Stern Pinball Machine, whether to add to or modify the gameplay, any audio content (whether music, sound or voice), or any video content of any Stern Pinball Machine, or to gain advantage in any online or other game modes, or otherwise.**
- iv. You will not share any Stern Pinball Software, Authorized Content or Authorized Update with any other person or company and will not permit anyone else to access or copy any Stern Pinball Software or Authorized Content or Authorized Update installed on your Machine for any purpose.
- v. In view of the rights held by third-party owners of Authorized Content (e.g., music and video clips), Stern does not have the legal authority to give permission to stream the gameplay of Stern Pinball Machines.
- vi. You will not attempt to defeat or circumvent any anti-piracy, security, and/or technical measures to control access to the Stern Pinball Software, features, functions or content, prevent unauthorized use, or otherwise prevent anyone from exceeding the limited license rights granted under this Agreement, "Security Measures". Attempting to defeat or circumvent any Security Measure may result in your Stern Pinball Machine ceasing to work permanently either immediately or after a later installed Authorized Update.
- vii. **Stern Pinball may update the Stern Pinball Software from time to time without further notice to You, for example, to update any anti-piracy, security, and technical measure.**

PRIVACY POLICY

Your use of the Stern Pinball Machine, Stern Pinball Software and any Authorized Updates is subject to Stern Pinball's Privacy Policy which can be found at <https://sternpinball.com/privacy-policy>.

WARRANTY

EXCEPT AS PROVIDED HEREIN, THE STERN PINBALL SOFTWARE, AUTHORIZED CONTENT AND AUTHORIZED UPDATES ARE PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT ALLOWABLE UNDER LAW, STERN PINBALL DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, STERN PINBALL DOES NOT WARRANT THAT OPERATION OF THE STERN PINBALL MACHINE OR ANY ONLINE OR CONNECTED GAME NETWORK WILL BE UNINTERRUPTED OR ERROR-FREE.

EXCLUSION OF CERTAIN DAMAGES

STERN PINBALL IS NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; ANY LOSS OF DATA, PRIVACY, CONFIDENTIALITY, OR PROFITS; OR ANY INABILITY TO USE THE STERN PINBALL MACHINE, STERN PINBALL SOFTWARE OR ANY AUTHORIZED UPDATE. THESE EXCLUSIONS APPLY EVEN IF STERN PINBALL HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES, AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Some countries do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to You.

These terms apply to the maximum extent permitted by law and unless prohibited by law. These terms do not change your rights under the laws of your country if those laws do not permit that change.

TERRITORY AND CHOICE OF LAW

This License is valid only in the country in which you purchased your Stern Pinball Machine. This License will be subject to and construed in accordance with the laws of the State of Illinois, U.S.A., regardless of conflict of laws principles. You agree to submit to the exclusive jurisdiction of the state and federal courts in Cook County, Illinois, U.S.A. for the resolution of any dispute regarding this Agreement or the subject matter of this Agreement and to waive any jurisdictional, venue, or inconvenient forum objections to such courts.

This Agreement may be updated by Stern Pinball from time to time with the current version posted at www.sternpinball.com/EULA. Your continued use of the Stern Pinball Software and Authorized Update after an updated Agreement has been posted constitutes your acceptance of all of its terms.

