

Service Contract

This document sets forth the entire Contract between the Service Contract Administrator, hereinafter referred to as We, Us and Our, and the Purchaser, as You and Your. No representation, promise or condition herein shall modify these terms. Service Net Warranty, LLC ("Service Net") is contractually obligated to You to provide service under this Contract where in accordance with and as allowed by state law. If this Contract is purchased in Florida or Oklahoma, **Service Net Solutions of Florida, LLC** is contractually obligated to You to provide service under this Contract.

1. WHAT IS COVERED.

We will furnish labor, parts, and/or replacement equipment (or pay for same) necessary to repair operational or mechanical breakdowns of the Product specified in this Contract, provided such service is necessitated by Product failure during normal usage. The Product specified and covered includes only equipment as originally configured including memory and hard disk drive upgrades installed at time of purchase and charged for in this Contract. Coverage also applies to the parts and accessories that are necessary to the covered Product's functionality, but does not apply to accessories that are used in conjunction with or to enhance the performance of the covered Product.

2. IMPORTANT NOTE.

Repairs recommended by the repairing facility not necessitated by mechanical breakdown are not covered unless specifically authorized by Us. We reserve the right to inspect the items to be covered, or the items covered, as the case may be, prior to coverage or during the coverage period. Model number, serial number and original date of purchase of all Products to be covered must be provided to execute application for service. If You request a service call for a non-covered repair or "no failure found" diagnosis is determined for the same problem on a second trip, You may be responsible for all costs associated with the repair/call. In the event You are unable to meet the servicer for an onsite repair, if applicable, You must call to cancel the appointment one (1) business day prior to the agreed upon time of service or You may be responsible for paying the second trip charge for the subsequent rescheduled repair. If the Product is found to be performing to the manufacturer's specifications, it will be returned to You. Technological advances may result in a replacement product with a lower selling price than the original Product. If We replace the product or buyout the contract, the covered product becomes property of Service Net and We may, at Our discretion, require the product to be returned to Us (or our designee) at Our expense. You are responsible for the backup of all data on Your Product before You have Your Product serviced. We specifically do not represent that We will be able to repair any Product under this Service Contract or make a Product exchange without risk to or loss of programs or data on Your Product. The contents of Your Product may be deleted and the hard drive and/or storage media reformatted in the course of service. Your Product will be returned to You configured as originally purchased, subject to applicable updates. It is Your responsibility to back up the contents of Your hardware Product before services are performed and remove any data from parts or Products returned to Us, as well as any data You have stored or software You have installed on the hard drive including but not limited to, software, pictures, documents, videos, games, and music files. We are not responsible for any loss of Your data under any circumstances. **This Contract must be paid in full prior to services being rendered.**

3. TIME FOR SERVICE.

Service will be performed during the hours of 8:00 a.m. to 5:00 p.m. local time Monday through Friday, excluding holidays or during the hours of operation of the participating servicing dealer. Any additional costs above the service providers authorized hourly rate (premium or overtime charges) or after hours service will be at Your expense with exception of health related or severe weather related emergencies.

4. PLACE OF SERVICE.

After We authorize Your claim, We will at Our option complete the lesser of (a) the repair of Your product with new or refurbished parts, (b) replace it with a new or a refurbished product of like grade or (c) Buyout your contract for the lesser of current market value of a Product with comparable specifications or retail price paid for Your Product minus sales tax and claims paid. The decision to repair, replace or Buyout will be made solely by Us. If Your product requires repair, service will be provided by an authorized service center, the retailer or dealer where Your Service Contract was purchased or by subcontractors. Onsite, Carry-In, or Mail-In Depot Service will be determined by Us at Our determination, unless You have purchased Onsite service. You may be asked to provide proof of purchase as a condition for receiving service under this Service Contract. Your original, itemized purchase receipt should be kept with this service Contract. Non-itemized billing statements will not be accepted. Onsite service where applicable requires clear, complete and easy access to the product by the authorized servicer and does not include removal or re-installation of an installed product. It is possible that certain onsite repairs will not be completed onsite, but will require that the product or parts of the product, at the servicer's discretion be removed for shop diagnosis and/or repair and then returned. If onsite service cannot be attempted in Your residence due to environmental and/or technical requirements, or if You are located more than fifty (50) miles from the nearest authorized service center, the cost to transport and/or ship Your Product for service will be covered under Your service plan and will go against Our maximum liability owed to You under this Service Contract.

5. PARTS AND SUBCONTRACTING.

Parts used to repair equipment may either be new or refurbished at Our sole option. Service may be performed by subcontractors.

6. UNABLE TO REPAIR.

If We determine that We are unable to repair Your Product due to the unavailability of functional parts, service or technical information, or if the cost to repair will exceed the Limit of Liability as described herein, the total liability owed to You under this Contract will be the lesser of (I) the current market value of a Product of comparable specifications; or, (II) the retail price paid for Your Product minus sales tax and claims paid, in lieu of service repairs or replacement of a Product of comparable specifications. In all cases where parts or technical information are on extended backorder for a minimum of sixty (60) calendar days, We will determine if a replacement or reimbursement will be made. All contractual obligations are fulfilled, in lieu of repairs, upon Product replacement, reimbursement or Contract term expiration and the covered Product becomes the property of Service Net and We may, at Our discretion, require the Product to be returned to Us (or Our designee) at Our expense.

7. DEDUCTIBLE.

No deductible applies to this Contract.

8. RENEWABILITY.

This Contract is renewable at Our sole discretion.

9. LIMITATIONS OF COVERAGE – This Contract Does Not Cover:

- Any Product located outside the continental United States, Alaska, Hawaii.
- Service required as a result of any alteration of the equipment, or repairs made by anyone other than an authorized service provider. This would include any unauthorized alterations made by You to the Product.
- Damage or other equipment failure due to causes beyond Our control including, but not limited to, repairs necessary due to operator negligence, the failure to maintain the equipment according to the owner's manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, acts of war or acts of God.
- Service necessary because of improper storage, improper ventilation, any utilization of the equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used.
- Any and all cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment.
- Products used in a commercial environment, which is defined as non-residential, multiuser, communal or industrial use. Equipment used in recreational vehicles is not covered.
- Cosmetic defects, damage, or failures of non-operational components that do not inhibit the proper operation and performance of the covered items.
- Consumable items are defined as any part that is considered consumable by the manufacturer or any item that is designed to be consumed (wear out) during the life of the Product, regardless if it is consumer replaceable or not. Consumable items include, but are not limited to: for Consumer Electronics: light bulbs, lamps (unless purchased as additional coverage), and batteries. For all Products: Telephone or other lines connecting to the equipment.
- Light bulbs or lamps (unless purchased as additional coverage)
- Repairs to Product, including parts, or Product replacement covered by the manufacturer's warranty, manufacturer's recall, or similar manufacturer's incentive or repair program (regardless of whether or not the manufacturer is doing business as an ongoing enterprise).
- Consequential damages as a result of malfunctioning of or damage to an operating part of the covered equipment, or damages as a result of any repairs or replacements under this agreement.

L. Loss of use, loss of business, loss of profits, down-time and charges for time and effort.

M. Damage or failure caused by animals or insects.

N. Operational or mechanical failure which is not reported prior to expiration of this Contract or within 30 days of Product failure.

O. Loss or damage to stored data, repairs related to installed software or computer viruses.

P. Equipment sold without a manufacturer's warranty, sold "as is" or refurbished Products.

Q. Normal, periodic or preventative maintenance and/or checkups, including but not limited to customer education, adjustments, cleanings, and convergence.

R. Pre-existing conditions (incurred prior to the effective date of coverage), known to You.

S. Equipment where the serial plate attached to the equipment is removed, defaced or made illegible.

T. Screen imperfections in Your Product, including 'burn in' or burned CRT phosphor, caused by video games, prolonged display of one or more signal(s), or other abuse. All display products that are used in an application that requires continuous and/or business operation. Repair of minor resolution (pixels) issues that do affect overall viewing of the screen; issues must match the manufacturer's minimum failure standard before an authorized repair will occur.

U. Damage resulting from user facilitated minor adjustments and settings outlined in the Product's owner's manual, external antenna or local reception problems, inaccessible products or parts, negligence, misuse or abuse whether willful or not.

V. Transit or delivery damage, damage caused by packing, unpacking, assembly, installation, or removal.

W. Electronics and PC equipment over 5 years of age.

X. Installation, removal, or reinstallation of any equipment unless installation coverage was purchased.

Y. Parts or accessories that are used in conjunction with Product specified under this Contract that enhances the performance of the covered Product.

Z. Any cost recoverable under any other warranty, guarantee, or under an insurance policy (in such case, this Contract will cover any applicable deductible).

AA. Damage or failure caused by bodily fluids, including but not limited to urine and vomit.

BB. Product that has been rented or leased to You.

10. NO LEMON GUARANTEE.

During the term of this Contract, when three service repairs, with three separate claim numbers, have been completed on the same part, and that same part requires repair under a fourth claim number, as determined by Us, Your Product will be replaced with a Product with comparable specifications by Us, not to exceed the original retail purchase price. In the event a comparable replacement cannot be located, a buyout, not to exceed the current market value of a Product with comparable specifications, will be provided. This does not include repairs necessary during the manufacturer's warranty period, rework/callback service required after initial service, during the warranty of work period provided by the Service Company, or previous service Contract terms. Once you have received Your Product replacement or buyout all contractual obligations under this Contract have been fulfilled.

11. CANCELLATION AND REFUND.

You may cancel this Contract at any time for any reason. If You cancel this Contract within sixty (60) days of the date purchased You will receive a refund of the full purchase price less any claims. If You cancel this Contract thereafter, You will be refunded the remaining days of coverage on a monthly prorated basis, less costs for service performed (if applicable). Neither You, the Dealer nor We are obligated to renew this Contract beyond the current term. **If we cancel this Service Contract due to non-payment You will not receive a refund.**

12. CLAIMS LIMITATION.

The maximum liability owed to You under this Contract will be the lesser of (I) the current market value of a Product of comparable specifications; or, (II) the retail price paid for Your Product minus sales tax and claims paid, in lieu of service repairs or replacement of a Product of comparable specifications. When determining the current market value of a Product of comparable specifications a fair analysis is completed using current manufacturers' and distributors' pricing on comparable products. In the event We (I) replace the Product with a Product of comparable specifications; (II) reimburse You for the current market value of a Product of comparable specifications; or (III) reimburse You for the retail amount of the Product, minus claims, minus sales tax, We shall have satisfied all obligations owed under this Contract and the covered Product becomes the property of Service Net and We may, at Our discretion, require the product to be returned to Us (or Our designee) at Our expense.

13. BUYOUT.

We may elect, at Our option, to buyout the Contract during the coverage term for the lesser of (I) current market value of a Product with comparable specifications or (II) purchase price of Your Product minus sales tax and claims paid. You have up to forty-five (45) days from the date of authorization to complete your product buyout transaction.

14. STATE VARIATIONS.

Certain states have specific conditions; conditions listed on the front of this form may apply to You.

15. TRANSFERABILITY.

You may transfer this Agreement to any person by sending written notice to: Service Net, P.O. Box 1411, Jeffersonville, IN 47131-1411.

16. NOVATION.

If Service Net assigns another insurance carrier with an "AM Best" industry rating of A- or better under this Contract directly or indirectly, such new insurance carrier will carry the liability under this Contract.

17. RIGHT TO RECOVER FROM OTHERS.

If We make any payment, We are entitled to recover what We paid from other parties. By accepting settlement of a claim, You transfer to Us Your right to recovery against any other party.

18. COVERAGE AND TERM.

This is not an insurance policy. As the Administrator, We will assist You in understanding Your warranty and coverage benefits from the day You purchase Your Plan. If Your Product needs repair for operational or mechanical failure, You are required to call the toll free number listed on the front of this Contract or submit Your claim in writing to Service Net, 650 Missouri Ave., Jeffersonville, IN 47130. With any correspondence, please provide Your daytime phone number and claim number if applicable. The expiration date and price of this Contract are listed on the face of this Contract. There are some limitations of coverage. You should review the limitations of coverage paragraph for details. This Plan is secured by a contractual liability or reimbursement insurance policy provided by either Illinois National Insurance Company or New Hampshire Insurance Company Inc., 180 Maiden Lane, 25th Floor, New York, NY 10038. Telephone 1-800-250-3819. If, within sixty (60) days after proof of loss has been filed, We have not paid a covered claim, provided You with a refund, You are otherwise dissatisfied, or We are no longer a going concern, You may make a claim directly to the insurance company. Please enclose a copy of Your plan when sending correspondence to the Insurer.

19. ENTIRE CONTRACT.

This is the entire Contract and no other written or oral modifications are valid.

20. LIMITATION OF LIABILITY.

THE DEALER/RETAILER, SERVICE NET, THEIR AGENTS, CONTRACTORS OR LICENSEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOST DATA RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON ANY COVERED EQUIPMENT. EXCLUSION IS MADE OF ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN.

If You have any questions, require customer service, or wish to report a claim, please contact: Service Net, 650 Missouri Ave., Jeffersonville, IN 47130.