

# SERVICE CONTRACT COMPREHENSIVE COVERAGE

## 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 Solutions, 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 ("Service Net") is contractually obligated to You to provide service under this Contract. Please refer to the face of this Contract for applicable state disclosures.

**1. WAIT PERIOD.** Customers will be subjected to a 30 day wait period if the Contract is purchased after the manufacturer's warranty, or a previous extended service plan covered by Us, expires.

**2. 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 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. The maximum liability owed to You under this Contract will be the full retail cost of Your Product minus the sales tax. In the event We (I) replace the Product with a Product with equivalent specifications or (II) reimburse You for the current market value of the Product with equivalent specifications or (III) reimburse You for the retail amount of the Product, less claims made, minus sales tax, We shall have satisfied all obligations owed under this contract.

**A. Power Surge and Spike:** This service plan protects against operational or mechanical failure of a covered product if a failure occurs while properly connected to a surge protector approved by the Underwriter's Laboratory. Your surge protector may be collected by the Administrator for examination.

**B. Out of Warranty Program:** Out of Warranty Program – Claims are limited to \$1,000 per claim and \$2,000 for all covered equipment during the twelve (12) month term. Broken parts that are unavailable (obsolete) will not be covered, replacement/pay-out will be offered in lieu of repair.

**3. HARDWARE UPGRADE COVERAGE.** This Contract will cover any internal hardware components, including memory and hard disk drive products purchased through a Dealer/Retailer and installed into equipment at the time of purchase. This Contract does not cover installation of hardware upgrades installed after the time of purchase.

**4. PDA SCREEN PROTECTION.** This coverage pertains to You if listed on the reverse side of this Contract. This coverage pertains only to the PDA Screen Protection Program. PDA Screen Protection Coverage may only be purchased in conjunction with the Standard PDA Program. PDA Screen Protection Coverage will pay for labor and replacement parts necessary to replace Your PDA screen should it become inoperable. Claims are limited to one screen replacement for the life of the Contract.

**5. LAPTOP SCREEN PROTECTION.** This coverage pertains to You if listed on the reverse side of this Contract. This coverage pertains only to the Laptop Screen Protection Program. Laptop Screen Protection may only be purchased in conjunction with the Standard Laptop Program. Laptop Screen Protection Coverage will pay for labor and replacement parts necessary to replace Your laptop computer screen should it become inoperable, but not more than two (2) times over the term of the Contract. Laptop screen claims are limited to a cumulative amount of \$1500 or two (2) repairs over the term of the Contract, whichever comes first.

**6. ACCIDENTAL DAMAGE FROM HANDLING (ADH).** ADH pertains to You if listed on the reverse side of this Contract. Your product is protected against accidental damage from handling. ADH will end prior to the expiration date when We have, as a result of service provided to You, replaced Your product or incurred costs under this plan equal to the original purchase price of Your product (as indicated on your invoice). ADH only covers operational or mechanical failure from handling and does not include protection against normal wear and tear, theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the product, cosmetic damage and/or other damage that does not affect the unit functionality, damage caused during shipment between You and Our service providers and any other limitations listed in the Limitations of Coverage section. Any resultant damage from this type of treatment is NOT covered by this ADH program.

**7. 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 items to be covered must be provided to execute application for service. If You request a service call for a non-covered repair, You will be responsible for all costs associated with the repair. In the event You are unable to meet the servicer, You must call to cancel the appointment in advance of the agreed upon time of service. 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.

**8. 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.

**9. PLACE OF SERVICE.** Service will be provided by a manufacturer authorized service center, or the Dealer named in this Contract. After We authorize Your claim, We will arrange for service and We will cover the reasonable parts and labor costs that We authorize. You may be asked to provide proof of purchase as a condition for receiving service under this Service Contract. Your original purchase receipt should be kept with this service Contract in a safe place. On-Site service will be provided for all televisions with a screen size equal to 25" or larger, and for all projection televisions. All other product categories are covered for carry-in or depot service unless specified on the front of this form as onsite coverage. On-Site Service will be provided when your residence is located within fifty (50) miles of an authorized service provider. If you are entitled to on-site service but due to environmental and/or technical requirements, certain repairs can not be completed in Your residence, or if you are located more than fifty (50) miles from the nearest authorized provided, the cost to transport and/or ship the product for service will be paid by Service Net.

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

**11. UNAVAILABILITY OF FUNCTIONAL PARTS OR TECHNICAL INFORMATION.** If We determine that We are unable to repair Your equipment due to the unavailability of functional parts, service or technical information, the total liability owed to You under this contract will be the purchase price You paid for this Product less claims made, sales tax, and the Service Contract Price. In the event Your Product is replaced, We will determine equipment comparability. We reserve the right to offer reimbursement for the current market value of the equipment, less claims made, in lieu of service or replacement of the equipment. In all cases where parts or technical information are on extended backorder, We will determine if a replacement or reimbursement will be made. All contractual obligations are fulfilled upon product replacement, reimbursement or contract term expiration.

**12. BUYOUT.** We may elect, at Our option, to buyout the Contract during the coverage term for the lesser of (I) current market value of the product with equivalent specifications or (II) retail price paid for Your product minus sales tax and claims paid. When determining the current market value of a Product of equivalent specifications a fair analysis is completed using current manufacturers' and distributors' pricing on comparable products.

**13. DEDUCTIBLE.** No deductible applies to this Contract.

**14. LIMITATIONS OF COVERAGE. This Contract Does Not Cover:**

- Any equipment located outside the United States, Canada and Puerto Rico.
- Service required as a result of any alteration of the equipment, or repairs made by anyone other than a participating servicing dealer, an authorized service provider, its agents, distributors, contractors or licensees, or the use of supplies other than those recommended by the manufacturer.
- 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, use, or transport the equipment according to the owner's manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, or acts of war or acts of God.
- Service necessary because of improper storage, improper ventilation, reconfiguration of equipment, use of movement of the equipment, including the failure to place the equipment in an area that complies with the manufacturer's published space or environmental requirements.
- Any utilization of equipment that is inconsistent with either the design of the

equipment or the way the manufacturer intended the equipment to be used. Any installation that prevents normal service. Any and all cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment.

- Expendable, lost, or consumable items such as, but not limited to: For Computers, Laptops, and Peripherals: removable data storage, accessory cables, batteries, and media disks. For Printers, Copiers, and Multifunctional Equipment: ink, fuser, roller kits, maintenance kits, and any toner/cartridge. Nonfunctional parts: including but not limited to: light bulbs, nonfunctional plastic, porcelain, or enamel parts, vacuum cleaner belts and bags, drip pans or grates, exterior/interior finishes, knobs, dials, or handles (unless critical to the function of the Product), trim, and/or appearance parts or accessory items such as water or electrical connections and venting equipment, filters, batteries and other operation supplies or consumable items. For all products: Telephone or other lines connecting to the equipment. Items that are considered consumable by the manufacturer.
  - In-warranty parts not provided or shipped by the manufacturer. Operational or mechanical failure covered by manufacturer's warranty, manufacturer's recall, improper construction, or factory bulletins, (regardless of whether or not the manufacturer is doing business as an ongoing enterprise). Defects in the equipment due to the manufacturer's error or improper construction of the equipment.
  - Operational or mechanical failure covered by an insurance policy (in such case, this Contract will cover any applicable deductible.)
  - Operational or mechanical failure which is not reported prior to expiration of this Contract.
  - Any software, including but not limited to, application programs, network programs, upgrades, formatting of any kind, databases, files, drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data.
  - Equipment sold without a manufacturer's warranty or sold "as is". Refurbished products with less than an original ninety (90) days manufacturer's parts and labor limited warranty. Refurbished equipment with an original ninety (90) day warranty must have at least thirty (30) days remaining in that warranty to qualify for coverage. New products with less than thirty (30) days left on the original manufacturer's warranty. Unless sold under the Out of Warranty Program.
  - Normal, periodic or preventative maintenance, customer education and cleanings.
  - Consequential damage to or spoilage of CDs, film, or recording tapes as a result of the malfunctioning of or damage to an operating part, or as a result of any repairs or replacement under this agreement.
  - Loss or damage as a result of violation of existing federal, state and municipal codes including repairs to products not complying with said codes.
  - Pre-existing conditions (incurred prior to the effective date of coverage), and known to You.
  - Consequential damages or delay in rendering service under this agreement, or loss of use during the period that the product is at the authorized service center or otherwise awaiting parts. You are responsible for creating back-ups of all Your Data and software on a regular basis.
  - Equipment where the serial plate attached to the equipment is removed, defaced or made illegible.
  - Television or personal computer monitor screen imperfections, including 'burn in' or burned CRT phosphor, caused by video games, prolonged display of one or more signal(s), or other abuse. Damaged or defective LCD screens when the failure is caused by abuse or is otherwise excluded herein. All display products that are used in an application that requires continuous and/or business operation.
  - Payment for subsequent service calls which result in "no failure found" diagnosis. Non failure problems including but not limited to noises, squeaks, simple paper jams not requiring parts and intermittent issues are not product failures. Subsequent trip charges may need to be paid by You if a second "no failure found" diagnosis is determined based on the same problem.
  - Plasma Televisions are not covered as part of the Home Theater Package. Coverage only applies to the repair or replacement of a covered unit unless the covered unit is part of a custom installation Contract. Broadcast grade models are not covered by this program. Repair of resolution (pixels) failure must match the factory minimum standards before an authorized repair occurs. Sealed system failures are considered a manufacturer's defect and are not covered under this program. Installation/de-installation of Plasma Televisions is not covered, unless custom installation service option is purchased.
  - Equipment over 10 years of age.
  - Damage which is not reported prior to the expiration of this Contract.
- 15. NO LEMON GUARANTEE.** When three service repairs, with three separate claim numbers, have been completed on the same component, and that same component requires a fourth repair, as determined by Us, Your product will be replaced with a product of like grade and quality by Us, not to exceed the original retail purchase price. This does not include repairs necessary during the manufacturer's warranty period or during the term of this Contract. Once you have received your product replacement all contractual obligations under this Contract have been fulfilled.
- 16. 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). You nor the Dealer nor We are obligated to renew this Contract beyond the current term. If you wish to renew this Contract and the product is less than 10 years of age, please call the toll free number listed on the front of this contract.
- 17. STATE VARIATIONS.** Certain states have specific conditions; conditions listed on the front of this form apply to You.
- 18. TRANSFERABILITY.** You may transfer this Agreement to any person by sending written notice to: Service Net, P.O. Box 1411, Jeffersonville, IN 47131-1411.
- 19. 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.
- 20. COVERAGE AND TERM. This is not an insurance policy.** As the Administrator, Service Net 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 Solutions, LLC, 650 Missouri Ave., Jeffersonville, IN 47130. With any correspondence, please provide Your daytime phone number and claim number if applicable. If We fail to pay or provide service on a claim within 30 days after proof of loss has been filed, or in the event We are no longer a going concern, You are entitled to make a written claim directly against the Insurer, Great American Insurance Company, 49 East 4th Street, 8th Floor, Cincinnati, OH 45202. The telephone number is (800) 280-0352. If you purchased Your Contract in Florida or Oklahoma, obligations under this Contract are insured by Great American Insurance Company, 49 East 4th Street, 8th Floor, Cincinnati, OH 45202. The telephone number is (800) 280-0352. Please enclose a copy of Your plan when sending correspondence to the Insurer. 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.
- 21. ENTIRE CONTRACT.** This is the entire Contract and no other oral modifications are valid.
- 22. 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, or call the toll free number listed on the reverse side of this Contract.