

SERVICE CONTRACT COMPREHENSIVE COVERAGE

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 not contained 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 replace the original purchased Product specified on Your Amazon.com order with a new or refurbished unit, provided such replacement is authorized and necessitated by Product operational or mechanical failure during normal usage. Coverage does not apply to accessories that are used in conjunction with or to enhance the performance of the covered Product. This service plan protects against operational failure of a covered Product if a failure occurs while connected to a surge protector approved by the Underwriter's Laboratory. Your surge protector may be collected by Us for examination.

2. TO OBTAIN AUTHORIZATION FOR REPLACEMENT

- You must obtain authorization prior to the receipt of a replacement Product by calling 1-877-441-3836.
- Have the AMAZON.com order information for the purchase of your Product available.
- Instructions on obtaining a replacement will be given.
- At Our determination, You will receive a replacement Product of like grade and quality. Technological advances may result in a replacement product with a lower selling price than the original Product. The replacement Product may at Our option be a future version or edition of your original Product.
- In all cases where a replacement cannot be made, You will receive reimbursement for the original purchase price, excluding sales tax and delivery charges.
- If Your equipment has an operational or mechanical failure, You will be required to call and provide a valid credit card number and expiration date to be authorized for the exchange.
- A prepaid postage label, along with the new or refurbished Product, will be express shipped to the address listed on the reverse side of this certificate.
- You will be required to return the failed Product within thirty (30) days of the receipt of the label. If Your original Product is not received within this timeframe, Your credit card will be billed for the replacement Product retail amount.
- We reserve the right to replace the Product with a remanufactured or refurbished Product.
- The replacement Product will be mailed at no cost to You.

3. WAIT PERIOD.

This contract does not have a wait period.

4. 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 and all other coverage equal to the original purchase price of Your Product (as indicated on your invoice). ADH only covers operational or mechanical failure caused by an accident from handling during normal usage and does not include protection against normal wear and tear, theft, mysterious disappearance, misplacement, negligence, 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. The use of this coverage requires an explanation of where and when the accident occurred as well as a detailed description of the actual event. Failure to provide this information will result in claim denial.

5. TERM OF COVERAGE.

Coverage begins on the effective date listed on the certificate of coverage through the end of the term of the contract.

6. LIMIT OF LIABILITY.

Maximum liability under this Contract shall be the original purchase price of the Product, excluding sales tax and delivery charges. This Contract will expire upon the earliest of (a) the date We reimburse You for the original purchase price of Your Product; (b) the date We have, as a result of services and/or replacement products provided to You, incurred costs under this plan equal to the original purchase price of Your Product; or (c) the expiration date. ADH coverage is limited to three (3) claims during the term of the contract.

7. DEDUCTIBLE.

No deductible applies to this Contract.

8. RENEWABILITY.

This Contract is not renewable.

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

- A. Any Product located outside the continental United States, Alaska, and Hawaii.
- B. 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.
- C. Damage or other equipment failure due to the failure to maintain the equipment according to the owner's manual instructions (except accidental damage from handling claims), abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, acts of war acts of God or other force majeure events.
- D. Service necessary because of improper storage, improper ventilation, reconfiguration of equipment, including the failure to place the equipment in an area that complies with the manufacturer's published space or environmental requirements.
- E. Misuse, abuse, reconfiguration of equipment or improper movement of the equipment. 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.
- F. Equipment used in an industrial or commercial setting. An industrial or commercial setting is defined as anything other than a single family dwelling. Single family dwellings include: Houses, Townhouses, Modular Housing, Condominiums, Duplexes, and Apartments.
- G. Cosmetic damage such as, but not limited to scratches, dents, rust, and stains.
- H. Non-functional parts such as, but not limited to, plastics, finishes, porcelain or enamel parts, (unless critical to the function of the Product), trim, accessory items. Expendable or lost items, such as, but not limited to ear buds or head phones.
- I. 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.
- J. 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).
- K. 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. Damages caused by delays in rendering service or loss of use during the period that the Product is at the authorized service center or otherwise awaiting parts are not covered. You are responsible for creating back-ups of all Your data and software on a regular basis.
- L. Damage or failure caused by animals or insects.
- M. Operational or mechanical failure which is not reported prior to expiration of this Contract or within 60 days of Product failure.
- N. 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.
- O. Equipment sold without a manufacturer's warranty or sold "as is" or refurbished Products.
- P. Normal, periodic or preventative maintenance and/or checkups, including but not limited to customer education, adjustments, cleanings, and convergence.
- Q. Loss or damage as a result of violation of existing federal, state or municipal codes including repairs to Products not complying with said codes.
- R. Pre-existing conditions (incurred prior to the effective date of coverage), known to You.

S. Equipment where the Radio Frequency Identification number does not match the Product.

T. Transit or delivery damage, damage caused by packing, unpacking, assembly, installation, or removal. Short circuit, loss of use, lack of maintenance, bodily injury, pre-existing conditions, manufacturer's recall, periodic checkups or maintenance. We will not pay for adjustments or repairs required because of conditions at your location.

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 of like grade and quality 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 original retail purchase price, 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. Once you have received Your Product replacement or buyout all contractual obligations under this Contract have been fulfilled. Technological advances may result in a replacement product with a lower selling price than the original Product. If We 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.

11. CANCELLATION AND REFUND. You may cancel this Contract at any time for any reason. If You cancel this Contract within ninety (90) 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.

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

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

14. 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.

15. 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.

16. 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., 80 Pine Street, 13th Floor, New York, NY 10005. Telephone 1-800-250-3819. If, within thirty (30) 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.

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

18. 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. Phone 1-877-441-3836.