

# 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, Technology Insurance Company 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 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.

**Power Surge and Spike:** This Service Contract provides power surge protection in excess of any other insurance coverage when failure occurs while connected to a surge protector approved by the Underwriters Laboratory. Your surge protector may be collected by the Administrator for examination.

**2. 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.

**3. ACCIDENTAL DAMAGE FROM HANDLING – ADH (Optional).** 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 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. 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.

You must obtain authorization from Service Net prior to repair or replacement of a product under Accidental Damage from Handling ("ADH")

- Bring your failed product into a Micro Center store location or call Service Net at 866-700-7992.
- Have this Contract, Your reference number, and the original product receipt available.
- If the product failure was caused by an accident, You must provide a detailed description of the following: 1) current condition of your equipment, 2) where you and your equipment were when the accident occurred 3) what you were doing when the accident occurred, and 4) the current power status of the equipment.
- At Our determination after validation and entitlement of Your claim, Your product will be repaired or replaced for You at no cost.

**4. NOVIATION.** 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.

**5. 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 service, 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.

**6. 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.

**7. 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.** Products are covered for carry-in or depot service. If You purchased the Silver or Platinum Plan, You will receive on-site service or necessary shipping to and from a repair center plus all replacement parts and labor necessary to return Your covered product to its normal operating condition.

**8. INTERNATIONAL COVERAGE.** The International Coverage Option protects Your product outside the manufacturer's warranty when You travel outside of the United States. If Your product needs repair internationally, follow the steps below:

- Please check with your local telephone company for the international dialing procedures and operator code.
- Call 812-258-4956 to obtain a repair authorization number prior to work being completed.
- Carry the product into an authorized service center.
- Submit payment to the service center.
- Submit to the Administrator a copy of the detailed service repair invoice that identifies Your product, the repair authorization number, and include a thorough description of the repair made. This document must be sent to Service Net, 650 Missouri Avenue, Jeffersonville, IN 47130, Attention: Dealer Support. The Administrator, on behalf of the Obligor, will reimburse You in US dollars within thirty (30) days of receipt of all necessary paperwork, provided a covered repair was performed.

Note: International Coverage does not include on-site service or the cost of shipping, international or other. This coverage only applies to You if the International Plan was purchased as an adder to Your Contract.

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

**10. UNAVAILABILITY OF FUNCTIONAL PARTS OR TECHNICAL INFORMATION.** If we determine that We are unable to repair Your product due to the unavailability of functional parts, service or technical information the total liability owed to You under this contract will be the lesser of (I) the current market value of the product with equivalent specifications or (II) the retail price paid for Your product minus sales tax and claims paid, in lieu of service or replacement of the product with equivalent specifications. In all cases where parts or technical information are on extended backorder for a minimum of thirty (30) calendar days, We will determine if a replacement or reimbursement will be made. All contractual obligations are fulfilled upon product replacement, reimbursement or contract term expiration.

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

**12. RENEWABILITY.** This Contract is not renewable.

**13. LIMITATIONS OF COVERAGE – This Contract Does Not Cover:**

**A. Any equipment located outside the United States of America, Canada, or Puerto Rico unless the International Plan was purchased as an adder to Your Service Contract.**

**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 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, or acts of war or acts of God.**

**D. 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.**

**E. Equipment used in industrial settings. Equipment used in industrial settings may be defined as: (I) 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, (II) Any and all cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment.**

**F. 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: cases, cabinetry, exterior/interior finishes, knobs, dials, or handles, hinges, trim, and/or appearance parts or external accessory items such as electrical connections, 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.**

**G. 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.**

**H. 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 90 day warranty must have at least 30 days remaining in that warranty to qualify for coverage.**

**I. Normal, periodic or preventative maintenance, customer education and cleanings.**

**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). Defects in the equipment due to the manufacturer's error or improper construction of the equipment.**

**K. Consequential damage to or spoilage of CD's, 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.**

**L. Loss or damage as a result of violation of existing federal, state and municipal codes including repairs to products not complying with said codes.**

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

**N. 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.**

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

**P. 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.**

**Q. Damage resulting from unauthorized repair; software virus; improper electrical wiring and connections; damage caused during delivery, improper installation, or setup, user facilitated minor adjustments and settings outlined in the product's owners manual, external antenna or local reception problems, inaccessible products or parts, negligence, misuse or abuse whether willful or not.**

**R. Transit or delivery damage, damage caused by packing, unpacking, assembly, installation, or removal. Short circuit, loss of use, parts or labor covered under the manufacturer's warranty, 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.**

**S. Products sold second hand including but not limited to floor models (unless covered by a full manufacturer's warranty on your date of purchase) and demonstration models.**

**T. Operational or mechanical failure which is not reported prior to the expiration of the Contract or within (30) days of product failure.**

**14. NO LEMON GUARANTEE.** During the term of this contract, 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 previous service contract terms.** Once you have received your product replacement all contractual obligations under this Contract have been fulfilled.

**15. CANCELLATION AND REFUND.** You may cancel this contract at any time for any reason. If You cancel this Contract within thirty (30) days of the date of purchase You will receive a refund of the full purchase price from the palce of purchase, less any claims. If You cancel this Contract thereafter, You are required to submit your request in writing to Service Net, Dealer Support, 650 Missouri Avenue, Jeffersonville, IN 47130. 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.

**16. 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. All contractual obligations are considered fulfilled upon buyout of the product.

**17. STATE VARIATIONS.** Certain states have specific conditions; please visit <http://www.eservicecentral.com/microcenter> for a complete list of state variations.

**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. 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, Technology Insurance Company, 59 Maiden Lane, New York, NY 10038, in all states except CA, CT, HI, KY, NV, NC, TX, WA, WI, and WY. In CA, CT, HI, KY, NV, NC, TX, WA, WI, and WY; State National Insurance Company, 8200 Anderson Blvd., Ft. Worth, TX 76120. 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.

**20. ENTIRE CONTRACT.** This is the entire Contract and no other oral modifications are valid.

**21. 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.