

# SERVICE CONTRACT COMPREHENSIVE COVERAGE

## THE TERMS AND CONDITIONS PRESENTED IN THIS DOCUMENT CONSTITUTE YOUR ENTIRE SERVICE CONTRACT RIGHTS UNDER THIS CONTRACT MAY VARY FROM STATE TO STATE.

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 necessary to repair mechanical breakdowns of the product covered by this Contract. Service is provided when necessitated by product failure during normal usage. The product specified and covered includes the equipment originally configured and charged for in this Service Contract. The total liability under this Contract is the purchase price You paid for this Product minus the sales tax. In the event We replace the Product with another of comparable value or reimburse You for the original purchase price of this Product minus claims paid and tax, We shall have satisfied all obligations owed under this contract.

**Power Surge and Spike:** This service plan protects against operational 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.

**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.

**4. LAPTOP ACCIDENTAL DAMAGE PROTECTION (ADP) (Optional).** This coverage pertains to You if You purchased the ADP option. Accidental damage consists of an operational or structural failure of the covered product due to failures resulting from normal operating conditions and handling, including accidental impacts, drops, falls, spills, power surges (when protected by an Underwriters Laboratory approved operational surge suppressor), and other accidental damage. ADP coverage 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) and have not completed repairs in progress. Accidental Damage Protection (ADP) may NOT be sold in: **DE, FL, ID, MA, MN, OH, & PA.**

**5. LAPTOP EXTENDED SERVICE COVERAGE (Optional).** In **DE, FL, ID, MA, MN, OH, & PA** only, Laptops are covered by expanded service contract coverage if You purchased the Extended Service Coverage option. The expanded service coverage is an additional expressed limited warranty beyond the scope of the manufacturer's warranty that is made exclusively to those who purchase it as part of the basis for the bargain of a purchase of this Contract. For purchaser's of the expanded service contract coverage only, We warrant that the Product is designed to withstand failure under normal operating conditions including for example, an operational or structural failure of the covered Product due to failures resulting from normal operating conditions and handling, including, without limitation, failure caused by liquid spills on the keyboard, drops and bumps of the Product, or an electrical surge that causes failure of the Product's circuitry (when protected by an Underwriters Laboratory approved operational surge suppressor).

**6. 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 for all items to be covered are required to 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 Your product is found to be performing to the manufacturer specifications, it will be returned to You.

**7. TRANSFERABILITY.** In Florida and all other states You may transfer this Contract to any person in the United States by sending written notice to: Service Net, P.O. Box 1411, Jeffersonville, IN 47131-1411.

**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, You may arrange for service and We will cover the reasonable parts, labor and shipping 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.

**10. INTERNATIONAL COVERAGE.** The International Coverage Option protects your product outside the manufacturer's warranty when you travel outside 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 Ave., 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.

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

**12. 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, You are entitled to a comparable equipment replacement. In all cases, 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. If We replace the product or buy out the contract, We reserve the right to keep possession of the product that was unable to be repaired.

**13. LIMITATIONS OF COVERAGE. THIS CONTRACT DOES NOT COVER:**

- (a) Any equipment located outside the United States of America, Canada or Puerto Rico.**
- b) Service required as a result of any alteration of the equipment or repairs made by anyone other than the service provider, its agents, distributors, contractors or licensees or the use of supplies other than those recommended by the manufacturer.**
- c) Installation, removal, or reinstallation of any equipment.**
- d) Damage or other equipment failure due to causes beyond Our control including, but not limited to, power failure or inadequate power supply, repairs necessary due to operator negligence, the failure to maintain the equipment according to the owner's manual instructions, burning-in caused by a constant pattern, failure of or improper use of any electrical source, abuse, vandalism, computer viruses, theft, fire, flood, wind, surge, freezing, unusual atmospheric conditions, telephone failure, or acts of war or acts of God.**
- e) 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, handles, hinges, trim and/or appearance parts or external accessory items such as electrical connections. 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) Service necessary because of improper storage, improper ventilation, reconfiguration of equipment, use or 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.**

**i) 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 manufacturer warranty regarding the equipment.**

**j) Equipment sold without a manufacturer's warranty or sold "as is". Refurbished products with less than an original manufacturer 90 days parts or labor warranty. New products with less than 30 days left on the original manufacturer warranty.**

**k) In-warranty parts not provided or shipped by the manufacturer or an authorized Service Net servicer. Damage covered by manufacturer's warranty, manufacturer's recall, 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.**

**l) 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 business and/or commercial operation.**

**m) Normal, periodic or preventive maintenance, customer education, and cleanings.**

**n) Consequential damage to or spoilage of CD's, diskettes, 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 Contract.**

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

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

**q) Consequential damages or delay in rendering service under this Contract, or loss of use or data during the period that the product is at the authorized service center or otherwise awaiting parts. You are responsible for creating back-up copies of all Your data and software on a regular basis.**

**14. CLAIMS LIMITS.** The total payment(s) for all claims under this contract shall not exceed the original retail price paid less sales tax of the covered product or system, except in those cases in which the No Lemon Guarantee applies.

**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 purchased You will receive a refund of the full purchase price from the place of purchase, less any claims. If You cancel this Contract thereafter, You are required to call 888-638-7377 or submit Your request in writing to Dealer Support, Service Net, 650 Missouri Ave., 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. NO LEMON GUARANTEE.** When three service repairs, with three separate claim numbers, have been completed on the same component, and that 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. Preventative maintenance checks, cleanings, product diagnosis, customer education and accessory repairs or replacement are not considered repairs for the purposes of this claims limitation. This does not include repairs necessary during the manufacturer's warranty period. Once you have received your product replacement all contractual obligations under this Contract have been fulfilled.

**17. STATE VARIATIONS.** Certain states have specific conditions; please visit [www.microcenter.com/help/protection\\_plans.html](http://www.microcenter.com/help/protection_plans.html) for a complete list of state variations.

**18. COVERAGE AND TERM FOR ACCIDENTAL DAMAGE PROTECTION (ADP) CONTRACTS. This is not an insurance policy.** 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 mechanical or electrical failure, You are required to call 866-700-7992 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. 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. Parts and on-site service already covered under the original warranty will be provided under that warranty and no liability shall be established hereunder if covered by an original manufacturer's warranty. There are some limitations of coverage. You should review the limitations of coverage paragraph for details.

**19. ENTIRE CONTRACT.** This is the entire Contract and no other 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.**