

# 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 or Oklahoma, Service Net Solutions of Florida, LLC ("Service Net") is contractually obligated to You to provide service under this Contract.

### TO OBTAIN AUTHORIZATION FOR REPLACEMENT:

- Bring your failed product back to a Micro Center store location.
- Have this Contract, Your Contract number, and the original product receipt available.
- Micro Center will verify that the product is defective and issue instructions on obtaining the replacement product.
- Authorization for replacement will be validated by Service Net at which time the defective product will become the property of Service Net and must be left at Micro Center for reclamation.
- You will receive a Micro Center gift card in the amount of the original purchase price, excluding sales tax.
- Contractual obligations are considered fulfilled upon replacement, reimbursement or term expiration.

**1. TERM OF COVERAGE.** Coverage extends from the expiration of the manufacturer's product warranty for the term (1 or 2 years) purchased.

**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 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 manufacturer specifications, it will be returned to You.

**3. LIMIT OF LIABILITY.** Maximum liability under this Contract shall be the cost of one (1) replacement with a Product of equal value or two (2) reimbursement of the retail price paid for the products minus sales tax. This Contract provides for only the one-time replacement of the Product via a Micro Center gift card. This Contract will expire at the time of this replacement or reimbursement for replacement or term expiration.

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

### 5. LIMITATIONS OF COVERAGE. THIS CONTRACT DOES NOT COVER:

**A) ANY EQUIPMENT LOCATED OUTSIDE THE UNITED STATES OF AMERICA, CANADA OR PUERTO RICO.**

**B) INSTALLATION, REMOVAL, OR REINSTALLATION OF ANY EQUIPMENT.**

**C) 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.**

**D) 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, CABINETS, 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.**

**E) NORMAL, PERIODIC OR PREVENTIVE MAINTENANCE, CUSTOMER EDUCATION, AND CLEANINGS.**

**F) LOSS OR DAMAGE AS A RESULT OF VIOLATION OF EXISTING FEDERAL, STATE AND MUNICIPAL CODES INCLUDING REPAIRS TO PRODUCTS NOT COMPLYING WITH SAID CODES.**

**G) PRE-EXISTING CONDITIONS (INCURRED PRIOR TO THE EFFECTIVE DATE OF COVERAGE) AND KNOWN TO YOU.**

**H) 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.**

**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 WARRANTY REGARDING THE EQUIPMENT.**

**6. CANCELLATION AND REFUND.** You may cancel this Contract at any time for any reason. If You cancel this Agreement 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 Agreement 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 Agreement beyond the current term.

**7. 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.

**8. 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.

**9. 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 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, Great American Insurance Company, 49 East Fourth Street, Suite 800, Cincinnati, Ohio 45202. Phone number 1-800-280-0352. 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.

**10. ENTIRE CONTRACT.** This Contract, including the terms and conditions, limitations, exceptions, and exclusions, constitutes the entire Agreement. Rights under this Contract may vary from state to state.

**11. 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.**