

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, **New Hampshire 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 total liability owed to You under this Contract will be the lesser of (I) the current market value of a Product of like grade and quality; or, (II) the retail price paid for Your Product minus sales tax and claims paid, in lieu of service repairs or replacement of a Product of like grade and quality. Technological advances may result in a replacement Product with a lower selling price than the original Product.

In the event We (I) replace the Product with a Product of like grade and quality; (II) reimburse You for the current market value of a Product of like grade and quality; or (III) reimburse You for the retail amount of the Product, minus claims, minus sales tax, We shall have satisfied all obligations owed under this Contract and the covered Product becomes the property of Service Net and We may, at Our discretion, require the product to be returned to Us (or Our designee) at Our expense.

Power Surge and Spike:

This service plan protects against operational failure of a covered Product if a failure occurs while connected to a surge protector accepted by the Underwriter's Laboratory. Your surge protector may be collected by Us for examination.

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 of all Products 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 for an onsite repair, if applicable, You must call to cancel the appointment one (1) business day prior to the agreed upon time of service or 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. Technological advances may result in a replacement product with a lower selling price than the original Product. If We replace the product or 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.

3.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.

4.PLACE OF SERVICE. After We authorize Your claim, We will either (a) repair Your product with new or refurbished parts, or (b) replace it with a new or a refurbished product of like grade and quality. The decision to repair or replace will be made solely by Us. If Your product requires repair, service will be provided by an authorized service center, the retailer or dealer where Your Service Contract was purchased or by subcontractors. Onsite, Carry-In, or Mail-In Depot Service will be determined by Us at Our determination, unless You have purchased Onsite service. 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.**

Onsite service where applicable requires clear, complete and easy access to the product by the authorized servicer and does not include removal or re-installation of an installed product. It is possible that certain on-site repairs will not be completed onsite, but will require that the product or parts of the product, at the servicer's discretion, be removed for shop diagnosis and/or repair and then returned. If on-site service cannot be attempted in Your residence due to environmental and/or technical requirements, or if You are located more than fifty (50) miles from the nearest authorized service center, the cost to transport and/or ship Your Product for service will be covered under Your service plan and will go against Our total dollar limit owed to You under this Service Contract.

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

6.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 a Product of like grade and quality; or, (II) the retail price paid for Your Product minus sales tax and claims paid, in lieu of service repairs or replacement of a Product of like grade and quality. In all cases where parts or technical information are on extended backorder for a minimum of sixty (60) calendar days, We will determine if a replacement or reimbursement will be made. All contractual obligations are fulfilled, in lieu of repairs, upon Product replacement, reimbursement or Contract term expiration and the covered Product becomes the property of Service Net and We may, at Our discretion, require the Product to be returned to Us (or Our designee) at Our expense. Technological advances may result in a replacement Product with a lower selling price than the original Product.

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. Products located outside the continental United States, Alaska, or 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 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, animal or insect damage, acts of war or acts of Nature.

d. 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.

e. 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.

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. Equipment used in recreational vehicles is not covered.

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, knobs and dials, handles (unless critical to the function of the Product). 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. Consumable items include, but are not limited to: for Computers, Laptops, and Peripherals: batteries; for Printers, Copiers, and Multifunctional Equipment: ink, fuser, roller kits, maintenance kits, paper trays, and any toner/cartridge; light bulbs, lamps (unless purchased as additional coverage), and batteries; for all products: telephone or other lines connecting to the equipment.

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 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 30 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. Plans are not available or valid on products used for: commercial purposes (multi-user organizations,) public rental or communal use.

p. Equipment sold without a manufacturer's warranty or sold "as is" or refurbished Products.

q. Normal, periodic or preventative maintenance and/or checkups, including but not limited to customer education, adjustments, cleanings, and convergence.

r. Loss or damage as a result of violation of existing federal, state or municipal codes including repairs to Products not complying with said codes.

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

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

u. Television or personal computer monitor screen imperfections, including normal wear and tear or cosmetic damage, markings or retained images on glass panel resulting from viewing fixed images (including, among other things, non-expanded standard 4:3 pictures on wide screen TVs, video game images, or onscreen data in stationary and fixed location). All display products that are used in an application that requires continuous and/or business operation unless additional coverage is purchased.

v. Damage resulting from unauthorized repair; software virus; or electrical wiring and connections; damage caused during delivery or removal, improper installation, or setup including, but not limited to packing, unpacking or assembly, user facilitated minor adjustments and settings outlined in the Product's owner's manual, external antenna or local reception problems, inaccessible products or parts, negligence, misuse or abuse whether willful or not.

w. Non failure problems that do not require parts and intermittent issues. Subsequent trip charges may need to be paid by You if a second "no failure found" diagnosis is determined based on the same problem.

x. Misuse, abuse, rentals, unauthorized repairs and/or parts by others, parts designed for replacement during the life of the Product such as bulbs and filters, squeaking or other noises.

y. 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.

z. 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 of failed pixels 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.

aa. Electronics and PC equipment over 5 years of age.

bb. Installation, removal, or reinstallation of any equipment.

cc. 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.

dd. Parts or accessories that are used in conjunction with Product specified under this Contract that enhances the performance of the covered Product.

ee. Any cost recoverable under any other warranty, guarantee, or under an insurance policy (in such case, this Contract will cover any applicable deductible).

ff. Damage which is not reported prior to the expiration of this Contract.

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, or previous service Contract terms.** 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 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). Neither You nor the Dealer nor We are obligated to renew this Contract beyond the current term.

12. CLAIMS LIMITATION. The total claims limitation under this Contract is the original purchase price of Your Product minus sales tax, claims paid, delivery and installation. During the term of the Contract We may elect, at Our option, to buyout the Contract for the original purchase price of the covered Product minus claims paid, less sales tax, delivery and installation, or replace the Product with a comparable Product. Technological advances may result in a replacement Product with a lower selling price than the original Product. In the event We reimburse You or replace the Product We shall have satisfied all obligations under this Contract and the covered Product becomes the property of Service Net and We may, at Our discretion, require the Product to be returned to Us (or Our designee) at Our expense.

13. BUYOUT. We may elect, at Our option, to buyout the Contract during the coverage term for the lesser of (I) current market value of a Product with equivalent specifications or (II) purchase price of 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. **You have up to forty-five (45) days from the date of authorization to complete your product buyout transaction.** 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.

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

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

16.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.

17. 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.

18. 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 sixty (60) 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.

19. ENTIRE CONTRACT. This is the entire Contract and no other written or 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. Phone 1-866-558-2559.