

UBMicro IT Support Services Accidental Damage Plan Terms and Conditions

This document describes the terms and conditions of the Accidental Damage Plan (Plan) offered by UBMicro IT Support Services (UBMicro). By purchasing the Plan purchaser acknowledges receipt, understanding and acceptance of the Agreement Terms and Conditions described herein.

1. Definitions

“Agreement” or **“Plan”** - this Accidental Damage Plan Agreement and any documents incorporated herein by reference.

“Abuse” – improper usage or careless treatment of Product and/or intentional or reckless damage or destruction of Product.

“Eligible Product” – This Agreement is limited to qualifying Apple Computer products originally purchased from UBMicro.

“Original Configuration”- the hardware and operating system software covered under this Plan at the time of product purchase.

“Good Working Order” – the Original Configuration fully functional as determined solely by UBMicro.

“Purchaser” – the customer identified on the sales invoice issued with the Accidental Damage Plan purchase.

“Product” – the item identified on the sales invoice issued with the Accidental Damage Plan purchase.

2. Term of Agreement

Start Date: This Agreement is effective on the date Product was purchased as shown on the sales invoice.

End Date: This Agreement ends

- If the combined payments of all claims for any one product covered under this Agreement minus depreciation and obsolescence does not exceed the original purchase price of Product or if Product has not been replaced with another product, then Plan will terminate after three (3) calendar years from the purchase date.
- When the monetary value of Agreement has been depleted, or
- Product ownership is transferred.

3. Termination of Agreement

This Agreement is automatically terminated when:

- Product is lost or stolen. If Product is recovered after being lost or stolen, upon request by Purchaser, UBMicro may resume the Plan following its examination of Product and its sole determination of its being compliant with Original Configuration. The cost of the examination fee is solely the responsibility of Purchaser.
- The remaining monetary value of Agreement is less than the amount to facilitate a needed system replacement of Product or facilitate needed repairs for Product, and then the remaining monetary value of this contract will be given to you in the form of a gift card to be used at UBMicro. No checks for the remaining monetary value of the contract will be issued.

4. Non-Renewal

This Agreement is not renewable.

5. Service Territory

Product will only be eligible for qualified repairs under this Agreement if it is within the Continental United States.

6. Deductible

There is no deductible under this Agreement.

7. Purchaser Obligations

- This Plan only covers Product sold on the same invoice as the Plan. The Plan and the qualifying product serial numbers must match the serial number listed on the Purchaser's invoice. Purchaser may be asked to provide proof of purchase as a condition for receiving service under this Agreement.
- In order for this Agreement to be valid, an AppleCare Protection Plan must also be assigned to Product for the full term of Plan. The AppleCare Protection Plan and Agreement must be assigned to the same product with matching serial number as documented by the sales invoice.
- Purchaser must follow the instructions that are in the owner's manual for proper use, care and maintenance of Product. Failure to follow the manufacturer's maintenance and service guidelines may result in the denial of coverage under this Agreement. UBMicro strongly recommend (but does not require as a condition of this Agreement) the regular back up of data and software. This Agreement does not cover the cost of data recovery or any other consequential or incidental damages.

8. Service Provided

- This Agreement provides for the restoration of Product to Good Working Order after it has failed due to unintentional and accidental damage resulting from normal and customary use and handling of Product, such as drops and liquid spills that render Product inoperable.
- This Agreement is not an insurance policy or a manufacturer warranty. All non-accidental repair claims must be processed through an existing manufacturer warranty. If there is no existing manufacturer warranty available, then Purchaser is solely responsible for all repairs.
- Repairs are subject to parts availability and covered product accessibility. UBMicro will complete service as quickly as possible, but is not responsible for delays caused by factors beyond UBMicro's control, including, but not limited to, manufacturer's delays, unavailability of replacement parts, and shipment to a service facility, or acts of God.

9. Product Replacement

UBMicro reserves the right to replace Product with one of like kind and quality, not to exceed the original retail purchase price minus depreciation and obsolescence. Technological advances may result in a replacement product with an UBMicro selling price lower than the original product. Once Product is replaced, this Agreement will be considered fulfilled and coverage will end for Product. When Product is replaced, the original Product must be returned to the UBMicro and becomes the property of UBMicro.

10. Depreciation and Obsolescence

For purposes of full replacement, depreciation and obsolescence shall be calculated to be 2 ¾ % per month excluding shipping and taxes.

11. Parts and Labor Warranty

- At UBMicro's option, replacement parts will be new, rebuilt, or non-original manufacturer's parts that

perform to the factory specifications of the original product.

- Any qualified repairs made under this Agreement, parts and labor, made by UBMicro will be warranted by UBMicro for a period of 90 days. After 90 days, any repeat service needed on any parts and labor resultant from a qualified repair under this Agreement, will be Purchaser's sole responsibility, including the replacement of these parts and any subsequent labor.

12. Voided Manufacturer Warranty

UBMicro is an AppleCare Authorized Service Provider. However, repairs made under Plan may result in voiding the manufacturer's warranty coverage due to the nature of manufacturer warranty repair policies.

13. Limits of Liability

- The combined payments of all claims for Product covered under this Agreement shall not exceed the original purchase price of Product minus depreciation and obsolescence. If Product is replaced, Plan is considered fulfilled and coverage will end immediately for original Product.
- If Product is replaced, UBMicro is not responsible for any and all unused portions of any related manufacturer's warranty or extended warranty, service agreement, or insurance policy that may be in effect on Product at the time of replacement. It will be Purchaser's sole responsibility to acquire or purchase a new manufacturer's warranty or extended warranty, service agreement, or insurance policy on the replacement product.
- Neither UBMicro, nor its affiliates, partners, officers, directors, employees or agents are liable to Purchaser, or any subsequent owner or other user of Product, for any incidental or consequential damages, including, but not limited to, liability or damages for Product not being available for use, loss or corruption of data or software, personal injury, death, other indirect loss due to computer device failure, or any and all incidental, indirect, special or consequential damages arising out of or in connection with the use or performance of the computer device, even if Purchaser has advised UBMicro of the possibility of such damages. Purchaser expressly waives any claims described in this paragraph.
- Purchaser agrees and understands that UBMicro will not be responsible for any amount of damages above the aggregate dollar amount paid for the purchase of Product covered by this agreement.

14. Purchaser Responsibilities in Filing a Claim

- Purchaser must provide UBMicro written notice within 30 days of accidental damage occurrence.
- Purchase must fully complete, sign and return the Accidental Damage Report provided by UBMicro.
- Repair service will be available during regular business hours, local time, Monday through Friday, excluding holidays, and will be performed by authorized personnel.
- If Purchaser needs to file a claim, bring Product to UBMicro's service counter or call (716) 645-3554. Product invoice number and serial number should be available for the technical service representative. Once it is determined that Product has failed for a covered reason, then repair services will begin for Product.
- If Purchaser resides over 50 miles from UBMicro within the Continental United States Purchaser should call UBMicro for a Return Authorization Number. If it

is determined that the failed for a covered reason, a carton will be shipped to Purchaser within two business days with a return shipping label.

- Upon completion of the repair, Product will be available for pickup at UBMicro's location, or if Purchaser resides over 50 miles from UBMicro within the Continental United States, Product will be shipped to Purchaser's location
- If Product damage is not covered under this agreement, Purchaser will be responsible for all shipping costs.

15. Exclusions

The Plan does not cover loss or damage caused by or resulting from the following, even though any other cause or event contributes concurrently or in any sequence to the loss.

- Abuse of Product.
- Consumable items such as but not limited to: batteries, accessories, attachments or any other parts or materials that are designed to be consumed during the life of Product.
- Cosmetic defects, normal wear and tear, damage, or failures of non-operational components that do not inhibit the proper operation and performance of the covered product, such as but not limited to decorative finishing, handles, knobs, cracked cases, broken hinges, scratches, and dents.
- Costs or damage resulting from improper electrical wiring and connections.
- Costs related to any service request which results in customer education or no problem found.
- Costs which are recoverable under any product or manufacturer's warranty or extended warranty, service agreement, or insurance policy in effect at the time of the failure.
- Damage caused by any repair or attempted repair on Product by someone other than UBMicro or a repair representative assigned by UBMicro.
- Damage caused by unauthorized modifications or alterations.
- Delays or interruptions of any business, manufacturing or academic activity.
- Hardware added or replaced after the original purchase.
- LCD screen imperfections.
- Liquid immersion of any kind.
- Loss caused by or resulting from enforcement of any ordinance, law, regulation, rule or ruling regulating or restricting repair, replacement, alteration, use, operation, construction or installation.
- Loss of use.
- Loss or damage caused by any physical damage from a source external to Product, including but not limited to general environmental conditions, corrosion, negligence, misuse, abuse; vandalism, fire, war or act of war, nuclear incident, terrorism, earthquake, hurricane, use of damaged or defective media, or any act of God
- Loss or damage to covered Product either while in the course of transit, delivery, or redelivery.
- Manufacturer flaws which result in a recall.
- Normal maintenance, cleaning, or tune-ups; minor adjustments and settings outlined in Product owner's manual that the user can perform.
- Personal items left in Product to be repaired or replaced.
- Products whose serial number has been altered or removed.

- Recovery or transfer of data stored on Product. (Purchaser is solely responsible for all data stored on Product. UBMicro does not provide any data recovery services under this Agreement).
- Repair or replacement due to failure to properly install, setup, operate, maintain, or clean the covered Product in accordance with local codes and the manufacturer's printed instructions.
- Software corruption of any kind including but not limited to viruses, spyware, adware, malware, or malfunctioning CDs or DVDs.
- Software reinstallation of any kind, including the OS, even if the hard drive needs to be replaced. If Product hard drive needs to be replaced (covered under manufacturer's warranty) and Purchaser has original licensed OS software reinstallation discs, then UBMicro will load OS on hard drive as a courtesy.
- Theft and/or loss of Product.

16. Transferability

This Agreement is for the benefit of the original purchaser and may not be transferred.

17. Cancellation

To cancel this Plan, send a written request to the administrator at the address cited below. If you cancel within thirty (30) days Plan start date you will receive a full one hundred percent (100%) refund of the original Plan purchase price minus the total dollar amount of claims paid out as a result of repairs on this product. If you cancel after thirty (30) days from Plan start date, or at any time after UBMicro processes a claim, you will receive a prorated refund of the Plan price based on the days

remaining, less any claims that have been paid, less a cancellation fee of either twenty-five dollars (\$25) or ten percent (10%) of the Agreement price, whichever is less. UBMicro may cancel Plan at any time at its sole discretion in the event of Purchaser fraud, material misrepresentation, or failure to pay the Plan price.

18. General Terms

Applicable Law - This Agreement shall be governed by and construed in accordance with the Student Conduct Rules, Standards, and Administrative Regulations as defined, published and distributed by UB, and the laws of the State of New York, United States of America.

Notices - All notices and other communications required or permitted under this Agreement shall be served in person or by United States mail, postage prepaid, or overnight courier to the address below.

It must be in writing and signed by a duly authorized agent or representative of Purchaser and UBMicro.

19. Entire Agreement

This agreement and all documents referred to or incorporated herein by reference contain all the agreements, warranties, understandings, conditions, covenants and representations made between Purchaser and UB related to the subject matter of Agreement. Neither UB nor Purchaser shall be liable for any agreements, warranties, understandings, conditions, covenants or representations that are not expressly set forth in this Agreement. Any modification and amendments to this Agreement must be in writing and signed by a duly authorized agent or representative of Purchaser and UBMicro.

Plan Administered By

UBMicro IT Support Services
 109 the Commons
 520 Lee Entrance Road
 Amherst, NY 14228-2567

Customer Service: (716) 645-3554