

# SERVICE CONTRACT COMPREHENSIVE COVERAGE

## SERVICE CONTRACT

This document sets forth the entire agreement for the service plan under this service contract ("Service Contract") for the product listed on the front of this Service Contract (the "Product") between the Service Contract Administrator, hereinafter referred to as "We," "Us," and "Our," and the Purchaser, hereinafter referred to as "You" or "Your." No representation, promise or condition herein shall modify the terms of the Contract. 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.** If this Contract is purchased in Puerto Rico, SN Admin of (PR), Inc is contractually obligated to You to provide service under this Contract.

**1. WHAT IS COVERED.** We will furnish labor and parts necessary to repair operational or mechanical breakdowns of the Product as originally provided to You and covered by this service plan or provide You a replacement Product or buyout in cases where repair is not possible, in accordance with Sections 6, 9 and 10 below. The service plan also covers parts and accessories that are necessary for Your Product to function otherwise these parts and accessories are excluded in Section 12 below.

**Power Surge and Spike:** This service plan also protects against the operational failure of Your Product if the failure occurs while Your Product is connected to a surge protector. If this damage to Your Product is covered by Your homeowners insurance, We will reimburse You for the deductible. We have the right to ask You to provide Your surge protector for examination if You are asking for coverage under this Service Contract for this issue.

**Custom Installations:** If Your Product is installed inside custom cabinetry or other built-in unit, You must make Your Product accessible to the service technician. We are not responsible for any costs or cosmetic damage to these types of cabinetry as a result of the need to dismantle or reinstall Your repaired Product into Your cabinetry.

**2. ACCIDENTAL DAMAGE FROM HANDLING (referred to as "ADH").** If Your service plan covers ADH, it will be listed on the front of this Service Contract. Your Product is protected against accidental damage FROM HANDLING. ADH Coverage begins on the Product purchase date. Any claim for ADH is subject to the total dollar limit for Your Service Contract which is listed in Section 6 below. ADH only covers operational or mechanical failure of Your Product as a result of damage from an unexpected or unintentional external event, such as drops or spills, that arise from normal handling and use of the Product as intended by the manufacturer. It does not include protection against normal wear and tear, theft, loss, misplacement, viruses, reckless, abusive, willful or intentional conduct, cosmetic damage, missing parts and/or other damage that does not affect the unit functionality, and any other limitations listed in Section 12 below. In order to make a claim for coverage under ADH, You will have to provide an explanation of where and when the accident occurred as well as a detailed description of the event. Failure to provide this information will result in claim denial.

**3. TERM OF SERVICE PLAN.** You have coverage under Your service plan during the time listed on the front of this Service Contract.

**4. PAYMENT TERMS.** The purchase price for Your Service Contract is due in full before Your coverage under Your service plan will begin. If You do not pay the full amount, We, at Our sole option, may collect any unpaid portion of the purchase price prior to providing You coverage under the service plan covered by this Service Contract.

**5. TO OBTAIN AUTHORIZATION FOR SERVICE OR REPLACEMENT (replacements applicable to replacement contracts only).**

- Call the Extended Service toll free number listed on the front of this Service Contract.
- Have this Service Contract, Service Contract number listed on the front of this Service Contract, model number and serial number of Your Product, and the original Product receipt available.
- On replacement Contracts only, once authorization is obtained, You will be required at Your own expense to return the Product to Service Net as directed by Us.

**6. LIMIT OF LIABILITY.** The maximum total dollar limit We have to You under this Service Contract shall be the cost of: (i) repairs (including any applicable shipping costs, hardware repairs, onsite repair trip charges or applicable tax on parts and/or labor) totaling the retail price You paid for the Product minus tax and shipping, excluding costs for unsuccessful repairs (which is defined as additional repairs within 90 days of previous repair, for the same issue as originally reported, that did not resolve the originally reported issue); OR (ii) one replacement with a Sony product of like grade and quality, OR (iii) reimbursement of the retail price You paid for Your Product minus sales tax, shipping costs, and any claims already paid. Replacement Contracts provide for (i) the one time replacement of Your Product with another Sony product of like grade and quality, OR (ii) reimbursement of the retail price You paid for Your Product minus sales tax and shipping costs. This Service Contract will expire once the maximum total dollar limit (retail price You paid for the Product minus tax and shipping) has been reached or on the expiration date of Your Service Contract. The type of claim fulfillment is decided by Us at Our discretion.

## 7. IMPORTANT NOTES.

- Repairs recommended by the repairing facility unrelated to mechanical breakdown are not covered unless specifically authorized by Us.
- If a servicer will be servicing Your Product at Your location and You have scheduled an appointment, in the event You are unable to meet the servicer, You must call to cancel the appointment one (1) business day prior to the agreed upon time of service. Otherwise, You may be responsible for paying the servicer directly for the trip charge for the second or more rescheduled repair(s).
- You are responsible for the backup of all data on Your Product before You have Your Product serviced. We specifically do not represent that We will be able to repair any Product under this Service Contract or make a Product exchange without risk to or loss of programs or data on Your Product. The contents of Your Product may be deleted and the hard drive and/or storage media reformatted in the course of service. Your Product will be returned to You configured as originally purchased, subject to applicable updates. It is Your responsibility to back up the contents of Your hardware Product before services are performed and remove any data from parts or Products returned to Us, as well as any data You have stored or software You have installed on the hard drive including but not limited to, software, pictures, documents, videos, games, and music files. We are not responsible for any loss of Your data under any circumstances.

**8. TIME FOR SERVICE.** Service on Your Product will be performed during the hours of 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays.

**9. SERVICE AND PLACE OF SERVICE.** Service will be provided by a manufacturer authorized service center, the retailer or dealer where Your Service Contract was purchased or by subcontractors. If You purchased or are otherwise entitled to on-site service but due to environmental and/or technical requirements certain repairs cannot be completed in Your residence, 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 to You under this Service Contract.

**10. PARTS AND REPLACEMENTS.** Parts used to repair Your Product may either be new or refurbished parts and Products used to replace Your Product (under replacement Contracts only) may be either new or refurbished Products as decided by Us at Our sole option. Original parts or Product (under replacement Contracts only) that are replaced are Our property.

**11. UNAVAILABILITY OF FUNCTIONAL PARTS, TECHNICAL INFORMATION, OR PRODUCT UNREPAIRABILITY.** If We determine that We are unable to repair Your Product, We will resolve the claim, at Our discretion, with a replacement Sony product of like grade and quality or reimbursement of the retail price You paid for Your Product minus sales tax, shipping costs, and any claims already paid for prior unrelated issues but which shall not include repair costs for unsuccessful repairs, neither of which will exceed Our total dollar limit to You under this Service Contract. Unsuccessful repair is defined as additional repairs within 90 days of previous repair, for the same issue as originally reported, that did not resolve the originally reported issue. Parts must be on backorder for a minimum of thirty (30) days before one of these claim resolution alternatives will be considered. All Our contractual obligations to You under this Service Contract are fulfilled upon Product replacement, reimbursement of Your Product retail price under the conditions set forth above or expiration of the term of Your Service Contract, whichever comes first. Upon replacement or reimbursement of Your Product retail price under the conditions set forth above, the original product and all its originally included components become Our property.

## 12. LIMITATIONS OF COVERAGE FOR YOUR PRODUCT. THIS CONTRACT DOES NOT COVER:

- A. Any Product located outside of the United States of America and Puerto Rico.
- B. Damage to Your Product as a result of any type of shipping activity.
- C. Any Product failure related to external causes such as, but not limited to, improper storage, improper ventilation, reconfiguration of equipment, theft, loss, abuse, negligence, vandalism, acts of war, fire, weather related damage, or acts of God.
- D. Any use of Your Product that is inconsistent with either the design of the Product or the way the manufacturer intended the Product to be used, and any and all cases in which the Product manufacturer would not honor any warranty regarding the Product (except for ADH claims if ADH coverage is purchased).
- E. Expendable or consumable items. Consumable items can be defined as any item that is designed to wear or require replacement over time and regular use of the Product, such as, but not limited to batteries, fuses, lamps, exterior finishes (including rubbed off key letters on a keyboard), remote controls that did not come with the original Product and any type of removable accessories such as cables and data storage.
- F. Repairs to Product, including parts, or Product replacement covered by the manufacturer's warranty, manufacturer's recall, or similar manufacturer's incentive or repair program (regardless of whether or not the manufacturer is doing business as an ongoing enterprise).
- G. Operational or mechanical failure of Your Product which is not reported to Us prior to expiration of this Service Contract.
- H. Any software, any loss of software or data, or support, configuration, installation or reinstallation of software or data.
- I. Hardware or accessories that are not part of the original standard configuration of the unit at time of purchase OR Products sold without a manufacturer's warranty, sold "as is" or sold secondhand.
- J. Normal, periodic or preventative maintenance, customer education/training, and cleaning of Your Product
- K. Problems that existed in Your Product prior to the effective date of coverage under this Service Contract, which are known to You.
- L. Your loss of use of Your Product caused by Our delays in rendering service or any related damages You have as a result of the issues with Your Product (known as consequential damages).
- M. Screen imperfections in Your Product, including 'burn in' or burned CRT phosphor, caused by video games, prolonged display of one or more signal(s), or other abuse. All display products that are used in an application that requires continuous and/or business operation. Broadcast grade product models are not covered by this service plan. Repair of minor resolution (pixels) issues that do not affect overall viewing of the screen; issues must match the manufacturer's minimum failure standard before an authorized repair will occur.
- N. Products used in a commercial environment, which is defined as non-residential, multi-user, communal or industrial use. VAIO products used in an office environment, in which administrative, clerical or professional activities are conducted, do not fall under this exclusion.
- O. Damage to Your Product resulting from an unauthorized repair; software virus; improper electrical wiring and connections.
- P. Shipping or transportation damage, improper installation or setup, user facilitated minor adjustments and settings as outlined in the Product manual.
- Q. External antenna or local reception problems.
- R. Costs of additional service calls by the authorized servicer which result in a "no failure found" diagnosis. Non-failure problems, including but not limited to, noises, squeaks, simple paper jams not requiring parts, and intermittent issues are not product failures. Additional service call charges may need to be paid by You if a second or more "no failure found" diagnosis is determined by the authorized servicer based on the same problem.
- S. Installation/de-installation of Your Product unless a custom installation service option is purchased.
- T. Any cost recoverable under any other warranty, guarantee, or under an insurance policy (in such case, this Service Contract will cover any applicable deductible).

**13. NO LEMON GUARANTEE.** During the term of this Service Contract, when three service repairs, with three separate claim numbers, have been completed on the same part, and that same part requires a fourth claim number, as determined by Us, Your Product will be replaced with a Sony 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, rework within the warranty period provided by the service company repairing Your Product under this Service Contract, or repairs performed during the term of previous service contracts.** Once You have received replacement of Your Product, all Our contractual obligations to You under this Service Contract have been fulfilled.

**14. DEDUCTIBLE.** There is no deductible for claims under this Service Contract.

**15. RENEWABILITY.** Your Service Contract is renewable at Our discretion.

**16. CANCELLATION AND REFUND.** You may cancel this Service Contract at any time for any reason through the retailer or dealer You purchased it through. If You cancel this Service Contract within sixty (60) days of the date You purchased it, You will receive a refund of the full purchase price less any claims paid. If You cancel this Service Contract any time after the first sixty (60) days, You will receive a prorated refund of Your purchase price less any claims paid (unless otherwise noted on the front of this Service Contract). If You were allowed to make installment payments and do not make all payments, We, at Our sole option, may cancel this Service Contract due to Your non-payment. **If We cancel this Service Contract due to non-payment, You will not receive a refund.**

**17. STATE VARIATIONS.** There may be variations in these terms and conditions due to the laws of the state in which You made the purchase of Your Product. Applicable state variations are listed on the front of this Service Contract.

**18. TRANSFERABILITY.** You may transfer this Service Contract along with the transfer of Your Product to any person by sending written notice to: Service Net, P.O. Box 1411, Jeffersonville, IN 47131-1411. Onsite service is not transferable outside of the United States.

**19. RIGHT TO RECOVER FROM OTHERS.** If We make any payment to You, We are entitled to recover what We paid from other parties. By You accepting payment and settlement of a claim, You transfer to Us Your right to recover money from any other party.

**20. 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.**

**21. ADDITIONAL INFORMATION. This is not an insurance policy.** As the administrator, We will assist You in understanding Your warranty and/or coverage benefits from the day You purchase Your service 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 Service 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. If We fail to pay or provide service on a claim within thirty (30) days after proof of loss has been filed by You, or in the event We are no longer a going concern, You are entitled to make a written claim directly against the Insurer, Illinois National Insurance Company or New Hampshire Insurance Company Inc., 80 Pine Street, 13th Floor, New York, NY 10005. The Insurer's telephone number is 800.250.3819. Please enclose a copy of Your Service Contract when sending correspondence to the Insurer. The expiration date and price of this Service Contract are listed on the face of this Contract. There are some limitations of coverage. You should review the limitations of coverage in Section 12 for details.

**22. ENTIRE CONTRACT.** This is the entire Service Contract and it cannot be changed by something told or written to You by Our representatives or others.

**23. LIMITATION OF LIABILITY. THE MANUFACTURER, DEALER/RETAILER, SERVICE NET, AND ALL THEIR AGENTS, CONTRACTORS OR LICENSEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO YOU, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOST DATA RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY PRODUCT OR FROM DELAYS IN SERVICING YOUR PRODUCT OR THE INABILITY TO RENDER SERVICE ON YOUR PRODUCT. WE SPECIFICALLY EXCLUDE ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE WITHIN THIS SERVICE CONTRACT.**