

# SERVICE PLAN AGREEMENT NOTEBOOK COMPUTERS

**This Contract is administered by Service Net Warranty, LLC.**

**INITIATING SERVICE IS FAST AND EASY!**

If you need assistance with your Toshiba computer, just follow these simple steps:

## STEP 1 Preparation

- Product Information Label affixed to the bottom of your system.
- Prior to any service or repair, it is recommended that you backup the data on your hard drive to avoid potential data loss.

## STEP 2 Placing a Service Call

- Call the the Support Center at 1-866-257-8610, available 24 hours a day, 7 days a week.
- Select the "technical support" option. Once connected to technical support representative, they will guide you through troubleshooting steps and attempt to resolve your system problem.

If your system problem cannot be resolved over the phone, and the technical support representative has determined hardware service is required, you will be assisted in selecting your best available service option.

**A. Responsibilities.** This Service Plan Agreement ("Agreement") sets forth the entire contract between the Service Contract Administrator (hereinafter referred to as We, Us and Our), and the customer identified on the attached Certificate of Coverage ("COC") (hereinafter referred to as Customer, You and Your). 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 Agreement is purchased in Florida, SERVICE SAVER, INCORPORATED, 175 West Jackson Blvd, Chicago, IL 60604 (license number is 80173) is contractually obligated to You to provide service under this Agreement. Please refer to your COC for applicable state disclosures. The Toshiba computer product(s) ("the Product[s]") identified on the COC are subject to these terms and conditions. You are entitled only to the services identified on the COC for Products purchased and located in the fifty (50) United States, and the District of Columbia. In the fifty (50) United States and District of Columbia, Customer is entitled to warranty service through at least one of the following methods: Repair-Return Service through Toshiba's Notebook Depot or Carry-In Service (If Available). To determine which warranty service method(s) is available for your specific model, please visit our web site at <http://warranty.toshiba.com>. If more than one warranty service method is shown, one will be designated as primary; the others are secondary. Toshiba reserves the right to remove or add secondary warranty service methods at any time during the Limited Warranty Period. The primary warranty service method will not be removed during the Limited Warranty Period. We reserve the right to use reconditioned replacement parts or product that is equivalent or superior to original factory specifications. Replacement parts or products are covered under the applicable Service Plan for thirty (30) days or for the remainder of the Service Plan term, whichever is longer. Parts or products replaced under a Service Plan shall become Our property. This is not an insurance policy. As the Administrator, Service Net will assist You in understanding Your Service Plan 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 Support Center at 866-257-8610 or submit Your claim in writing to "Toshiba Service Plan Agreement" c/o 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, Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604, telephone number (800) 209-6206. Please enclose a copy of Your Service Plan when sending correspondence to the Insurer. The expiration date and price of this Agreement are listed on the COC. There are some limitations of coverage. You should review the Limitations of Liability and the Service Exclusions and Conditions sections for details.

**B. Eligibility.** 1. For the Extended Service Plan and On-Site Service Plans, Customer may purchase one or more of these Service Plan(s) within 12 months from the time of initial Product in new condition by the original owner. 2. For the SystemGuard®, ServiceExpress and Refurbished Product Service Plans, Customer must purchase one or more of these Service Plans within 30 days from time of initial purchase of the Product by the original owner. 3. All Service Plan(s) must be registered with Us in order for Customer to be entitled to the services identified on the COC. Activation of a Service Plan will occur upon valid registration of the Service Plan with Us as reflected in Our records. 4. No services will be rendered until all fees have been paid in full by the Customer.

**C. Term.** 1. For the Extended Service Plan, the term of this Service Plan begins on the date that the Standard Limited Warranty expires, and ends on the Expiration Date shown on the COC. 2. For all other Service Plans covered by this Agreement, the term of the Service Plan begins on the date the Product was purchased by the original owner in new condition and expires on the Expiration Date shown on the COC.

**D. How to Obtain Service.** To obtain service and repair for the Product, contact the Support Center at 1-866-257-8610. Customer must provide the serial number, model and location of the Product, and a description of the problem. A technical support specialist will help you diagnose the problem. If the Product requires a hardware repair, service can be obtained under the applicable service plan.

**IMPORTANT NOTE:** Repairs recommended by the repairing facility not necessitated by operational or mechanical breakdown during normal use are not covered under any Service Plan 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 items 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, 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 the Product is found to be performing to the manufacturer's specifications, it will be returned to You. Notwithstanding anything herein to the contrary the total liability under all Service Plans and under this Agreement is the purchase price You paid for the Product minus claims paid and sales tax. We may elect, at our option, to buyout this Agreement during the coverage term for the original purchase price of the Product minus claims paid and sales tax. To determine which repair method(s) is available for your specific model, please visit <http://warranty.toshiba.com>. If more than one warranty service method is shown, one will be designated as primary; the others are secondary, unless Your original Standard Limited Warranty provided for on-site service or You purchased the On-Site Repair Service or HotSwap Service Plans. For depot service You will be responsible for delivering Your Product to Us at Your cost and We will be responsible for delivering Your repaired Product to You at Our cost.

**E. Service Plans.** (Refer to COC to determine which Service Plan(s) applies to Your Product.)

1. Extended Service Plan. This coverage pertains to You if listed on the COC and purchased prior to the expiration of the Standard Limited Warranty as stated in above Section B.1, Eligibility. We will furnish labor, parts, and/or replacement equipment (or pay for same) necessary to repair operational or mechanical breakdowns of the Product specified on the COC, 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 the Service Plan.

2. Service Express Service Plan. This coverage pertains to You if listed on the COC and purchased within thirty (30) days from the time of initial purchase of the Product as stated above in Section B.2, Eligibility. Customer is entitled to warranty service through at least one of the following methods: Repair-Return Service through Toshiba's Notebook Depot, or Carry-In Service (If Available) (a) For Depot Express service, We will arrange for (i) next business day overnight delivery of shipping materials to Customer, and (ii) provide instructions for next business day overnight shipment of the Product to the depot. Customer is responsible for packing the Product and for shipment to Us according to the instructions provided. Upon receipt of the Product, We will make reasonable efforts to complete the repair and return the Product to Customer by next business day overnight shipment (excluding weekends and holidays). (b) For Carry-In Express service, an Authorized Service Provider ("ASP") will make reasonable efforts to complete the repair by the next business day (excluding weekends and holidays) following receipt of the Product. A list of ASPs is available on-line at [warranty.toshiba.com](http://warranty.toshiba.com).

3. SystemGuard Service Plan (Accidental Damage from Handling ("ADH")). ADH pertains to You if listed on the reverse side of this Agreement. Your product is protected against accidental damage from handling. ADH 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 and all other coverage equal to the original purchase price of Your product (as indicated on your invoice). ADH only covers operational or mechanical failure from handling and does not include protection against normal wear and tear, theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the product, cosmetic damage and/or other damage that does not affect the unit functionality, damage caused during shipment between You and Our service providers and any other limitations listed in the Limitations of Coverage section. Any resultant damage from this type of treatment is NOT covered by this ADH program. The use of this coverage requires an explanation of where and when the accident occurred as well as a detailed description of the actual event. Failure to provide this information may result in claim denial.

4. On-Site Service Plan. This coverage pertains to You if listed on the COC and Your Product is covered under an Extended Service Plan or SystemGuard Service Plan and purchased as stated in above Section B, Eligibility. In order to receive on-site service You must assist in diagnosing issues with Your Product. If it is determined that You need a replacement part, We will ship the part to You. If you purchased On-Site service, Service Net may dispatch a service representative to Your location to install the replacement part. On-Site service shall be performed during normal business hours, 8:00 A.M. to 5:00 P.M. local Customer time, excluding weekends and holidays, based on part availability and delivery schedule. Customer is responsible for providing access to the Product, a reasonable work environment for the on-site technician, and reasonable cooperation with the technician. Service will be provided on condition that a person at least eighteen (18) years of age is present at all times. No services will be provided (a) outside a seventy-five (75) mile radius of a metropolitan area with a population of 50,000 or more, (b) certain remote areas, or (c) at airports, hotels, motels or mobile locations. If You are entitled to on-site service but due to environmental and/or technical requirements, certain repairs can not be completed at Your location, or if You are located more than (75) miles from a metropolitan area with a population of 50,000 or more, the cost to transport the product for service will be paid by Us.

**F. Service Exclusions and Conditions.** 1. This Agreement and all Service Plans exclude: (a) Service made necessary by accident, misuse, abuse, neglect, improper installation, or improper maintenance, except as otherwise provided under the SystemGuard Service Plan; (b) Repair of damage that is cosmetic only or does not affect Product functionality, such as wear and tear, scratches and dents, and scratched, faded or discolored keycaps; (c) Replacement of missing parts, the provision of retrofits, or preventive maintenance; (d) Installation or removal of accessory retrofits, peripheral equipment or computer systems of which the Product may be a part; (e) Replacement or fixes of software; (f) Repair or replacement of batteries, covers, plastics, AC adapters, or appearance parts such as interior or exterior finishes or trim; (g) Service made necessary by any external cause, including fire, theft, acts of God, alteration, problems arising from software or hardware not supplied by Us, power failures, surges or shortages, lightning, or repairs by persons other than those authorized by Us to service the Product; (h) Service on Product purchased and/or used outside the fifty (50) United States, and the District of Columbia; (i) Service on Toshiba branded or third party accessories, whether purchased with the Product or not; (j) Service made necessary by use of incompatible third party products; (k) Service of Product on which the TOSHIBA label or logo, rating label or serial number have been defaced or removed; (l) On-site service and repair of the Product (except as provided otherwise under the On-Site Service Plan or if the original Standard Limited Warranty provided with Your Product included on-site service); (m) Damage caused by use of the Product outside the usage or storage parameters set forth in the Product User's Guide (n) Modifications to the Product not approved in writing by Us; (o) Any and all cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment; (p) Equipment used in an industrial or commercial setting. An industrial or commercial setting is defined as non-residential, multiuser, communal or industrial use. Products used in an office environment, in which administrative, clerical or professional activities are conducted, do not fall under this exclusion. Equipment used in recreational vehicles is not covered; and (q) Any cost recoverable under any other warranty, guarantee, or under an insurance policy (in such case, this Contract will cover any applicable deductible).

2. The only effective protection for the data stored on a computer, such as on a hard drive, is a regular program of data backup. We disclaim responsibility for any lost, damaged, or destroyed software program, data or other information stored or residing on any media or any part of the Product covered by this Agreement, including without limitation, deletion or alteration of the contents of the hard drive or data storage media which may occur during service of the Product. BEFORE RETURNING ANY PRODUCT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. WE ARE NOT RESPONSIBLE FOR (1) DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA, OR (2) THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY TOSHIBA WHEN THE PRODUCT WAS MANUFACTURED.

3. If Customer authorizes Us to perform any services excluded under a Service Plan, Customer shall pay standard repair fees for such work. 4. If a reported problem cannot be reproduced during service, We may charge the Customer for labor costs incurred. 5. We may service Customer-replaceable parts by shipment of new or reconditioned replacement parts to Customer on an exchange basis. Upon receipt by the Customer of the replacement part, the original part becomes Our property, and shall be returned by Customer to Us at Our expense. Customer shall pay Us the retail value of the replacement part if We do not receive the original part within ten (10) days after.

Mini Notebook Service Plans. The Mini Notebook Service Plans below provide for the one-time replacement of the product with another product of like grade or quality, including a manufacturer refurbished product, at which time the service plan will be deemed to be completely fulfilled and shall immediately terminate upon your receipt of the replacement product.

(1) Mini Notebook Extended Service Plan This coverage pertains to You if listed on the COC. Coverage will end prior to the expiration date shown on the COC when We have, as a result of service provided to You, replaced Your Product with a product of like grade or quality, including a manufacturer refurbished product, due to operational or mechanical breakdowns of the Product specified on the COC, provided such replacement is necessitated by Product failure during normal usage. The Product specified and covered includes only equipment as originally configured;

(2) Mini Notebook SystemGuard Accidental Damage Service Plan (Accidental Damage from Handling) SystemGuard pertains to You if listed on the COC. Your Product is protected against accidental damage from handling ("ADH"). ADH coverage will end prior to the expiration date shown on the COC when We have, as a result of service provided to You, replaced Your Product with a product of like grade or quality, including a manufacturer refurbished product, due to operational or mechanical failure from handling and not including protection against normal wear and tear, theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the Product, cosmetic damage and/or other damage that does not affect Product functionality, damage caused during shipment between You and Our service providers and any other limitations listed in the Limitations of Liability section or the Service Exclusions and Conditions section or otherwise set forth in this Agreement. Any resultant damage from this type of treatment is NOT covered by this SystemGuard Service Plan.

**G. No Lemon Guarantee.** During the term of this Agreement, when three service repairs, with three separate claim numbers, have been completed on the same component, and that same 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. This does not include repairs necessary during the terms of the standard limited warranty on the product or previous service contract terms. Once you have received your product replacement all contractual obligations under this Contract have been fulfilled.

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**H. Power Surge and Spike.** This Service Contract provides power surge protection in excess of any other insurance coverage when failure occurs while connected to a surge protector approved by the Underwriters Laboratory. Your surge protector may be collected by Service Net for examination.

**I. Limitation of Liability.** 1. Notwithstanding anything herein to the contrary, our maximum liability under this agreement shall be limited to the total monies paid by customer for the original purchase price of the product minus claims paid and sales tax. This limitation shall apply regardless of the form of legal action. 2. In the event we replace the product with a comparable product or reimburse you for the original purchase price, minus claims paid and sales tax, we shall have satisfied all obligations owed under this agreement. We may elect, at our option, to buyout the agreement during the coverage term for the product's original purchase price minus claims paid and sales tax. 3. Repair, replacement, or refund Of the service plan price, are the customer's exclusive remedies for breach of this agreement. We disclaim all other warranties, express or implied, regarding the services, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third party intellectual property rights. Some state laws do not allow the exclusion of implied warranties. Any implied warranties that may be imposed by law are limited in duration to the term of this agreement. 4. To the maximum extent permitted by law, we shall not be liable to customer for indirect, special, incidental, or consequential damages arising from the services provided under this agreement, delay in furnishing services, or failure to furnish services, including without limitation, loss of data or software, loss of use or lost profits, whether based in contract, tort or otherwise, even if we have been advised of the possibility of such damages. Some states do not allow the limitation or exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to the customer. This Agreement gives the customer Specific legal rights, and the Customer may also have other Rights which vary from state to State. Conditions listed on the COC apply to you.

5. Critical Applications. The Service Plans are not intended for Products used in any "critical applications." "Critical applications" means life support systems, medical applications, connections to implanted medical devices, commercial transportation, nuclear facilities or systems or any other applications where product failure could lead to injury to persons or loss of life or catastrophic property damage. ACCORDINGLY, WE RESERVE THE RIGHT TO REFUSE TO SERVICE ANY PRODUCT USED IN A CRITICAL APPLICATION, AND DISCLAIM ANY AND ALL LIABILITY ARISING OUT OF OUR SERVICE OR REFUSAL TO SERVICE SUCH PRODUCT.

**J. Cancellation, Exchange and Transfer.** 1. Customer may cancel a Service Plan at any time during the term by providing written notice of cancellation to "Toshiba Service Plan Agreement" c/o Service Net at the following address: 650 Missouri Ave. Jeffersonville, IN 47130. If You cancel this Contract within thirty (30) days of the date purchased You will receive a refund of the full purchase price less any claims paid. If you cancel this Contract thereafter, You will be refunded the remaining days of coverage on a monthly prorated basis, less any claims paid. In addition to any other charges, We reserve the right to assess a cancellation fee of ten percent (10%) of the price paid for the Service Plan(s), or \$25.00, whichever is less. 2. Customer may transfer service under this Agreement to another Toshiba computer product if the Product is exchanged at the place of purchase for quality reasons. In the event of an exchange, Customer must provide written notice to the address in paragraph 1 of this section, along with the model and serial number of exchanged Product and the new product before service can be activated. 3. Customer may assign a Service Plan to a subsequent purchaser or assignee of the Product by providing written notice to "Toshiba Service Plan Agreement" c/o Service Net at the following address: 650 Missouri Ave. Jeffersonville, IN 47130, within thirty (30) days after the assignment. 4. Except as provided in Section J.2 or J.3 above, any purported transfer or assignment of a Service Plan is void.

**K. Deductible.** No deductible applies to this Contract.

**L. General.** 1. Nothing in this Agreement, or in a Service Plan, shall be construed as a Product warranty, or as a change or modification to the Standard Limited Warranty which was originally supplied with the Product. 2. We may subcontract the services provided under any Service Plan without notice to Customer. 3. This Agreement is the complete and exclusive agreement between Us and the Customer relating to the subject matter hereof. Any statements or representations made by resellers, ASPs or others that are inconsistent with this Agreement shall not be binding upon Us. No amendment or modification shall be binding unless made in writing and signed by an authorized representative. 4. We shall not be liable for delay in furnishing or failing to furnish service if such delay or failure is caused by an act of God, strike, governmental action or any other cause beyond Our immediate control. 5. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired. 6. Novation. If the obligor of a Service Plan assigns its obligations under the Service Plan, directly or indirectly, to an insurance carrier with an "AM Best" industry rating of A- or better, such new obligor shall become the obligor under the Service Plan and the original obligor shall have no further liability under the Service Plan. If You have any questions, require customer service, or wish to report a claim, please contact: Service Net, 650 Missouri Ave., Jeffersonville, IN 47130, or call the toll free number listed on the reverse side of this Contract.