TECHNOLOGY PRODUCT PROTECTION PLAN • SUMMARY TERMS & CONDITIONS

Service Plan Administrator (“Administrator”):
Safeware Inc. (“SAFEWARE”) • 5700 Perimeter Dr. Ste. E. • Dublin OH 43017
(800) 800-6132 • www.safeware.com

PRODUCT ELIGIBILITY: This Plan covers Products purchased as new and manufactured for use in the United States, which at the time of purchase included a manufacturer’s original warranty valid in the United States and providing minimum coverage of ninety (90) days parts and labor. Accessories and/or add-on options purchased separately and not essential to the basic function of the Product are not eligible for coverage.

WHAT IS COVERED: We agree to repair or replace Your Product in the event Your Product is rendered inoperable due to a mechanical or electrical Failure during the term of this Plan, if the Product is not covered under any insurance, warranty, guarantee and/or Plan. Parts used to repair or replace Your Product may be new, used, refurbished, or non-original manufacturer parts that perform to the factory specifications of Your Product. This Plan does not cover repair or replacement of the Product for any of the causes, or provide coverage for any losses set forth in the section entitled “WHAT IS NOT COVERED” below.

1. Repair Plan: In the event of a covered claim, We will furnish labor and/or parts required to repair the Failure of Your Product. Non-original manufacturer’s parts of like kind and quality may be used if the original manufacturer’s parts are unavailable. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to replace Your Product with a Product of equal or similar features and functionality, not necessarily the same brand.

2. Accidental Damage from Handling Coverage (ADH Coverage): ADH Coverage augments Your Plan by providing protection against sudden and unforeseen accidental damage to Your Product, provided such damage was in the course of regular use of the Product by You, subject to the exclusions below.

ADH Coverage does not provide protection against 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 unit functionality, or damage caused during shipment between You and Our service providers. If protective items such as covers, carrying cases or pouches, etc. were provided or made available for use with Your Product, it is expected that You will continually use these accessories for protection against damage to Your Product. “Abuse” is defined as Your intentional non-utilization of protective items during the use of Your Product, or Your treatment of the Product(s) in a harmful, injurious or offensive manner that may result in its damage. Any resultant damage from this type of treatment is NOT covered by ADH Coverage.

Technological advances may result in a replacement Product with a lower selling price than Your original Product. No refunds will be made based on the replacement Product cost difference. If Your Product is not repairable and a replacement Product is not available, We will reimburse You up to the original purchase price of Your Product, excluding taxes and less claims paid, if any, and this Plan will be fulfilled and all obligations satisfied. In no event shall Administrator or We be liable for any damages as a result of the unavailability of repair parts. You may be required to ship or deliver the defective Product prior
to receiving reimbursement or a replacement Product. Any and all parts or units replaced under this Plan become Our property in their entirety.

ADDITIONAL BENEFITS TO YOUR PLAN:

POWER SURGE PROTECTION: This Plan also covers the Failure of Your Product resulting from a power surge caused by power outage while Your Product is properly connected to a surge protector approved by Underwriters Laboratories Inc. POWER SURGE DOES NOT COVER DAMAGES CAUSED BY IMPROPER INSTALLATION OR CONNECTION TO AN INCORRECT POWER SOURCE. Coverage begins on date of purchase.

PLACE OF SERVICE: Your Plan includes Depot Service, You will be responsible for shipping the Product to the designated depot center. We will pay for shipping of the Product from and to Your residence. If Your Product qualifies for Carry-In Service, You are responsible for transporting Your Product to and from the designated service center. If Our diagnosis indicates that the failure is not covered by this Plan, You may be responsible for all service fees incurred for such diagnosis.

LIMIT OF LIABILITY: The total amount that We will pay for repairs or replacement made in connection with all claims that You make pursuant to this Plan shall not exceed the original purchase price of Your Product, less taxes. In the event We make payments for repairs, which in the aggregate, are equal to the original purchase price of Your Product or We replace Your Product (For iPads we may replace the product up to two(2) times for covered failures), We will have no further obligations under this Plan. IN NO EVENT SHALL THE TOTAL OF ALL CLAIMS OR REPLACEMENT EXCEED THE ORIGINAL PRICE PAID BY YOU FOR THE COVERED PRODUCT, LESS TAXES.

WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE. WE SHALL NOT BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN, INCLUDING INHERENT PRODUCT FLAWS.

PLAN TERMS:

Date of Purchase (DOP) Plans: This Plan begins on the date of Product purchase and is based upon the term of coverage, Product description and retail price limitations shown on Your sales receipt and continues for the period of time defined on Your sales receipt. This Plan is inclusive of the manufacturer’s warranty; it does not replace the manufacturer’s warranty but provides certain benefits during the term of the manufacturer’s warranty. During the manufacturer’s warranty period, any parts, labor or on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. Upon expiration of the shortest portion of the manufacturer’s original or factory-refurbished parts and/or labor warranty, this Plan continues to provide many of the manufacturer’s benefits as well as certain additional benefits listed within this Plan, and will furnish replacement parts and/or labor necessary to restore Your covered Product to standard manufacturer’s operating condition.

Accidental Damage from Handling (ADH) Coverage: ADH Coverage begins on the date of Product purchase and continues for the period defined on Your sales receipt. Coverage for the mechanical or electrical Failure of Your Product is subject to the PLAN TERMS described above.
IF YOUR PRODUCT NEEDS REPAIR: If you need to file a claim under this Plan, You must contact the Administrator for the appropriate authorized service center. Call the toll-free number at (800) 800-6132 between the hours of 8:00 AM and 5:00 PM eastern standard time or go online to www.safeware.com. For faster service, please have your proof of Product purchase (sales receipt) available when you contact the Administrator. THIS PLAN MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS. When you receive authorization for repairs, the service representative will advise you of the designated service center. A copy of the proof of Product purchase (sales receipt), and a brief written description of the problem must accompany your Product. We will not be liable for freight charges or damage due to improper packaging. Do not return your Product to your retailer unless so instructed by the Administrator. If your Plan expires during the time of an approved repair or replacement, this Plan is extended until the repair or replacement has been completed.

WHAT IS NOT COVERED: THIS PLAN DOES NOT COVER ANY LOSS, REPAIRS OR DAMAGE CAUSED BY OR RESULTING FROM:

(A) PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO YOU (PRE-EXISTING MEANS A CONDITION THAT WITHIN ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY RELATES TO THE MECHANICAL FITNESS OF YOUR COVERED MERCHANDISE PRIOR TO CONTRACT ISSUANCE);

(B) IMPROPER PACKAGING AND/OR TRANSPORTATION DAMAGE DURING SHIPMENT TO A SERVICE CENTER OR RELOCATION OF THE COVERED EQUIPMENT;

(C) INSTALLATION, REMOVAL, REINSTALLATION OR IMPROPER INSTALLATION OF COMPONENTS, UPGRADES, ATTACHMENTS OR PERIPHERALS;

(D) PRODUCTS AND/OR COMPONENTS THAT ARE USED IN APPLICATIONS THAT REQUIRE CONTINUOUS BUSINESS AND/OR COMMERCIAL OPERATION, OR ARE USED FOR COMMERCIAL, INDUSTRIAL OR PUBLIC USE PURPOSES OR OFFERED ON A RENTAL BASIS, OR COIN-OPERATED PRODUCTS;

(E) DAMAGE OR FAILURE CAUSED BY RIOT, NUCLEAR RADIATION, WAR OR HOSTILE ACTION, RADIOACTIVE CONTAMINATION, ETC.;

(F) DAMAGE FROM FREEZING OR OVERHEATING;

(G) NEGLECT, NEGLIGENCE, MISUSE, ABUSE, INTENTIONAL PHYSICAL/MECHANICAL/ELECTRONIC DAMAGE, PHYSICAL DAMAGE OR MALICIOUS MISCHIEF, THEFT OR MYSTERIOUS DISAPPEARANCE, VANDALISM, RUST, CORROSION, WARPING, BENDING, ANIMAL OR INSECT INFESTATION, ETC. TO THE COVERED PRODUCT OR ANY COMPONENT;

(H) DAMAGE OR OTHER EQUIPMENT FAILURE DUE TO CAUSES BEYOND YOUR CONTROL SUCH AS ENVIRONMENTAL CONDITIONS, EXPOSURE TO WEATHER CONDITIONS OR ACTS OF NATURE INCLUDING, BUT NOT LIMITED TO: FIRE, FLOODS, SMOKE, SAND, DIRT, MOISTURE, WATER DAMAGE OF ANY KIND, WHETHER FROM FRESH WATER, SALTWATER OR OTHER WATER INTRUSION, STORMS, WIND OR WINDSTORM, HAIL, EARTHQUAKE, ETC.;

(I) REPAIRS NECESSITATED BY OPERATION OUTSIDE THE MANUFACTURER OPERATIONAL OR ENVIRONMENTAL SPECIFICATIONS;

(J) BATTERY FAILURE OR LEAKAGE;
(K) COLLISION WITH ANOTHER OBJECT, COLLAPSE, EXPLOSION, UNLESS COVERED UNDER A PLAN WHICH SPECIFICALLY INCLUDES ANY OF THE DEFINED CAUSES;

(L) DAMAGE, WARPing, BENDING OR RUSTING OF ANY KIND TO THE HOUSING, CABINETRY, SUPPORTS, OUTSIDE CASING OR FRAME OF THE PRODUCT;

(M) IMPROPER OR INADEQUATE STORAGE;

(N) DAMAGE TO A COVERED PART CAUSED BY A NON-COVERED PART;

(O) IMPROPER INSTALLATION OF CUSTOMER REPLACEABLE COMPONENTS, MODULES, PARTS OR PERIPHERALS AND/OR INSTALLATION OF INCORRECT PARTS;

(P) ANY RESULTANT MALFUNCTION OR DAMAGE OF OR TO AN OPERATING PART OF THE COVERED PRODUCT FROM FAILURE TO PROVIDE MANUFACTURER’S RECOMMENDED MAINTENANCE OR OPERATION/STORAGE OF THE COVERED PRODUCT IN CONDITIONS OUTSIDE MANUFACTURER SPECIFICATIONS OR USE OF A COVERED PRODUCT IN SUCH A MANNER AS WOULD VOID COVERAGE UNDER THE MANUFACTURER’S WARRANTY OR THAT ARE USED IN A MANNER INCONSISTENT WITH THE DESIGN OF THE EQUIPMENT OR MANUFACTURER INSTRUCTIONS OR SPECIFICATIONS;

(Q) OPERATIONAL ERRORS ON THE PART OF THE CONSUMER;

(R) REMOVAL, INSTALLATION, REINSTALLATION, UNAUTHORIZED REPAIR, UNAUTHORIZED MODIFICATION OR ADJUSTMENT, ALTERATION OR MANIPULATION, OF ANY INTERNAL COMPONENT OR COVERED PRODUCT MADE BY ANYONE OTHER THAN AN AUTHORIZED SERVICE TECHNICIAN;

(S) DAMAGE RESULTING FROM COMPUTER VIRUSES;

(T) COVERED PRODUCTS SUBJECT TO A MANUFACTURER RECALL, WARRANTY OR REWORK TO REPAIR DESIGN OR COMPONENT DEFICIENCIES, IMPROPER CONSTRUCTION, MANUFACTURER ERROR, ETC. REGARDLESS OF THE MANUFACTURER’S ABILITY TO PAY FOR SUCH REPAIRS;

(U) EQUIPMENT SOLD WITHOUT A MANUFACTURER’S WARRANTY OR “AS IS”;

(V) COVERED PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS;

(W) CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS CONTRACT, OR LOSS OF USE OR DATA DURING THE PERIOD THE COVERED PRODUCT IS AT AN AUTHORIZED REPAIR FACILITY OR OTHERWISE AWAITING PARTS;

(X) NON-FAILURE PROBLEMS INCLUDING BUT NOT LIMITED TO NOISES, SQUEAKS, ETC.;

(Y) NORMAL PERIODIC OR PREVENTATIVE MAINTENANCE, USER EDUCATION, SET UP ADJUSTMENTS;

(Z) CLEANINGS OR ANY REPAIR COVERED OR SHOULD BE COVERED BY A MANUFACTURER WARRANTY, PLAN OR OTHER INSURANCE;

(AA) SOFTWARE AND SOFTWARE RELATED PROBLEMS;

(AB) REPAIRS FOR COSMETIC DAMAGE OR IMPERFECTIONS OR TO STRUCTURAL ITEMS;
(AC) FAILURE TO PRODUCT ATTACHMENTS NOT PROVIDED BY THE MANUFACTURER OR INCLUDED IN THE ORIGINAL SALE;

(AD) REPAIR OF LCD/PLASMA RESOLUTION/FAILURE, PIXEL BURNOUT OR OTHER IMAGE FAILURE NOT IN ACCORDANCE WITH THE MANUFACTURER’S SPECIFICATIONS AND/OR MINIMUM DISPLAY STANDARDS OR MINOR PIXEL ILLUMINATION ISSUES THAT DO NOT AFFECT THE OVERALL VIEWING OF THE PANEL SUCH AS, BUT NOT LIMITED TO, MISSING PIXELS, INTERMITTENT PIXELS, OR WRONG COLOR PIXELS;

(AE) ANY DAMAGE TO RECORDING MEDIA INCLUDING ANY PROGRAM, DATA OR SETUP RESIDENT ON ANY MASS STORAGE DEVICES INCLUDING BUT NOT LIMITED TO HARD DRIVES, CD-ROM DEVICES, FLOPPY DISKETTES, TAPE DRIVES OR TAPE BACKUPS AS A RESULT OF THE MALFUNCTION OF OR DAMAGE TO AN OPERATING PART OF THE COVERED PRODUCT;

(AF) SIGNAL RECEIPTION OR TRANSMISSION PROBLEMS RESULTING FROM EXTERNAL CAUSES;

(AG) REPAIR OR REPLACEMENT COSTS FOR LOST COMPONENTS NOT ORIGINALLY COVERED BY THE MANUFACTURER’S WARRANTY OR ARE CONSIDERED EXPENDABLE OR CONSUMER REPLACEABLE ITEMS OR ANY NON-OPERATING OR NON-MOTOR DRIVEN MECHANICAL PART;

(AH) COST OF REMOVAL OR DISPOSAL OF THIS PRODUCT IN ORDER TO COMPLY WITH EPA DISPOSAL REQUIREMENTS;

(AI) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY, OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED PRODUCT;

(AJ) SERVICE OR REPLACEMENT OUTSIDE OF THE UNITED STATES OF AMERICA OR CANADA;

(AK) SERVICE EVENTS NOT REPORTED DURING THE TERM OF THIS PLAN.

(AL) EXCLUSIONS SPECIFIC TO CERTAIN PRODUCTS:

In addition to any applicable exclusions listed above, We do not cover damage caused by or due to

(a) overheating caused by accumulation of dust, vermin or fan blockage; misuse and abuse;

(b) any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation; damage caused from refilled ink cartridges;

(c) corruption of any program; data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement.

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS PLAN DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO YOUR COVERED PRODUCT.

IF YOUR COVERED PRODUCT EXPERIENCES A FAILURE OR DAMAGE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION OR IN THE EVENT OF A REPAIR INCIDENT WHEREIN THERE IS A “NO PROBLEM FOUND” DIAGNOSIS FROM THE MANUFACTURER OR A MANUFACTURER-AUTHORIZED REPAIR SOURCE,
THEN YOU ARE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS AND/OR THE COST OF ON-SITE SERVICE.

SHOULD THE MANUFACTURER OF YOUR PRODUCT BECOME INSOLVENT OR SUBJECT TO BANKRUPTCY PROCEEDINGS OR THE MANUFACTURER NO LONGER PROVIDE PRODUCT SUPPORT AND ALL PARTS SOURCES HAVE BEEN EXHAUSTED DURING THE COVERAGE PERIOD OF THIS PLAN, ADMINISTRATOR AND WE SHALL BE EXCUSED FROM PERFORMANCE HEREUNDER AND YOU SHALL BE RECEIVE A FULL REFUND OF THE PURCHASE PRICE PAID BY YOU FOR THE PLAN LESS CLAIMS PAID.

ENTIRE AGREEMENT: This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for Your Product, constitutes the entire agreement and no representation, promise or condition not contained herein shall modify these items, except as required by law.

STATE VARITIONS APPLY

These terms & conditions are available by calling (800) 800-6132 to have a copy mailed to You.