

Service Contract Administrator/Obligor:

WCPS of Florida, Inc. (WCPS) P.O. Box 1189 Bedford, TX 76095 Telephone: (800) 262-2138

**<u>CONGRATULATIONS</u>**: You have just made a smart consumer decision to protect yourself from the future cost of repairing your new product by purchasing an OQO System Care Express Service Plan (the "Plan"). This Plan is an agreement between the Administrator, WCPS of Florida, Inc., 350 Bedford Street, Suite 203, Stamford, CT 06901, and you, the purchaser. WCPS of Florida, Inc. is a licensed service warranty association and a wholly owned subsidiary of Warrantech Consumer Product Services, Inc. (WCPS).

**PRODUCT ELIGIBILITY**: The protection offered under this Plan is among the most dependable and comprehensive available, offering coverage above and beyond that offered by the manufacturer. This Plan covers products purchased as new or factory-refurbished and manufactured for use in the United States, which at the time of purchase included a manufacturer's original or factory-refurbished warranty valid in the United States. In order to be eligible for a Plan, the manufacturer's original or factory-refurbished warranty must provide at least 90 days parts and labor coverage. This Plan covers mechanical and electrical failures (excluding the battery) that would normally be covered by the original manufacturer's written warranty, unless otherwise stated in the Exclusions from Coverage section of this document. Coverage only applies to products used non-commercially. Accessories and/or add-on options, whether purchased separately or with the computer product, and not essential to the basic function of the covered product are not eligible for coverage. Products sold through an Unauthorized Dealer or an Unauthorized Internet Provider do not carry an original manufacturer's parts and labor warranty and are therefore ineligible for coverage under the WCPS Preferred Service Plan and will be cancelled.

**COVERAGES**: System Care Express Plans: The OQO System Care Express Service Plans begin on the date of product purchase and continues for the period indicated on your sales receipt. Coverage under the System Care Express Plan is effective immediately upon the expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and labor warranty. During the manufacturer's warranty period, any parts, labor, or shipping covered by that warranty is the sole responsibility of the manufacturer. After the manufacturer's warranty expires, this Plan will furnish replacement parts, labor and shipping necessary to maintain your covered product. If service is needed because of a product failure during normal usage, the Administrator has the option to repair or replace the defective product with a product of equal or similar features and functionality. A replacement part or product may be new or refurbished. Accidental Damage Coverage under the System Care Express Plan will begin on the date of product purchase and continues for the period indicated on your sales receipt.

Technological advances may result in a replacement product with a lower selling price than the original product. No refunds will be made based on the replacement product cost difference. The most we will pay on any single repair or replacement is the price you paid for the original product, excluding taxes. Should the total cost of repairs or replacement(s) equal the price you paid for the original product, excluding taxes, our maximum liability has been met under this contract and there will no longer be coverage under the terms of this contract. Replacement products will include a manufacturer's warranty and the retailer has the option to offer an additional extended service contract on the replacement product. If the covered product is not repairable and a replacement product is not available, we will refund up to the product purchase price, excluding taxes, and this contract will be fulfilled and all obligations satisfied. If the covered product is deemed non-repairable or repair parts become unavailable during the coverage period of this Plan, we will replace the product with a product of equal or similar features and functionality. Replacement products may be new or rebuilt products. In no event shall the Obligor or Administrator be liable for any damages as a result of the unavailability of repair parts. In no event shall the obligation to administer claims extend beyond the term of coverage commencing upon the date of product purchase. You may be required to ship or deliver the defective product prior to receiving reimbursement or a replacement product. The Administrator and Insurance Company own all parts removed from repaired products or complete units replaced in their entirety. If it is determined the problem is not covered under the terms of the Plan or there is a "no problem found" diagnosis, you will be responsible for any related charges to the service center.



**IF YOUR PRODUCT NEEDS REPAIR:** If your covered product needs repair for mechanical or electrical failures, you are required to call 1-877-676-6688 to obtain authorization prior to having repairs made. For faster service, please have your dated proof of product purchase (sales receipt) available when you place the call. All repairs must be approved before they are performed. We will not reimburse you for repairs performed without prior approval or performed by unauthorized servicers or others. Do not return the covered product to your retailer unless so instructed by the Administrator. When you receive authorization for repairs, the service representative will direct you to a designated service center. A copy of the proof of product purchase (sales receipt), and a brief written description of the problem must accompany the product. We will not be liable for freight charges or damage due to improper packaging. If your product is covered under another valid service contract and/or insurance policy, this Plan will provide coverage over and above the other service contract and/or insurance policy. While we try to complete service as quickly as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer's delays, shipment to a service facility or acts of God.

**IMPORTANT CONSUMER INFORMATION**: This Plan is deemed a service contract under federal law. If we fail to pay or provide service on a claim within 60 days after proof of loss has been filed, you are entitled to make a written claim directly against the Insurer, Technology Insurance Company, 59 Maiden Lane, New York, NY 10038, 1-877-528-7878. Please enclose a copy of your Plan and proof of product purchase.

The cancellation provisions of the service contract apply only to the original purchaser of the service contract. For product exchanges or transfer of ownership, please review the "IMPORTANT CONSUMER INFORMATION" section in the complete terms and conditions.

**EXCLUSIONS FROM COVERAGE:** All Plans: This Service Contract does not cover any loss or damage resulting from: pre-existing conditions known to you (pre-existing means a condition that within all reasonable mechanical probability relates to the mechanical fitness of your covered merchandise prior to contract issuance); improper packaging for shipment to a service center; improper installation of components or peripherals; unauthorized repairs or modifications; improper use of electrical/power supply; loss of power; theft or mysterious disappearance; abuse, misuse, environmental conditions including, but not limited to: fire, floods, smoke, corrosion, sand, dirt, lightning, moisture or water damage, freezes, storms, wind or windstorm, hail, earthquake, or exposure to weather conditions; intentional or accidental damage by third parties; software and software related problems; covered products with removed or altered serial numbers; design deficiency; cosmetic or structural items; any costs associated with repairs or maintenance resulting from the product's inability to correctly recognize, distinguish, interpret or accept dates in the Year 2000 and beyond; pixel burnout not in accordance with the manufacturer's specifications; components and products used for commercial purposes; products provided for public use or rental. This Plan does not cover "no problem found" diagnosis from the manufacturer or any other third party. For a complete list of exclusions, please review the "EXCLUSIONS" section in the complete terms and conditions.

**DISCLAIMER OF CERTAIN LIABILITIES**: Under no circumstances shall the retailer, WCPS, or the Insurer be liable for indirect, consequential, or incidental damages (including damages for lost profits, business interruption, loss of data, and the like), even if any party has been advised of the possibility of such damages. This Plan will not cover any defects that are subject to a manufacturer's program of reimbursement. This Plan is not a warranty or insurance policy; it is a Service Contract. This Service Contract is not intended to create or limit any implied warranties concerning your product, which may or may not exist under applicable law.

## CANCELLATION/SPECIAL STATE REQUIREMENTS

This Plan is between WCPS of Florida, Inc., and you, the purchaser. You may cancel your service contract by informing the Dealer of your cancellation request. In the event the Plan is canceled by the warranty holder, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on behalf of the warranty holder. In the event the Plan is canceled by WCPS, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium.

## TO RENEW THIS SERVICE PLAN

To renew your coverage, please call 1-800-541-6014 on or before the expiration date of this Plan. Renewal prices will reflect the age of the product, current service costs, and product repair experience. Renewal prices will be available from WCPS upon request at time of renewal. *Note, not all products are eligible for renewal.* 



## DO YOU NEED PROTECTION FOR OTHER PRODUCTS IN YOUR HOME?

Contact WCPS for further information by writing to P.O. Box 1189, Bedford, TX 76095, Attn: Direct. For faster service, call 1-800-541-6014. Please have the model number, manufacturer, year of purchase, and other relevant information available when placing your call.

## These terms & conditions are available on our website at www.wcpsonline.com/OQOTC.