



Thank you for your recent purchase of our Extended Service Protection Plan. We hope you enjoy your new product with the added comfort and protection this plan provides. We are pleased to provide you with your Agreement. If you require any assistance, please feel free to contact our Customer Services Department. **We are open Monday through Friday from 7:00 AM to 10:00 PM (EST), Saturday from 8:00 AM to 9:00 PM (EST), and Sunday from 8:00 AM to 8:00 PM (EST).**

Thank you,

Customer Service

SERVICE AGREEMENT

DEFINITIONS: "We", "Us" and "Our" shall mean Dealer and/or its Administrator AMT Service Corp. In Florida "We", "Us" and "Our" shall mean Technology Insurance Company. "You" or "Your" shall mean the purchaser of the product(s) covered by this Service Agreement.

WHAT IS COVERED: In consideration of payment of the Service Agreement price, We will furnish or pay for labor and parts or replacement equipment required to repair a mechanical or electrical failure of the covered Product during normal usage for the term of this Service Agreement, if the Product is not covered under any other warranty or service contract. This Service Agreement 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) **Replacement Plan:** If You purchased a Replacement Plan, in the event of a Claim, We will replace the Product with a new, rebuilt or refurbished product of equal or similar features and functionality or, at Our sole discretion, reimburse You for replacement of the Product. Upon replacement of a Product, We will have no further obligation to replace the Product and You will not be entitled to make any further claims for its replacement.
- 2) **Repair Plan:** If You purchased a Repair Plan, in the event of a covered Claim, We will repair or, at Our discretion, replace the Product with a new, rebuilt or refurbished product of equal or similar features and functionality. Upon replacement of a Product, We will have no further obligation to repair or replace the Product and You will not be entitled to make any further claims for its repair or replacement.

DEDUCTIBLE: In the event of a failure to Your product, which is covered by this Service Agreement, You may be required to pay a Deductible of \$0.00 per repair or replacement of Your covered product.

PLACE OF SERVICE: If You purchased On-Site Service, we will arrange to repair or replace the Product at Your location during normal business hours. If you purchased Carry/Mail-In Service, You will be responsible for delivery or shipment, prepaid and insured, of the Product to Our authorized service facility for repair or replacement.

LIMIT OF LIABILITY: The total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the purchase price of the Product, less taxes. In the event that We make payments for repairs, which in the aggregate, are equal to the Purchase Price or We replace the Product with a new, rebuilt or refurbished product of equal or similar features and functionality, We will have no further obligations under this Service Agreement.

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 OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

TERM:

1. **Replacement Plan:** : This Service Agreement shall commence immediately upon expiration of the shortest portion of the manufacturer's original written warranty. If for example, the manufacturer provides a split warranty coverage program wherein the term durations are unequal for parts and labor (e.g., three months of labor and twelve months of parts coverage), and You have purchased a 12 month (365 days) extended service agreement, this plan shall commence on day 91 when the shortest portion of the manufacturer's warranty ends and will provide labor coverage through day 455. The product manufacturer has primary responsibility for replacement or repair of the covered product during the manufacturer's warranty period. This Service Agreement shall terminate completely upon replacement of Your product or at the end of the term specified in the sales documentation provided to You with Your purchase of the product and this replacement plan, whichever occurs first. All products replaced under this plan are the property of US in their entirety.
2. **Repair Plan:** This Service Agreement shall commence immediately upon expiration of the shortest portion of the manufacturer's original written warranty. If for example, the manufacturer provides a split warranty coverage program wherein the term durations are unequal for parts and labor (e.g., three months of labor and twelve months of parts coverage), and You

have purchased a 12 month (365 days) extended service agreement, this plan shall commence on day 91 when the shortest portion of the manufacturer's warranty ends and will provide labor coverage through day 455. Both parts and labor coverage under this agreement shall expire at the end of day 455. The product manufacturer has primary responsibility for replacement or repair of the covered product during the manufacturer's warranty period. It shall remain in effect, subject to the Limit of Liability defined above, for the term specified in the sales documentation provided to You at time of purchase. All products and/or parts replaced under this plan are the property of US in their entirety.

WHAT IS NOT COVERED: (A) ANY EQUIPMENT LOCATED OUTSIDE THE UNITED STATES OF AMERICA; (B) EQUIPMENT SOLD WITHOUT A MANUFACTURER'S WARRANTY OR SOLD "AS IS;" (C) REFURBISHED PRODUCTS WITH LESS THAN AN ORIGINAL NINETY (90) DAYS MANUFACTURER'S PARTS AND LABOR LIMITED WARRANTY; (D) MAINTENANCE, REPAIR OR REPLACEMENT NECESSITATED BY LOSS OR DAMAGE RESULTING FROM ANY CAUSE OTHER THAN NORMAL USE AND OPERATION OF THE PRODUCT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND OWNER'S MANUAL, INCLUDING BUT NOT LIMITED TO, THEFT, EXPOSURE TO WEATHER CONDITIONS, OPERATOR NEGLIGENCE, MISUSE, ABUSE, IMPROPER ELECTRICAL/POWER SUPPLY, ETC.; (E) UNAUTHORIZED REPAIRS, IMPROPER INSTALLATION OR ATTACHMENTS, TRANSPORTATION DAMAGE ; (F) COSMETIC DAMAGE TO CASE OR CABINETS OR OTHER NON-OPERATING PARTS OR COMPONENTS; (G) LACK OF MANUFACTURER SPECIFIED MAINTENANCE, IMPROPER EQUIPMENT MODIFICATIONS, VANDALISM, ANIMAL OR INSECT INFESTATION, RUST, DUST, CORROSION, DEFECTIVE BATTERIES, BATTERY LEAKAGE, OR ACTS OF NATURE OR ANY OTHER PERIL ORIGINATING FROM OUTSIDE THE PRODUCT; (H) TELEVISION OR PERSONAL COMPUTER MONITOR SCREEN IMPERFECTIONS, INCLUDING 'BURN-IN' OR BURNED CRT PHOSPHOR, CAUSED BY VIDEO GAMES, PROLONGED DISPLAY OF ONE OR MORE SIGNAL(S), OR OTHER ABUSE; (I) DIGITAL/VIDEO PROJECTOR AND "DLP" TYPE REAR PROJECTION TV'S BULBS; (J) DAMAGED OR DEFECTIVE LCD SCREENS WHEN THE FAILURE IS CAUSED BY ABUSE OR IS OTHERWISE EXCLUDED HEREIN; (K) ALL DISPLAY PRODUCTS THAT ARE USED IN AN APPLICATION THAT REQUIRES CONTINUOUS BUSINESS AND/OR COMMERCIAL OPERATION; (L) EQUIPMENT USED IN INDUSTRIAL SETTINGS; EQUIPMENT USED IN INDUSTRIAL SETTINGS MAY BE DEFINED AS: (I) ANY UTILIZATION OF EQUIPMENT THAT IS INCONSISTENT WITH EITHER THE DESIGN OF THE EQUIPMENT OR THE WAY THE MANUFACTURER INTENDED THE EQUIPMENT TO BE USED, (II) ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT; (M) ACCIDENTAL DAMAGE, CRACKED OR DAMAGED MONITOR, LAPTOP OR DISPLAY SCREENS, DAMAGE DUE TO WATER OR LIQUID MARKS AND/OR RINGS; (N) COMPONENTS NOT CONTAINED WITH THE HOUSINGS OF THE COVERED PRODUCT(S) SUCH AS KEYBOARDS, MOUSE, SPEAKERS, MODEMS, WIRING, ETC; (O) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT; (P) SERVICE NECESSARY BECAUSE OF IMPROPER STORAGE, IMPROPER VENTILATION, RECONFIGURATION OF EQUIPMENT, USE OR MOVEMENT OF THE EQUIPMENT, INCLUDING THE FAILURE TO PLACE THE EQUIPMENT IN AN AREA THAT COMPLIES WITH THE MANUFACTURER'S PUBLISHED SPACE OR ENVIRONMENTAL REQUIREMENTS; (Q) ANY UTILIZATION OF EQUIPMENT THAT IS INCONSISTENT WITH EITHER THE DESIGN OF THE EQUIPMENT OR THE WAY THE MANUFACTURER INTENDED THE EQUIPMENT TO BE USED; (R) ANY INSTALLATION THAT PREVENTS NORMAL SERVICE; (S) ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT; (T) FAILURE TO USE REASONABLE MEANS TO PROTECT YOUR PRODUCT FROM FURTHER DAMAGE AFTER A FAILURE OCCURS; (U) LOSS OR DAMAGE TO RECORDING MEDIA, SOFTWARE OR DATA; (V) CONSUMABLES SUCH AS BATTERIES, BULBS, TONER, RIBBONS, INK CARTRIDGES, DRUMS, BELTS, OR CONSUMER REPLACEABLE PRINTER HEADS; (W) UNAUTHORIZED TRANSPORTATION CHARGES IF SERVICE IS SPECIFIED ON YOUR SALES RECEIPT AS CARRY IN; (X) PRODUCT(S) WITH REMOVED OR ALTERED SERIAL NUMBERS. (Y) REPAIRS RECOMMENDED BY A REPAIR FACILITY NOT NECESSITATED BY MECHANICAL OR ELECTRICAL BREAKDOWN; (Z). PARTS USED TO REPAIR OR REPLACE MAY BE NEW, USED OR REFURBISHED AT OUR SOLE OPTION; (AA) ANY REPAIR THAT IS A RESULT OF IN-WARRANTY PARTS NOT PROVIDED OR SHIPPED BY THE MANUFACTURER; (AB) DAMAGE OR EQUIPMENT FAILURE WHICH IS COVERED BY MANUFACTURER'S WARRANTY, MANUFACTURER'S RECALL, OR FACTORY BULLETINS (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS AN ONGOING ENTERPRISE.); (AC) CLEANING, PREVENTIVE MAINTENANCE OR CUSTOMER EDUCATION; (AD) SYSTEMS OR COMPONENT(S) THAT ARE COVERED BY A MANUFACTURER'S WARRANTY, INSURANCE OR ANOTHER SERVICE CONTRACT; (AE) CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS CONTRACT OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT THE REPAIR CENTER OR OTHERWISE AWAITING PARTS; (AF) DAMAGE TO COMPUTER HARDWARE AND SOFTWARE CAUSED BY, INCLUDING, BUT NOT LIMITED TO, VIRUSES, APPLICATION PROGRAMS, NETWORK PROGRAMS, UPGRADES, FORMATTING OF ANY KIND, DATABASES, FILES, DRIVERS, SOURCE CODE, OBJECT CODE OR PROPRIETARY DATA, OR ANY SUPPORT, CONFIGURATION, INSTALLATION OR REINSTALLATION OF ANY SOFTWARE OR DATA; (AG) SERVICE REQUIRED AS A RESULT OF ANY ALTERATION OF THE EQUIPMENT OR REPAIRS MADE BY ANYONE OTHER THAN THE AUTHORIZED SERVICE PROVIDER, ITS AGENTS, DISTRIBUTORS, CONTRACTORS OR LICENSEES OR THE USE OF SUPPLIES OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER; (AH) CUSTOM INSTALLATIONS: PRODUCTS INSTALLED IN CABINETS AND OTHER TYPES OF BUILT-IN APPLICATIONS ARE ELIGIBLE FOR SERVICE AS LONG AS YOU MAKE THE PRODUCT ACCESSIBLE TO THE SERVICE TECHNICIAN. WE ARE NOT RESPONSIBLE FOR DISMANTLING OR REINSTALLATION OF FIXED INFRASTRUCTURE WHEN REMOVING OR RETURNING REPAIRED OR REPLACED PRODUCT INTO A CUSTOM INSTALLATION; (AI) COMPUTERS WITH ANY OPERATING SYSTEM OTHER THAN DOS, WINDOWS 95 OR HIGHER, MAC OPERATING SYSTEMS; (AJ) CHARGES RELATED TO "NO PROBLEM FOUND" DIAGNOSIS. NON FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO, ITEMS NOT COVERED, NOISES, SQUEAKS, ETC. INTERMITTENT ISSUES ARE NOT PRODUCT FAILURES.

WHAT TO DO IF COVERED PRODUCT REQUIRES SERVICE: Call Us at 877-723-5646 toll-free and explain the problem. We will attempt to resolve the problem You are experiencing over the telephone. If We can not resolve the problem, You will be directed to an authorized service center. **NOTE: THIS SERVICE AGREEMENT MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS.** We reserve the right to inspect the Product from time to time. Service will be provided during normal business hours and in the USA only.

RENEWAL: This Service Agreement may at Our discretion be renewed at the expiration of its term. When We offer to renew the Service Agreement, the renewal price quoted will reflect the age of the Product and the prevailing service cost at the time of the renewal.

TRANSFER OF SERVICE AGREEMENT: This Service Agreement may be transferred to any person in the United States by contacting Us at 877-723-5646 toll-free.

GUARANTEE: This is not an insurance policy. We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after Product has been returned or, in the event that You cancel this Service Agreement, and We, fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurance company, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 6th Floor, New York, NY 10038.

NOTE: THE ABOVE GUARANTEE DOES NOT APPLY TO SERVICE AGREEMENTS SOLD IN THE STATE OF FLORIDA.

SPECIAL STATE DISCLOSURES

Regulation of service plans may vary widely from state to state. Any provision within this Plan which conflicts with the laws of the state where you live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if your Plan was purchased in one of the following states and supersede any other provision within your Plan terms and conditions to the contrary.

FLORIDA only: The obligor and administrator under this plan is Technology Insurance Company. If you cancel this Plan, you will receive a refund equal to 90% of the unearned pro rata purchase price of the Plan, less any claims that have been paid. If we cancel this Plan, you will receive one hundred percent (100%) of the unearned pro rata purchase price of the Plan.

CANCELLATION: You may cancel this Service Agreement at any time. To arrange for cancellation of this Service Agreement, call Us at 877-723-5646 toll-free. The refund amount of the Service Agreement price will be prorated based on the remaining contract term minus any claims that have been paid or pending. Cancellation by Us will be done in accordance applicable state laws and regulations.

ENTIRE CONTRACT: This Service Agreement sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.

AMT – SkyMall T & C 01/06/06 Rev. A



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