

SERVICE CONTRACT

This form describes the protection You will have in return for payment by You. Please refer to Your Receipt to determine what type of Service Contract plan You have purchased. **You should keep Your Receipt with this Service Contract in a safe place.** This Service Contract sets forth the entire agreement between the Obligor and You for service for the Covered Product listed on the Receipt.

1. DEFINITIONS:

- A. "Obligor", "Provider", "We", "Us" and "Our" mean the company obligated under this Service Contract, which is **National Product Care Company**, except for a Service Contract purchased (i) in Florida, where such company is Service Saver Incorporated; in Florida, the license number is: 80173; (ii) in Texas, where such company is **National Product Care Company dba Texas National Product Care Company, Inc., all located at 175 West Jackson Blvd, Chicago, Illinois 60604, (800-209-6206).**
- B. "You" and "Your" mean the purchaser of the Covered Product(s) and any authorized transferee/assignee of the purchaser.
- C. "Administrator" means Micro Electronics, Inc. d.b.a. Micro Center 4119 Leap Road, Hillard, OH 43026, 800-490-5536.
- D. "Covered Product" means the item(s) which You received repair services from Micro Center and is covered by this Service Contract as shown on Your Receipt.
- E. "Micro Center" means the entity selling You Service Contract on the Covered Product.
- F. "Receipt" means the purchase order or sales receipt or declaration page indicating the cost of repairs performed on the Covered Product and Your purchase of the Service Contract.
- G. "Service Contract" means this form, the terms, conditions, limitations and exclusions, including Your Receipt.

2. **WHAT IS COVERED:** The term of this Service Contract is 2 years and begins on the date indicated on the Receipt. There is a thirty (30) day waiting period after the plan term begins before coverage becomes effective and you can make a claim. Coverage under the plan becomes effective thirty-one (31) days after your plan term begins; no service will be provided during the initial thirty (30) days of the plan. Micro Center will furnish labor and parts necessary to repair operational or mechanical breakdowns of the Covered Product specified in Your Receipt, provided such service is necessitated by product failure during normal usage. The Covered Product specified and covered includes only equipment as originally configured and charged for in this Service Contract. Coverage also applies to the parts and accessories that are necessary to the Covered Product's functionality, but does not apply to accessories that are used in conjunction with or to enhance the performance of the Covered Product.

3. **IF YOU NEED SERVICE:** If You have any questions, require customer service, or wish to report a claim, please contact: Micro Center at 800-490-5536. Service will be performed [during the hours of 10:00 a.m. to 9:00 p.m. local time Monday through Friday, excluding holidays].

4. **IMPORTANT NOTE:** Repairs recommended by the repairing facility not caused by operational or mechanical breakdown are not covered unless specifically authorized by Administrator. Micro Center reserves the right to inspect the Covered Product, prior to coverage or during the coverage period. Model number and serial number of all Covered Products must be provided in order to receive any required authorization for service. If You request service for a non-covered repair, You will be responsible for all costs associated with the repair. If the Covered Product is found to be performing to the manufacturer's specifications, it will be returned to You.

5. **PARTS AND SUBCONTRACTING:** Parts used to repair Your Covered Product may either be new or refurbished at Administrator's sole option. Service will be provided by an authorized service center, the retailer or dealer where Your Service Contract was purchased or by subcontractors.

6. **UNAVAILABILITY OF FUNCTIONAL PARTS, TECHNICAL INFORMATION, OR PRODUCT UNREPAIRABILITY:** If Micro Center determines that Micro Center is unable to repair Your Covered Product due to the unavailability of functional parts, service or technical information, You will be reimbursed for the cost of the retail price You paid for Your Service Contract minus sales tax in lieu of service repairs. In all cases where parts or technical information are on extended backorder for a minimum of sixty (60) calendar days, Micro Center will reimburse the cost of the retail price You paid for Your Service Contract minus sales tax. All contractual obligations are fulfilled, and this Service Contract is terminated, upon payment to You of the amount described in this Section, or Service Contract term expiration.

7. PLAN LIMITS OF LIABILITY:

- A. **Claim Limits:** The maximum covered amount for all claims made on a covered product is \$2000.00 during the plan term
- B. **If repairs will exceed the Claim Limit:** In the event that claims exceed the claim limit and the covered product requires additional repairs, you may be able to have those repairs performed, however, we will not be responsible for any costs related to those needed repairs. If you choose to have these additional repairs performed, you will be responsible for all associated costs. In the event that claims exceed the Claim Limits, this Service Contract will be terminated, and we will not be responsible for any further repairs or replacement of the covered product.

8. LIMITATIONS OF COVERAGE: This Service Contract Does Not Cover:

- A. **Any product or equipment located outside the United States and Canada.**
- B. **Service required as a result of any alteration of the product, or repairs made by anyone other than a participating servicing dealer, an authorized service provider, its agents, distributors, contractors or licensees, or the use of supplies other than those recommended by the manufacturer.**
- C. **Damage or other equipment failure due to causes beyond Micro Center's control including, but not limited to,**

repairs necessary due to operator negligence, the failure to maintain the product according to the owner's manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, or acts of war or acts of God.

- D. Service necessary because of improper storage or improper ventilation, including failure to place the product in an area that complies with the manufacturer's published space or environmental requirements. Any installation that prevents normal service.
 - E. Misuse, abuse, reconfiguration of the product or improper movement of the product. Any utilization of the product that is inconsistent with either the design of the product or the way the manufacturer intended the product to be used.
 - F. Any and all cases in which the manufacturer of the product would not honor any warranty regarding the product.
 - G. A product used in commercial or industrial settings. A commercial setting is defined as anything other than a single-family dwelling.
 - H. Cosmetic damage such as, but not limited to scratches, dents, rust, stains.
 - I. Non-functional parts such as, but not limited to, plastics, finishes, knobs and dials. Expendable or lost items, such as, but not limited to ear buds or head phones.
 - J. Consumable items, meaning any product, part or equipment that is considered consumable by the manufacturer and/or that is designed to be consumed (wear out) during its life, regardless if it is consumer replaceable or not. Consumable items include, but are not limited to the following: light bulbs, lamps, batteries, and all telephone or other lines connecting to the product.
 - K. In-warranty parts, operational or mechanical failure covered by manufacturer's warranty, manufacturer's recall, improper construction, or factory bulletins, (regardless of whether or not the manufacturer is doing business as an ongoing enterprise). Defects in the product due to the manufacturer's error or improper construction of the product.
 - L. Consequential damages as a result of malfunctioning of or damage to an operating part of the product, or damages as a result of any repairs or replacements under this Service Contract. Damages caused by delays in rendering service or loss of use during the period that the product is at the authorized service center or otherwise awaiting parts are not covered. You are responsible for creating back-ups of all Your data and software on a regular basis.
 - M. Operational or mechanical failure which is not reported prior to expiration of this Service Contract or within 30 days of product failure.
 - N. Any software, including but not limited to, 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.
 - O. Normal, periodic or preventative maintenance, including but not limited to customer education, adjustments, cleanings, and convergence
 - P. Loss or damage as a result of violation of existing federal, state and municipal codes including repairs to products not complying with said codes.
 - Q. Pre-existing conditions (incurred prior to the effective date of coverage), and known to You.
 - R. 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. All display products that are used in an application that requires continuous and/or business operation unless additional coverage is purchased.
 - S. Damage resulting from unauthorized repair; software virus; or electrical wiring and connections; damage caused during delivery or removal, improper installation, or setup including, but not limited to packing, unpacking or assembly, user facilitated minor adjustments and settings outlined in the product's owner's manual, external antenna or local reception problems, inaccessible products or parts, negligence, misuse or abuse whether willful or not. Repair of resolution (pixels) failure must match the factory minimum standards before an authorized repair occurs.
 - T. Transit or delivery damage, damage caused by packing, unpacking, assembly, installation, or removal. Short circuit, loss of use, parts or labor covered under the manufacturer's warranty, lack of maintenance, bodily injury, pre-existing conditions, manufacturer's recall, periodic checkups or maintenance. Micro Center will not pay for adjustments or repairs required because of conditions at Your location.
 - U. Installation, removal, or reinstallation of any equipment.
 - V. Products sold second hand including but not limited to floor and demonstration models, unless covered by a full manufacturer's warranty on Your date of purchase.
 - W. Any cost recoverable under any other warranty, guarantee, or under an insurance policy.
9. **DEDUCTIBLE:** No Deductible applies to this service contract.
10. **RENEWABILITY:** This Service Contract is not renewable.
11. **CANCELTION AND REFUND:** You may cancel this Service Contract at any time for any reason. If You cancel this Service Contract within sixty (60) days of the date purchased, You will receive a refund of the full purchase price of this Service Contract less any paid claims. If You cancel this Service Contract thereafter, You will be refunded the remaining days of coverage on a prorated basis, less paid claims for service performed (if applicable). For Cancellations made within thirty (30) days of the purchase date You need to return to Micro Center directly. Cancellations after thirty (30) days of purchase date need to be sent in a written request to: Micro Center. Attention: Service Contract Department. 4119 Leap Road, Hilliard, OH 43026.
12. **SUBROGATION:** If We pay for a claim or loss, We may require You to assign Us Your rights of recovery against others. We

will not pay for a claim or loss if You impair these rights to recover. Your rights to recover from others may not be waived.

13. **ARBITRATION:** This Service Contract requires binding arbitration if there is an unresolved dispute between You and Us concerning this Service Contract (including the Cost of, lack of or actual repair or replacement arising from a Breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Service Contract by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute. The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Service Contract. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the breakdown occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." All costs and expenses of the arbitration will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Service Contract. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all substantive matters arising out of or relating to this Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract.
14. **TRANSFERABILITY:** You may transfer this Service Contract to any person by sending written notice to the following address: Micro Center. Attention: Service Contract Department. 4119 Leap Road, Hilliard, OH 43026.
15. **OTHER INFORMATION:** This is not a contract of insurance. This is the entire Service Contract between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items. The seller of the Service Contract is not a party to this Service Contract. The Obligor under this Service Contract is insured by a policy of insurance issued by Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209- 6206. If a claim is not paid within sixty (60) days of submitting the claim or if the Obligor becomes insolvent or otherwise financially impaired, the claim can be submitted to the insurer at Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206.

STATE VARIATIONS.

This Service Contract is amended and the language below governs if You purchased this Service Contract in a state listed below.

The purchase of this Service Contract is not required either to purchase or obtain financing for the Covered Product.

CO, MA, MN, MO, NJ, NY and TX Residents: This Service Contract does not cover pre-existing conditions.

CO, MA, NJ, NY and TX Residents: If We cancel this Service Contract, You will be provided with a written notice at least five (5) days and fifteen (15) days in NY prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if this Service Contract is cancelled for nonpayment of the purchase price, a material misrepresentation by You, or a substantial breach by You relating to the Covered Product or its use.

CO, MA, MN, MO, NJ and NY Residents: You may return the Service Contract within twenty (20) days of the date the Service Contract was mailed, or within ten (10) days of delivery, and there is no claim, a full refund will be made.

CO, GA, MA, MD, MN, MO, NJ, NY and TX Residents: A ten percent (10%) penalty per month (or portion thereof) and any accrued penalties shall be added to any refund not paid to You within forty-five (45) days [thirty (30) days in NY] after the cancellation date.

California Residents: The Administrator is Micro Electronics, Inc. d.b.a. Micro Center 4119 Leap Road, Hillard, OH 43026, 800-490-5536. The term of this Service Contract is 1, 2,3, or 4 years depending on the plan You purchased and begins on the date indicated on the Receipt. If You cancel this Service Contract within 60 days from the date of receipt, You will receive a full refund of the purchase price less the cost of any claims paid. If You cancel this Service Contract after 60 days from the date of receipt, You shall receive a pro rata refund of the purchase price less any claims paid. If You cancel this Service Contract, You must provide written notice of cancellation to the Administrator at the address below. In addition, the Administrator may assess a cancellation fee, not to exceed ten (10) percent of the price of the Service Contract or twenty-five (\$25) dollars, whichever is less. Informal dispute resolution is not available under this Service Contract. You may cancel this Service Contract if you return the Products, or if the Products is sold, lost, stolen, or destroyed. The arbitration provision does not limit or abridge in any way the filing by a California resident of a civil action to enforce rights conferred by the Ralph Civil Rights Act, California Civil Code Section 51.7. Nothing herein shall prevent You from bringing an action in a small claims court of appropriate jurisdiction for damages not to exceed \$5000.00. The arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Department of Consumer Affairs. To learn more about this process, You may contact them at 1-800-952-5210, or You may write to Department of Consumer Affairs, Consumer Information Division, 4244 S. Market Court, Suite D Sacramento, CA 95834, or You may visit their website at www.bhgs.dca.ca.gov.

Florida Residents: The rate charged for this Service Contract is not subject to regulation by the Florida Office of Insurance Regulation. While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. Arbitration will take place in the county where You reside.

Georgia Residents: The Arbitration section is removed. If You cancel this Service Contract within the first twenty (20) days after the date the Service Contract was mailed or within ten (10) days of delivery and the purchase price has been paid, the Service Contract is void and We will issue a full refund including applicable tax less claims paid. The Administrator may not cancel this Service Contract except for fraud, material misrepresentation or non-payment by You. If We cancel this Service Contract, You will be refunded 100% of the unearned pro rata purchase price, less claims paid. Notice of such cancellation will be mailed to you at your last known address, in writing and given at least thirty (30) days prior to cancellation. The notice shall state the effective date of cancellation and the reason for cancellation.

Illinois Residents: If no claim has been made under this Service Contract, You may return this Service Contract within thirty (30) days of the date of Service Contract purchase. Any cancellation of this Service Contract more than thirty (30) days after its date of purchase made pursuant to the Cancellation and Refund Section, is subject to a cancellation fee equal to the lesser of ten percent (10%) of the price of the Service Contract or fifty (\$50) dollars. This Service Contract does not cover failure resulting from normal wear and tear.

Indiana Residents: Proof of payment for this Service Contract constitutes proof of payment to the insurer identified in the Coverage and Term section, reverse, for reimbursement insurance coverage specified in that section. This Service Contract is not insurance and is not subject to Indiana insurance law.

Maryland Residents: You may cancel this Service Contract within twenty (20) calendar days of receipt of the Service Contract if mailed, or within twenty (20) days after the date of delivery of this Service Contract if given at time of sale. Upon return of this Service Contract within the applicable time period, if no claim has been made under this Service Contract the Service Contract is void and the Administrator shall refund You the full purchase price. This Service Contract is extended automatically when We fail to perform the services under this Service Contract. This Service Contract will not terminate until services are provided in accordance with the terms of the Service Contract.

Michigan Residents: If the performance of this Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

Minnesota Residents: If We cancel your Service Contract, We will mail written notice to You at Your last known address stating the effective date of cancellation and the reason for cancellation at least fifteen (15) days before cancellation. You will receive five (5) days' notice if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Product or its use. Any Arbitration shall take place in the state where You reside or at any other place agreed to in writing by You and National Product Care Company.

Missouri Residents: No claims paid will be deducted from any refund regardless of who initiates the cancellation. If an emergency occurs that requires repair when We are closed and cannot provide authorization, You may contact Us immediately following the emergency repairs to report the claim.

North Carolina Residents: The Administrator may not cancel this Service Contract except for non-payment by You or for violation of any of the terms and conditions of this Service Contract.

Texas Residents: If We cancel the Service Contract, You are entitled to a pro rata refund of the purchase price of the Service Contract less any claims paid. If You have complaints or questions regarding this Service Contract, You may contact the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 (512) 463-6599 or (800) 803-9202 (in Texas). The Service Contract Administrator license number for Micro Center Sales Corporation d.b.a. Micro Center are: 329, 333. The Obligations under the Service Contract are insured by a policy of insurance issued by Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206. In the event any covered service is not provided to You by Us before the sixty-first (61st) day after the proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Service Contract is canceled, You may apply directly to Virginia Surety Company, Inc.

Virginia Residents: If any promise made in this Service Contract has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.