



About the pcXmedics Care Plans and Terms and Conditions

Our standard **Basic Service Coverage Plan (BSCP)** warranty covers mechanical, electrical, and software failures that occur during normal use. You get 100% labor coverage with zero deductibles for most services. Drops and spills are covered if you purchase **Accidental Damage Service Coverage (ADSC)**. Parts may be covered under our **Parts Coverage** plan. These two options may be added or removed to or from your BSCP at any time.

We do not cover pre-existing conditions or issues that occur in the first 60 days from item purchase. You should be covered for these issues by the seller, the marketplace (e.g., eBay), and/or the payment provider (e.g., PayPal or a credit card).

pcXmedics Service Agreement Summary

How long your coverage lasts:

- If your item is new and has a US manufacturer's warranty of at least 90 days ("MSP"), this Service Agreement begins the day you purchased the item and lasts for the number of years of coverage you specify at purchase time.
- If your item is refurbished and has a US manufacturer's warranty of at least 90 days ("MSP"), this Service Agreement begins upon expiration of manufacturer warranty and lasts for the number of years of coverage you specify at purchase time.
- If your item is used, or doesn't have a US manufacturer's warranty of at least 90 days ("Other"), then the Service Agreement begins on the 61st day after item purchase and lasts for the number of years of coverage you specify at purchase time.

What is covered:

- BSCP covers mechanical, electrical, and software failures (ie, malware such as viruses and spyware) that occur during normal use of your item. Some examples of covered issues include laptops acquiring Trojans or iPod batteries that stop charging.
- If Accidental Damage Service Coverage (ADSC) Protection is purchased, the Service Agreement expands to include **service** coverage for damage from liquid

- spills, item drops, or any other accidental damage. ADSC coverage begins 30 days after purchase, and does not cover willful damage, negligent use, fire, theft or loss. A \$19.99 deductible applies on ADSC-related claims.
- Parts coverage begins 30 days after purchase, and does not cover willful damage, negligent use, fire, theft or loss. A \$49.99 deductible applies on ADSC-related claims.
 - For iPods, the parts deductible is \$9.99.

How the coverage works:

- For items still covered by a manufacturer warranty at the time of claim, the manufacturer will be responsible for repairs.
 - If the manufacturer replaces or repairs your item, your pcXmedics Care Plan will cover your manufacturer repaired or replaced item.
 - If the manufacturer refuses to honor their warranty because they consider your item grey market or not purchased from an authorized retailer, we will still cover you.
- If we decide to repair, here's how the coverage works:
 - For Pickup Items: We will give you a loaner device (laptop or iPod) while we repair yours, if one is in stock. We will pick up your device or service it at your location at our discretion.
 - For Shippable Items: We will split the shipping cost with you. Once you've shipped your item to our service depot, we will repair it within 7-10 days of receipt and then ship it back to you at no cost to you.

What is not covered: Refer to the details of the contract for the full list, but there are 5 notable exclusions to your coverage.

- Product failures within the first 60 days: We don't cover items that are dead on arrival or that fail within the first 60 days.
- Accidental damage: Unless Accidental Damage Service Coverage protection is purchased, we don't cover items that are accidentally damaged - such as water damage, dropped iPods, and cracked laptop screens.
- Accessories and Consumer replaceable parts: We don't cover accessories and parts that are meant to be replaced by the consumer, such as batteries, hard drives, and ink cartridges. For hard drive issues, we DO cover data transfer.

- Software: We don't cover software issues such as bugs in software.
- Certain Types of Items. Items used in a commercial setting (e.g., an office printer) or fraudulently misrepresented are not covered, unless specified by pcXmedics.

How to get service: Simply log into www.pcXmedics.com/customers.html, go to My Warranties and select the Claims section. Select the correct item, the reason for the claim, and its specific issue. Briefly describe the problem in the text box. You may also call us at (607) 821-0173 or email us at warranty@pcXmedics.com. You'll also be asked a few questions that will help us isolate the likely problems. You will be contacted shortly after you submit your claim with instructions on how to proceed next. We will inspect your item and begin service as necessary. Typically, we process your claim the same day and repair your item within 7-10 business days of receiving your item.

- You need to have a copy of the item's receipt (with the purchase date and price) on file with pcXmedics before a claim can be processed.

Deductibles: There are no deductibles for standard service contract issues. Claims made under Accidental Damage Service Coverage have a \$19.99 deductible. Parts claims will incur a \$49.99 deductible for laptops and desktops, and \$9.99 for iPods. Claims submitted for the same services within 31 days of each other will incur a \$99.99 deductible, subject to the discretion of pcXmedics.

Refunds and Transfers: We will provide you with a full refund if you cancel your Service Agreement 30 days from purchase of the Care Plan provided that you have not filed a claim. If you choose to cancel your Service Agreement after this period, we will pro-rate your refund based on how much time has passed. You can transfer your Service Agreement to another person at any time at no cost.

pcXmedics Care Plan

Provided by pcXmedics Warranty Services

Issued to:

Buyer First Name, Buyer Last Name

Buyer Address

Buyer Address 2

City, State Zip

Congratulations on purchasing this Service Agreement through pcXmedics. Please read these terms and

conditions carefully so that you fully understand your coverage under this Agreement.

DEFINITIONS:

"We", "Us" and "Our" shall mean pcXmedics. "You" or "Your" shall mean the purchaser of the product(s) covered by this Service Agreement.

Manufacturer Supported Products ("MSP") are defined as new, non-refurbished products that come with a minimum ninety (90) day US manufacturer's warranty from the date of Product purchase.

Other Products ("OP") are products purchased for \$1,000 or less that are used, refurbished, or have less than ninety (90) days of original US manufacturer's warranty at the time of purchase, or those for which the original manufacturer's warranty is not valid in the US

WHAT IS COVERED:

The Service Agreement will cover a mechanical or electrical failure or software infections (malware) of the covered product(s) ("Product") during normal usage for the term of this Service Agreement if the Product is not covered under any other warranty, insurance policy, or service contract.

Products may be repaired or replaced with a like-featured product at our discretion. Replacement parts will be new, rebuilt or non-original manufacturer's parts that perform to the factory specifications of the Product at our sole option.

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.

PLACE OF SERVICE:

At our discretion, large items will receive On-Site Service and we will arrange to repair or replace the Product at Your location during normal business hours.

For shippable items You will be responsible for safe packaging and delivery or shipment, prepaid and insured, of the Product to Our authorized service facility for repair or replacement. If the authorized service facility determines the item is in working condition or is not covered by Your Service Agreement, You will be responsible for paying return shipping charges plus a service fee for the return of Your Product. If We decide to repair your equipment, we will ship the item back to You at no cost to You. If We find no repairable issue for the second time, You will be charged for return shipping each subsequent time You file a claim and ship equipment to us.

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 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 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 may reject any service and/or parts claims at Our discretion.

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. The term of the Service Agreement for MSP products shall be listed on your purchase receipt

("Receipt") commencing on the date of purchase of the eligible Product(s) and inclusive of the US manufacturer's warranty. This Service Agreement does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty.

2. The term of the Service Agreement for OP products shall be as listed on your Receipt, commencing on the sixty-first (61) day after the date of purchase of the Product. We shall not be responsible for product failure within the first sixty (60) days after the date of purchase of the eligible Product(s).
3. If a Product is represented to be an MSP product and determined to be otherwise, we reserve the right to either change the term of the Service Agreement to that of OP products or cancel this Service Agreement and refund Your premium.
4. ADSC or Parts coverage start on the 31st day after their optional addition if added after the BSCP begins.

DEDUCTIBLE:

There is no deductible for the first (per year per item) claim for the BSCP. Subsequent claims are subject to a deductible of \$19.99. Deductibles for claims as a result of accidental damage from handling (ADSC) coverage are defined in the section entitled "Optional Accidental Damage from Handling" below. There is a \$99.99 deductible for service claims for the same issue-based claim filed within 31 days of the previous one, subject to the discretion of pcXmedics staff. Parts coverage claims deductibles are \$49.99 for desktops/laptops, and \$9.99 for iPods.

OPTIONAL OR STANDALONE ACCIDENTAL DAMAGE SERVICE COVERAGE (ADSC):

If You elect to only purchase or include accidental damage from handling (ADSC) as an integral part of Your coverage program, it augments Your Product warranty by providing additional protection to Your MSP product after an initial 30 day waiting period from the date of purchase. The term of the ADSC coverage will be listed on Your Receipt. There is a \$19.99 deductible for claims made under the ADSC provision. If You decide to add ADSC coverage to your BSCP, Your ADSC coverage will begin 30 days after Your addition. You will be charged for the entire term of ADSC coverage, and your coverage lasts for the term that you have selected starting the 31st day after your addition.

ADSC does not provide protection against normal wear and tear, fire, 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 product accessories for protection against damage to the product. Abuse is defined as Your intentional non-utilization of protective items during product use, or Your treatment of the product(s) that You have purchased for Your use 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 this ADSC program.

OPTIONAL OR STANDALONE PARTS COVERAGE

If You elect to only purchase or include Parts coverage as an integral part of Your coverage program, it augments Your Product warranty by providing additional protection to Your MSP product after an initial 30 day waiting period from the date of purchase. The term of the Parts coverage will be listed on Your Receipt. There is a \$49.99 deductible for claims made under the Parts coverage provision. If You decide to add Parts coverage to your BSCP, Your ADSC coverage will begin 30 days after Your addition. You will be charged for the entire term of Parts coverage, and your coverage lasts for the term that you have selected starting the 31st day after your addition.

Parts coverage does not provide protection against 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 product accessories for protection against damage to the product. Abuse is defined as Your intentional non-utilization of protective items during product use, or Your treatment of the product(s) that You have purchased for Your use 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 this Parts coverage program.

WHAT TO DO IF A COVERED PRODUCT REQUIRES SERVICE:

Go to www.pcXmedics.com/customers.html or call us at (607) 821-0173 and explain the problem. pcXmedics will attempt to resolve the problem You are experiencing over the telephone. If pcXmedics can not resolve the problem, You will be asked to schedule an item pickup. Service will be provided in the US only.

WHAT IS NOT COVERED:

- A. ANY EQUIPMENT LOCATED OUTSIDE THE UNITED STATES OF AMERICA;
- B. ANY PRODUCT FRAUDULENTLY DESCRIBED OR MIS REPRESENTED BY THE ITEM SELLER;
- C. 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 (IE, FLOOD) CONDITIONS, OPERATOR NEGLIGENCE, MISUSE, ABUSE, FIRE, IMPROPER ELECTRICAL/POWER SUPPLY, UNAUTHORIZED REPAIRS, IMPROPER EQUIPMENT MODIFICATIONS, ATTACHMENTS OR INSTALLATION, VANDALISM, ANIMAL OR INSECT INFESTATION, RUST, DUST, CORROSION, DEFECTIVE BATTERIES, BATTERY LEAKAGE, LACK OF MANUFACTURER-SPECIFIED MAINTENANCE, OR ACTS OF NATURE OR ANY OTHER PERIL ORIGINATING FROM OUTSIDE THE PRODUCT;
- D. COSMETIC DAMAGE TO CASE OR CABINETRY OR OTHER NON-OPERATING PARTS OR COMPONENTS WHICH DOES NOT AFFECT UNIT FUNCTIONALITY;
- E. PERSONAL COMPUTER MONITOR SCREEN IMPERFECTIONS, INCLUDING "BURN-IN" OR BURNED CRT PHOSPHOR;
- F. DAMAGED OR DEFECTIVE LCD SCREENS WHEN THE FAILURE IS CAUSED BY ABUSE OR IS OTHERWISE EXCLUDED HEREIN;
- G. EQUIPMENT USED FOR RENTAL OR COMMERCIAL PURPOSES OR IN INDUSTRIAL SETTINGS;
- H. ACCIDENTAL OR INTENTIONAL DAMAGE, CRACKED OR DAMAGED MONITOR, LAPTOP OR DISPLAY SCREENS, LIQUID DAMAGE, ETC., UNLESS OPTIONAL ACCIDENTAL DAMAGE SERVICE COVERAGE (ADSC) COVERAGE WAS PURCHASED WITH YOUR SERVICE AGREEMENT;
- I. ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT;
- J. CASES WHEREIN THE MANUFACTURER ACKNOWLEDGES THE EXISTENCE OF A VALID US MANUFACTURER'S WARRANTY AND DENIES A CLAIM AGAINST THE MANUFACTURER WARRANTY;
- K. CONSUMER REPLACEABLE AND/OR LOST OR CONSUMABLE ITEMS SUCH AS BUT NOT LIMITED TO BATTERIES, BULBS, TONER, RIBBONS, INK CARTRIDGES, DRUMS, BELTS, PRINTER HEADS, ETC.;
- L. PRODUCT(S) WITH REMOVED OR ALTERED SERIAL NUMBERS;
- M. 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);

- N. DAMAGE TO COMPUTER HARDWARE, SOFTWARE AND DATA 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;
- O. CHARGES RELATED TO TRANSPORTATION DAMAGE, CUSTOMER EDUCATION, CLEANING, PREVENTIVE MAINTENANCE, "NO PROBLEM FOUND" DIAGNOSIS, NON FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO, ITEMS NOT COVERED SUCH AS NOISES, SQUEAKS, ETC; INTERMITTENT ISSUES ARE NOT CONSIDERED PRODUCT FAILURES.
- P. PERIPHERALS SUCH HAS SCANNERS, COMPUTER MONITORS, PRINTERS, ETC UNLESS SPECIFICALLY DESCRIBED ON THE SERVICE AGREEMENT BY PCXMEDICS;
- Q. DATA RECOVERY IS NOT COVERED BY THIS SERVICE AGREEMENT, HOWEVER, DATA TRANSFER IS COVERED;
- R. PARTS COVERAGE DOES NOT COVER LAPTOP BATTERIES OR LAPTOP/COMPUTER INTERNAL OR EXTERNAL HARD DRIVES.

NOTE: THIS SERVICE AGREEMENT MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS. We reserve the right to inspect the Product from time to time.

RENEWAL:

This Service Agreement will by default, or at Our discretion, be renewed at the expiration of its term. You may change this by logging into the account center at www.pcXmedics.com/customers.html. 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. Log in to www.pcXmedics.com or contact pcXmedics at (607) 821-0173.

PURCHASER RECORDS:

Although We maintain a record of Your Service Agreement purchase, You must have in Your possession a copy or Your original purchase receipt in order to present a claim.

POWER SURGE PROTECTION:

This Service Agreement protects against the operational failure of a covered Product resulting from a power surge while properly connected to an Underwriter Laboratories-approved surge protector. You may be asked to provide Your surge protector for examination.

CANCELLATION:

You may cancel this Service Agreement for any reason at any time if you have not filed any claims. To cancel it, log in to www.pcXmedics.com or contact pcXmedics at (607) 821-0173. If You cancel this Service Agreement within the first sixty (60) days after receipt of this Service Agreement You will receive a full refund, less any claims paid, where allowed by law. If You cancel after the first sixty (60) days from receipt of this Service Agreement, You will receive a pro rata refund based on the time remaining on Your Service Agreement, less an administrative fee, not to exceed ten percent (10%) of the price of the Service Agreement or ten dollars (\$10.00), whichever is less, and less any claims paid, where allowed by law. If We cancel Your Service Agreement, You will be refunded the unearned pro rata purchase price of the Service Agreement, less any claims paid, where allowed by law.

NOT AS REPRESENTED:

We may cancel this Service Agreement at Our option on the basis of fraud or misrepresentation. If this Service Agreement was inadvertently sold to You on a product which was not intended to be covered by this Service Agreement, We will cancel this Service Agreement and return the full purchase price of the Service Agreement to You.

CONTRACT CHANGES:

You will be notified and asked to agree and sign for the changes should there be any to this contract.

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.

Last modified 6 April 2009