

# SERVICE CONTRACT COMPREHENSIVE COVERAGE

## SERVICE CONTRACT

This document sets forth the entire Contract between the Service Contract Administrator, Service Net Warranty, LLC ("Service Net") hereinafter referred to as We, Us and Our, and, the Purchaser, hereinafter referred to as You and Your. No representation, promise or condition not contained herein shall modify these terms. We are contractually obligated to You to provide service under this Contract in accordance with, and as allowed by state law. If this Contract is purchased in Florida or Oklahoma, **Service Net Solutions of Florida, LLC** is contractually obligated to You to provide service under this Contract.

**1. WHAT IS COVERED.** We will replace the original purchased Product with a new or refurbished unit, provided such replacement is authorized and necessitated by Product operational or mechanical failure during normal usage, or by accidental damage from handling (ADH), described below. Coverage does not apply to accessories that are used in conjunction with or to enhance the performance of the covered Product.

**2. TO OBTAIN AUTHORIZATION FOR REPLACEMENT.**

• You must obtain authorization prior to the receipt of a replacement Product by calling 1-866-486-6866.

• Have the TomTom serial number and your original receipt of your Product available.

• Instructions on obtaining a replacement will be given.

• Once authorization is obtained, You will be required to return the Product using a UPS or FedEx shipping method at Your cost. Up to an \$8.00 shipping reimbursement is available by mailing in Your shipping proof of purchase.

• At Our determination, You will receive a replacement Product of like grade and quality. The replacement Product may at Our option be a future version or edition of Your original Product. In all cases where a replacement cannot be made, You will receive reimbursement for the original purchase price of the Product, excluding sales tax and delivery charges.

• We reserve the right to replace the Product with a remanufactured or refurbished Product. Technological advances may result in a replacement product with a lower selling price than the original Product.

• The replacement Product will be mailed to You at no cost.

**3. LIMIT OF LIABILITY.** Maximum liability under this Contract shall be the original purchase price of the Product, excluding sales tax and delivery charges. This Contract will expire upon the earliest of (a) the date We reimburse You for the original purchase price of Your Product; (b) the date We have, as a result of services and/or replacement products provided to You, incurred costs under this Contract equal to the original purchase price of Your Product; or (c) the expiration date. ADH Coverage (described below) is limited to one (1) replacement during the term of this Contract.

**4. WAIT PERIOD.** This contract does not have a wait period.

**5. TERM OF COVERAGE.** Coverage begins at the date of Product purchase and ends two-years from the product purchase date or expiration date, if sooner.

**6. ACCIDENTAL DAMAGE FROM HANDLING (ADH).** Your Product is protected against accidental damage from handling. ADH only covers operational or mechanical failure caused by an accident from handling and does not include protection against theft, loss, 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 the unit functionality, damage caused during shipment between You and Our service providers and any other limitations listed in the Limitations of Coverage section. Any resultant damage from this type of treatment is NOT covered by this ADH program. The use of this coverage requires an explanation of where and when the accident occurred as well as a detailed description of the actual event. Failure to provide this information will result in claim denial. ADH coverage is limited to one (1) replacement during the term of this Contract.

**7. DEDUCTIBLE.** No deductible applies to this Contract.

**8. RENEWABILITY.** This Contract is not renewable.

**9. LIMITATIONS OF COVERAGE This Contract Does Not Cover:**

A. Any equipment located outside the United States, US Territories, Puerto Rico, or Canada.

B. Service or replacement required as a result of any alteration of the equipment, 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 the failure to maintain the equipment according to the owner's manual instructions (except ADH claims), abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, acts of war, acts of God or other force majeure events.

D. Replacement necessary because of improper storage, improper ventilation, reconfiguration of equipment, or the failure to place the equipment in an area that complies with the manufacturer's published space or environmental requirements.

E. 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. Any and all cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment.

F. Equipment used commercially or in a commercial setting or equipment sold as a rental.

G. Cosmetic damage such as, but not limited to scratches, dents, rust, stains.

H. Nonfunctional parts such as, but not limited to, plastics or finishes. Expendable or lost items, such as, but not limited to ear buds or head phones.

I. Cords, Batteries or any other consumable items. Consumable items are defined as any part that is considered consumable by the manufacturer and/or any item that is designed to be consumed (wear out) during the life of the Product, regardless if it is consumer replaceable or not.

J. Pre-existing conditions (incurred prior to the effective date of coverage) known to You.

K. In-warranty parts not provided or shipped by the manufacturer. Operational or mechanical failure covered by manufacturer's recall, manufacturer's warranty extension, or factory bulletins, (regardless of whether or not the manufacturer is doing business as an ongoing enterprise).

L. Consequential damages as a result of malfunctioning of or damage to an operating part of the covered equipment, or damages as a result of any repairs or replacements under this agreement. 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 Contract.

N. Equipment sold without a manufacturer's warranty, refurbished equipment, or sold "as is" is not covered.

O. Loss or damage as a result of violation of existing federal, state and municipal codes including, but not limited to power surge and spike resulting from a violation of those codes.

P. Transit or delivery damage, damage caused by packing, unpacking, assembly, installation, or removal. Short circuit, loss of use, lack of maintenance, bodily injury, adjustments, periodic checkups or maintenance.

Q. Any cost recoverable under any other warranty, guarantee, or under an insurance policy (in such case, this Contract will cover any applicable deductible).

R. 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.

S. Equipment where the serial plate attached to the equipment is removed, defaced or made illegible.

**10. CANCELLATION AND REFUND.** You may cancel this Contract at any time for any reason if You have not had a claim. If You cancel this Contract within sixty (60) days of the date purchased and have not filed a claim You will receive a refund of the full purchase price. If You cancel this Contract thereafter and have not filed a claim, You will be refunded the remaining days of coverage on a monthly prorated basis. You nor the seller nor We are obligated to renew this Contract beyond the current term.

**11. STATE VARIATIONS.** Certain states requires additional terms and conditions that are available prior to purchase, by calling 1-866-712-9884 which are hereby incorporated by reference.

**12. TRANSFERABILITY.** You may transfer this agreement to any person by sending written notice to: Service Net, P.O. Box 1411, Jeffersonville, IN 47131-1411.

**13. NOVATION.** If We assign another insurance carrier with an "AM Best" industry rating of A- or better under this Contract directly or indirectly, such new insurance carrier will carry the liability under this Contract.

**14. RIGHT TO RECOVER FROM OTHERS.** If We make any payment, We are entitled to recover what We paid from other parties. By accepting settlement of a claim, You transfer to Us Your right to recovery against any other party.

**15. COVERAGE AND TERM.** This is not an Insurance Policy. As the Administrator, We will assist You in understanding Your warranty and coverage benefits from the day You purchase Your Contract. If Your Product needs repair for operational or mechanical failure, You are required to call the toll free number 1-866-486-6866. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, or in the event We are no longer a going concern, You are entitled to make a written claim directly against the Insurer, New Hampshire Insurance Company or Illinois National Insurance Company, 80 Pine Street, 13th Floor, New York, NY, 10005. Telephone 1-800-250-3819. Please enclose a copy of Your Contract when sending correspondence to the Insurer. There are some limitations of coverage. You should review the limitations of coverage paragraph for details.

**16. ENTIRE CONTRACT.** This is the entire Contract and no other written or oral modifications are valid.

**17. LIMITATION OF LIABILITY.** THE SELLER, SERVICE NET, THEIR AGENTS, CONTRACTORS OR LICENSEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOST REVENUE OR PROFIT, LOST DATA RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON ANY COVERED EQUIPMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

**18. MANUFACTURER'S WARRANTY.** This Contract does not replace or change the terms and conditions of the manufacturer's warranty.

If You have any questions, require customer service, or wish to report a claim, please contact: 1-866-486-6866.