



Accidental Damage Terms and Conditions

What this Plan Covers

Your IT Jedi, LLC. PO Box 15, Appling, GA 30802, agrees with the purchaser of this Plan (Hereinafter “OWNER”), to service registered products that experience one instance of accidental damage, due to drops, spills, power surge, or impact, that are the result of normal usage for a period of (3) three years from date of purchase. This Plan covers functional parts only. Functional parts are those component parts that are critical to the performance of the product’s essential function. Your IT Jedi, through its agents, your Managed Services Provider or Value-Added Reseller (Hereinafter “SERVICE PROVIDER”), will repair or replace the unit or any parts thereof, as required, subject to the terms and conditions of this Plan.

Registration

This Plan must be registered properly and completely within 30 days of your Plan purchase date. So long as the Your IT Jedi-authorized SERVICE PROVIDER provides Your IT Jedi with the name, address, telephone number, and email address of the OWNER, Your IT Jedi will register this Plan on behalf of the OWNER at the time of product shipment. Should no OWNER information be provided by the SERVICE PROVIDER when the order is placed, it is the responsibility of the OWNER to register the product by calling Your IT Jedi at 888-828-9508 within 30 days of receipt.

Accidental Damage Plan Coverage:

This plan provides for a single instance of Accidental Damage Coverage for the covered product and shall cover damages as a result of accidental damage from handling, liquid spill or unintentional physical damage for computers covered under this Plan. This Plan covers all parts, and components, for the following categories:

- Your IT Jedi branded Desktop/Laptop(s)

General Conditions

Along with the wording of original equipment manufacturers' written warranty, the following terms and conditions will apply:

1. Plan coverage is provided for authorized products only.
2. Plan coverage for all products begins on the 31st day of plan ownership. All claims placed within 30 days from the date of purchase of your plan will be excluded from coverage.
3. Your IT Jedi will, at its sole option either: (a) repair the defective product at no charge, or (b) exchange the defective product with a product that is new or that has been refurbished and is at least functionally equivalent to the original product. Any replacement product or part assumes the remaining warranty of the original product or ninety (90) days from the date of replacement, whichever is longer. Your IT Jedi reserves the sole right to determine, according to the terms and conditions of the Plan, whether a covered item will be repaired or replaced.
4. Your IT Jedi is not responsible for matching any feature of an existing item that does not contribute to the primary function of that item.
5. Once a repair or replacement/settlement has been delivered, there shall be no further obligations under this Plan for said claimed product.
6. If no defect is found (no fault found) or service cannot be approved based on the terms and conditions of this Plan, OWNER shall be responsible for service costs incurred.
7. Your IT Jedi, at its sole discretion, shall offer a replacement option of like kind and function or a monetary settlement equal to the current market value (Hereinafter "CMV") of the covered product as determined by the Your IT Jedi.
8. Coverage for this Plan is limited to the country in which the Plan was purchased. If the product has been relocated outside the country of purchase it is the OWNER's responsibility to cover the cost of shipping the product back to the country of origin. Your IT Jedi will cover the cost of return shipment at standard shipping rates.
9. If after service is performed, it is determined that the cause of the problem was software related, including but not limited to, errors resulting from improperly functioning or defective software, computer viruses, or any problems related to customized or proprietary software, computer games, peripheral equipment, internet access or USB devices, OWNER shall be responsible for all costs incurred.
10. Any claim under this Plan cannot exceed the original purchase price of the covered device.
11. If service under the Plan is provided on-site at your location, a person who has

reached the legal age (18 years old) must be present at all times during the service call.

12. To be eligible for coverage under this Plan coverage must be purchased at the time the covered product is purchased.

Exclusions

This Plan does not cover:

1. Products that have been lost or stolen.
2. Intentional damage.
3. Fire damage.
4. Products used in a way the manufacturer never intended.
5. Damage incurred by natural disasters (i.e. hurricanes, tornadoes, earthquakes, fires, etc.).
6. Damage that is incurred by an animal or pet (e.g. dog chewing).
7. Failure as a result of misuse, abuse, user induced damage, rust or corrosion, mistreatment, including but not limited to, removal of parts and damage by people, pests, or pets, or foreign objects found inside the equipment
8. Repair of damage caused by theft, fire, flood, external causes such as, but not limited to, blown fuses, inadequate electrical power, water and gas lines beyond the equipment, or any use of the product not authorized by the manufacturer.
9. Deterioration of the appearance of the product, any cosmetic part or finish defects such as paint, porcelain, glass or plastic, dents, scratches, chips, breakage, loss, rust, or peeling.
10. Any damage resulting from unauthorized replacement parts, improper service or modifications made to the covered product(s) including firmware or software.
11. Any loss due to failure to follow the manufacturer's recommended maintenance, specifications, or operating instructions during the term of this Plan.
12. Any loss resulting from collision with another object or any damage while the product is in transit.
13. Any costs and damage related to installation and/or reinstallation of products.
14. Any loss resulting from manufacturer's recall or rework, regardless of the manufacturer's ability to pay for such repairs.
15. Repair, replacement, installation, or modification of any component or part thereof, that has been, or is, determined to be defective by the Consumer Product Safety Commission or for which a manufacturer has issued, or issues, a warning, recall, or determination of defect.
16. Replacement of consumables such as batteries, light bulbs, fuses, filters, print ribbons, print heads including non-removable print heads, toner cartridges, drums, or any other products with a pre-determined life expectancy.
17. Charges incurred for set up or installation, reformatting of hard drives, system

- or software application configuration or data recovery or transfer.
18. In the event that a covered product is damaged by a power surge, coverage under this Plan will apply, excluding software or data.
 19. This Plan provides pixel coverage for video display products based on the manufacturer's coverage but excludes all incidents of burn-in regardless of manufacturer coverage.

Transferability

This Plan is transferable to a subsequent OWNER but not for a new or different product. You may transfer this Plan to a new owner of the covered product(s) by emailing notice of transfer to **support@carbonsys.com** or calling **888-828-9508**. You must provide Your IT Jedi the serial number, proof of purchase of the Plan, the name, address, telephone number and email address of the new owner.

Cancellation

OWNER may cancel this Plan at any time for any reason within thirty (30) days of the original purchase date of the Plan and receive a full refund. Your IT Jedi may cancel this Plan for reasons, including but not limited to, misuse of the product or unauthorized modifications to the product. In the event of cancellation by Your IT Jedi (except for non-payment), Your IT Jedi will provide the Plan Owner with a pro-rata refund. All service-related costs incurred during Plan ownership, shall be fully deducted from the Pro-rated refund amount. In the event that the service-related costs under Plan ownership exceed the pro-rated refund amount, no refund shall be issued.

To Arrange for Service

To receive support under the Plan, do so in one of the following ways:

1. The quickest and easiest way is to contact the Your IT Jedi-authorized SERVICE PROVIDER who sold you the product. The SERVICE PROVIDER will perform the troubleshooting necessary to diagnose the problem and determine the solution. The SERVICE PROVIDER will also work with Your IT Jedi on your behalf to obtain support as necessary. Because Your IT Jedi maintains close relationships with our authorized service providers, we can help them quickly deliver a solution. If it is determined a replacement product is necessary, Your IT Jedi will expedite shipment of the replacement to the SERVICE PROVIDER, who will deliver it to you. In order to avoid being billed for the full cost of the replacement product, the SERVICE PROVIDER must return the defective product to Your IT Jedi within 30

days of receipt of the replacement. NOTE: Some service providers may assess a service charge to perform troubleshooting and repair of a defective product. Your IT Jedi is not liable for any costs a service provider bills to you for this work.

2. If you are unable to obtain support from the Your IT Jedi-authorized SERVICE PROVIDER who sold you the product, you may contact Your IT Jedi directly at **support@carbonsys.com**. Before contacting Your IT Jedi, you should have the following information at hand: the model number and serial number of the product, your name, your company name, your email address, your contact telephone number, and a copy of your original purchase agreement or sales receipt. Your IT Jedi will use commercially reasonable efforts to have a support technician contact you within 24 hours between the hours of 8 am and 5 pm Pacific Time weekdays to diagnose the problem by telephone, e-mail, or remote assistance, and to determine the best way to resolve it, whether through troubleshooting, issuing parts for replacement, or issuing a Return Merchandise Authorization (RMA) form for you to return the product for repair or replacement. You must obtain an RMA before returning products to Your IT Jedi. You are responsible for the cost of shipping the product to Your IT Jedi will cover the cost of shipping the repaired product back to you. For your protection, use a shipping method that requires tracking & our signature if valued over \$250, and pack the product securely. Your IT Jedi will not be responsible for lost packages or items damaged in transit to our facility. NOTE: Your IT Jedi may charge a fee to perform the diagnostic testing if the product is found to not have damage covered under the terms of this Plan.

Limit of Liability:

ADMINISTRATOR, OBLIGOR and/or Insurer shall not be held liable for any violations of federal, state and local laws, regulations or guidelines prior to the beginning of the contract term and will not perform repairs or replacements that violate any current federal, state and local laws, regulations or guidelines.

ADMINISTRATOR, OBLIGOR and/or Insurer shall not be responsible or liable for secondary, incidental, and/or consequential loss or damage resulting from the malfunction of any covered item, including, but not limited to loss of income, utility bills, additional living expenses, personal and/or property damage.

ADMINISTRATOR, OBLIGOR and/or Insurer is not responsible or liable for any delay in service or failure to provide service caused by conditions beyond ADMINISTRATOR, OBLIGOR and/or Insurer's control such as weather.

Binding Arbitration:

This Agreement will be governed by, and construed in accordance with, the internal laws of the State of New York, without giving effect to the principles of conflicts of law that would require the application of the laws of any other jurisdiction. Any legal action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall only be instituted, heard and adjudicated (excluding appeals) only in a state or federal court located in New York, and each party hereto knowingly, voluntarily and intentionally waives any objection which such party may now or hereafter have to the laying of the venue of any such action, suit or proceeding, and irrevocably submits to the exclusive personal jurisdiction of any such court in any such action, suit or proceeding. Service of process in connection with any such action, suit or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Agreement.

Insurance:

The OBLIGOR of this PLAN is MHHC Warranty and Service Inc. (MHHC), located at 400 Union ST SE Olympia, WA 98501 (800) 743 -7480.

The claims ADMINISTRATOR of this Plan is Consumer Priority Service, Inc. (CPS), located at 3101 Emmons Ave Brooklyn NY 11235 (800) 905 - 0443.

Obligations of this plan are guaranteed under a Contractual Liability Insurance Policy issued by Plateau Casualty Insurance Company, located at 2701 N. Main St. Crossville, TN 38555 (888) 398-3632

Should Your IT Jedi or the ADMINISTRATOR fail to pay or provide service on a claim, including claims related to the return of unearned portion of the premium, within sixty (60) days after proof of loss has been filed, OWNER is entitled to make a claim directly against with Plateau Casualty Insurance Company.

State Specific Information

Alabama only: In the event that we cancel this Plan for any reason, except nonpayment of the Plan purchase price or a material misrepresentation by you, we shall provide you with written notice of such cancellation at least five days prior to the effective date of the same.

Arizona only: Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. We will not cancel or void this

Plan due to pre-existing conditions, prior use or unlawful acts relating to the product or misrepresentation by us or our subcontractors. Neither we, our assignees, nor our subcontractors will cancel or void coverage under this Plan due to our failure to provide correct information or our failure to perform the services or repairs provided in a timely, competent and workmanlike manner.

California only: This service contract can be cancelled by the contract holder for any reason. If you decide to cancel this service contract, and a cancellation notice is received by the administrator with thirty (30) days for a home appliance or a home electronic, or within sixty (60) days for all other products, of the date you received the service contract, and no claims have been made against the service contract, you will be refunded the full service contract price. If you cancel your service contract after thirty (30) days for a home appliance or home electronic, or after sixty (60) days for all other products, from the date you received this service contract, you shall receive a pro-rata refund of any amount of the service contract price, less any claims paid, less an administrative fee of ten percent (10%) of the service contract price or \$25, whichever is less, unless otherwise precluded by law.

Connecticut only: The expiration date of this Plan shall automatically be extended by the duration that the covered product is in our custody while being repaired. You may pursue arbitration to settle disputes between you and us. You may mail your complaint to: State of Connecticut, Insurance Department, P.O. Box 816 Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Plan.

Georgia only: This contract will be interpreted and enforced according to the laws of the State of Georgia. Cancellation shall comply with Section 33-24-44 of the Code of Georgia. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation. Refunds will be based on the excess of the consideration paid for this Plan above the customary short rate for the expired term of the Plan. Claims paid shall not be deducted from any refund owed. Any refund owed and not paid as required is subject to a penalty equal to 25% of the refund owed and interest of 18% per year until paid; however, such penalty shall not exceed 50% of the amount of the refund.

Hawaii only: In the event we cancel this Plan, we shall provide five (5) days prior

notice of such cancellation which notice shall include the effective date of cancellation. If a refund is not paid by us within forty-five (45) days after your return of the Contract to Us, we will pay you a penalty of ten percent (10%) of the purchase price for each thirty (30) day period the refund remains unpaid.

Indiana only: Proof of payment for this Plan constitutes proof of payment to the insurer identified herein for the reimbursement insurance coverage specified.

Michigan only: If performance under this Plan is interrupted because of a strike or work stoppage at our place of business, the effective period of this Plan shall be extended for the duration of such strike or work stoppage.

Nevada only: The obligor in Nevada is MHHC Enterprises, Inc. If you are not satisfied with the manner in which the provider is handling the claim on the contract, you may contact the Commissioner by use of the toll-free number of the Division, (888) 872-3234. If a refund is not paid by us within forty-five (45) days after your return of the contract to us, we will pay you a penalty of ten percent (10%) of the purchase price for each thirty (30) day period the refund remains unpaid.

The limit of liability under this contract equals the total cost of all repair or replacement services provided under this program not to exceed the purchase price paid for the covered product. Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. In the event we cancel this Plan, no cancellation fee shall apply and we shall provide you with written notice at least 21 days prior to the effective date of such cancellation, which notice shall indicate the date of cancellation and the reason for cancellation. If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: 1) you fail to pay any amount due; 2) you are convicted of a crime which results in an increase in the service required under the Plan; 3) You engage in fraud or material misrepresentation in obtaining this Plan; 4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or 5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you

purchased this Plan. In the event that replacement parts needed for repair should become unavailable during the coverage period of the Plan, we shall be excused from performance hereunder and you shall receive a refund of the purchase price paid by you for the product.

New Mexico only: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: 1) you fail to pay any amount due; 2) you are convicted of a crime which results in an increase in the service required under the Plan; 3) you engage in fraud or material misrepresentation in obtaining this Plan; or 4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan. If a refund is not paid by us or credited to your account within sixty (60) days after your return of the contract to us, we will pay you a penalty of ten percent (10%) of the purchase price for each thirty (30) day period, or portion thereof that the refund remains unpaid.

North Carolina only: The purchase of this Plan is not required to purchase or obtain financing of the product covered hereunder.

Oklahoma only: This Plan is not issued by the manufacturer or wholesale company marketing the product covered by this Plan. This Plan will not be honored by such manufacturer or wholesale company. This is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oregon only: Any controversy or claim arising out of or relating to this contract shall be settled by arbitration only upon your and our mutual agreement, in accordance with the Oregon Uniform Arbitration Act, and in your county of residence or another location in Oregon mutually agreed to by you and us.

South Carolina only: If you purchased this Plan in South Carolina, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. In the event we cancel this Plan, we shall provide prior notice of such cancellation at least fifteen (15) days before the effective date of

cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation.

Tennessee only: This Plan is automatically extended while the product is being repaired.

Texas only: Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711.

Utah only: Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. We can cancel this contract during the first sixty (60) days of an annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that we can also cancel this contract during such time period for nonpayment of premium by mailing you a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, we may cancel this contract by mailing a cancellation notice to you at least ten (10) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) nonpayment of premium; (b) material misrepresentation; (c) substantial change in the risk assumed, unless we should reasonably have foreseen the change or contemplated the risk when entering into the contract; or (d) substantial breach of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to you at your last known address and contain all of the following: (1) the contract number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation.

Washington only: In the event we cancel this Plan, we shall provide you with written notice at least 21 days prior to the effective date of such cancellation, and the notice shall indicate the date of cancellation and the reason for cancellation. You are not required to wait before filing a claim directly with the insurer of this contract.

Wisconsin only: This service contract is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin. Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation

of this Plan. We will not deny your claim solely because you did not obtain preauthorization if we are not prejudiced by your failure to notify us.