

SERVICE AGREEMENT

Congratulations on purchasing this Service Agreement. Please read these terms and conditions carefully so that you fully understand your coverage under this Agreement.

Please also review the Order Summary or purchase receipt provided to you at the time you purchased this Service Agreement. The Order Summary defines the Covered Product, Maximum Coverage Amount and Term of the Service Agreement.

1. **DEFINITIONS:**

“We”, “Us” and “Our” shall mean the obligor of this Service Agreement, Jacana Insurance Company except as follows: In **California**, **“We”, “Us” and “Our”** shall mean Jacana Warranty, Inc.; in **Arizona and Wyoming**, **“We”, “Us” and “Our”** shall mean Jacana Warranty, Inc. The aforementioned are located at 1623 Central Ave Ste 201, Cheyenne, 82001, WY. You may reach **Us** at 770-639-6649.

Administrator shall mean Jacana, Inc. located at 1623 Central Ave Ste 201, Cheyenne, 82001, WY

The following terms are used in the Order Summary

Protection Plan Price: The price you paid for this Service Agreement.

Coverage Start Date: This is the date when coverage starts under this Service Agreement.

Waiting Period: This is the amount of time from the Service Agreement Purchase Date during which if any issues occur, they are considered pre-existing conditions and render the item ineligible for coverage under this Service Agreement.

Coverage Term: This is the years of coverage, varying from one (1) to five (5) year(s), you receive under this Service Agreement, starting on the Coverage Start Date which begins after any Waiting Period. The Service Agreement is inclusive of any US manufacturer's warranty that may exist during the Coverage Term. It does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. This term of this Agreement is extended for the duration of any time that the item is being repaired under this Service Agreement.

Covered Product: The product or type of product covered by this Service Agreement.

Coverage Amount: The maximum coverage amount of this Service Agreement.

Coverage Type: This defines the level of coverage such as whether your Service Agreement includes the optional Accidental Damage from Handling (ADH) coverage.

Deductible: The applicable deductible, if any, for claims.

2. WHAT TO DO IF A COVERED PRODUCT REQUIRES SERVICE:

File online at www.jacanawarranty.com and explain the problem. We will attempt to troubleshoot the problem you are experiencing. If we cannot resolve the problem, you will be directed to an authorized service center.

3. HOW WE WILL SERVICE YOUR ITEM:

Depending on the item and failure circumstances, We will either:

- A. Repair your Product, or
- B. Provide a cash settlement or a Gift Card reflecting the replacement cost of a new item of equal features and functionality up to the Coverage Amount, or
- C. Provide a new or refurbished product of equal features and functionality.

4. 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. On-Site Service may occasionally necessitate the Service Provider to bring the unit back to their shop to complete repairs.

For shippable items, We will provide a free prepaid shipping label to our authorized service facility for repair, replacement or settlement. For fragile items like laptops, we may also provide you with a free prepaid Shipping Box to send your item to Us. You will be responsible for safe packaging and shipment. If the authorized service facility determines the item is in working condition or is not covered by Your Service Agreement, We will return the item to you or dispose of it at your request.

5. 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 Coverage Amount of the Product. In the event that We make payments for repairs or replacements, which in the aggregate, are equal to the Coverage Amount, or provide a cash settlement reflecting the replacement cost of a new item of equal 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.

6. YOUR RESPONSIBILITIES:

- A. Provide us with a complete copy of proof of purchase. We can either store it for you or you can provide such proof of purchase at time of claim.
- B. Correctly select the right JacanaProtection Plan for your product based on condition, price or purchase location.
- C. Properly maintain, store and use your item according to the manufacturer instructions.

7. WHAT IS NOT COVERED:

- A. Any product fraudulently described or misrepresented by You;
- B. 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 or loss, exposure to weather conditions, failure to properly clean, maintain or lubricate, operator negligence, misuse, abuse, improper electrical/power supply, improper equipment modifications, attachments or installation or assembly, vandalism, animal or insect infestation, battery leakage, or act of nature or any other peril originating from outside the product.
- C. Cosmetic damage to case or cabinetry or other non-operating parts or components which does not affect the functionality or the covered product.
- D. Television or personal computer monitor screen imperfections, including "burn-in" or burned CRT phosphor.
- E. Projector or rear projection TV bulbs unless that specific coverage has been offered and purchased at the time of sale with your Service Agreement.
- F. Damaged or defective LCD screens when the failure is caused by abuse or is otherwise excluded herein;
- G. All equipment intended for heavy commercial or industrial use such as industrial printers or IT equipment; riding mowers or back hoe type products;
- H. Accidental or intentional damage, cracked or damaged monitor, laptop or display screens, liquid damage, lost buttons or knobs etc., unless optional accidental damage from handling (ADH) coverage was offered and purchased at the time of sale with your Service Agreement;
- I. Conditions that were caused by You or known by You prior to purchasing this Service Agreement;
- J. Consumer replaceable or consumable batteries unless that specific coverage has been offered and purchased at the time of sale with your Service Agreement;
- K. Consumer replaceable or consumable items such as but not limited to toner, ribbons, ink cartridges, drums, belts, printer heads, belts, blades, strings, trim etc.;
- L. Product(s) with removed or altered serial numbers;

- M. Manufacturer defects 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 drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data;
- O. Failures related to transportation damage, customer education, cleaning, preventive maintenance, "No Problem Found" diagnosis, non-intermittent issues that are not product failures;
- P. Jewelry or watches that are used or refurbished at the time of purchase;
- Q. Items sold in a private sale.

8. NO LEMON POLICY:

If Your Covered Product has three service repairs completed for the same problem, which repairs are covered by this Service Agreement, and a fourth such repair for the same problem occurs, as determined by Us, within any twelve (12) month period, the Covered Product will be replaced with a comparable product or a cash settlement for replacement provided. This cost of the replacement will not exceed the original Product's purchase price.

9. 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.

10. FREE SHIPPING:

This Service Agreement covers all shipping charges to repair or service facilities during the term of coverage, including shipping to the manufacturer if the manufacturer does not cover shipping charges to their facilities.

11. WORLDWIDE SERVICE:

The coverage provided in this Service Agreement also applies when you travel overseas. If your product needs repair overseas, you may file a claim online to obtain a claim authorization number. You will need to carry the Covered Product into an authorized service center and then submit to the Administrator a copy of the detailed service repair invoice that identifies the Covered Product, the repair authorization number, and include a thorough description of the repair made. This documentation should be faxed or emailed into the Administrator and the Administrator will reimburse you within 5 business days of receipt of all necessary paperwork, provided a covered repair was performed. Note: Worldwide service does not include shipping or on-site service.

12. TRANSFER OF SERVICE AGREEMENT:

This Service Agreement may be transferred to any person in the United States at no charge. Log in to www.jacanawarranty.com, 24 hours a day, seven days a week.

13. CANCELLATION:

You may cancel this Service Agreement for any reason at any time. To cancel it, log in to www.jacanawarranty.com 24 hours a day, seven days a week. If You cancel this Service Agreement within the first thirty (30) days after purchase of this Service Agreement You will receive a full refund. If You cancel after the first thirty (30) days from purchase of this Service Agreement, You will receive a pro rata refund based on the time remaining on Your Service Agreement. No fees or past claims shall be deducted from the refund and the refund will be sent to you within ten (10) business days from the cancellation request or else a ten percent (10%) penalty per month shall be applied to the refund.

We may cancel this Service Agreement at Our option on the basis of nonpayment, fraud, or misrepresentation by You. If We cancel Your Service Agreement, You will receive a pro rata refund. 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 and written notice including effective date and reason for cancellation will be mailed to You at least 30 days prior to termination. If We cancel this Agreement for nonpayment then We will provide notice at time of cancellation.

14. GUARANTEE:

This is not an insurance policy. Our Obligations under this Service Agreement are guaranteed under a reimbursement insurance policy issued by Jacana Insurance Company. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Jacana Insurance Company.

ENTIRE CONTRACT: Unless amended by the State Specific Provisions, this Service Agreement sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.