

SERVICE AGREEMENT COMPREHENSIVE COVERAGE

SERVICE AGREEMENT

This document sets forth the entire Agreement between the Service Contract Administrator hereinafter referred to as We, Us and Our, and, the Purchaser as You and Your. No representation, promise or condition herein shall modify these terms. Service Net Solutions, LLC ("Service Net") is contractually obligated to You to provide service under this Contract where in accordance with, and as allowed by state law. If this Contract is purchased in Florida, Service Net Solutions of Florida, LLC is contractually obligated to You to provide service under this Contract. Please refer to the face of this Contract for applicable state disclosures.

1. COVERAGE AND TERM. This is not an insurance policy. Obligations under this Contract in Florida and all other states are insured by Great American Insurance, 49 East 4th Street, Suite 800, Cincinnati, OH 45202. Phone number 1-800-280-0352. With any correspondence, please provide Your daytime phone number and claim number. You are entitled to make a direct claim against the insurance company if We fail to provide service described herein within thirty (30) days after proof of loss has been filed with Us, or in the event We are no longer in business or are bankrupt. Parts and service will be furnished as necessary to maintain the proper functional operation of the equipment's hardware listed on the reverse side of this Contract. The expiration date and price of this Contract are shown on the face of this Contract. Parts and on-site service already covered under the original warranty will be provided under that warranty and no liability shall be established hereunder if covered by an original manufacturer's warranty. There are some limitations of coverage and You should review paragraph 11 for details.

2. WHAT IS COVERED. We will furnish or pay labor and replacement parts necessary to repair mechanical breakdowns of the product specified in this Agreement, provided such service is necessitated by product failure during normal usage. The specified and covered product includes only equipment as originally configured and charged for in the Service Agreement. Coverage during any of the manufacturer's parts and labor warranty includes only food loss and power surge.

A. Food loss: You will be reimbursed for food losses resulting from the failure of Your refrigerator or freezer up to \$250 per appliance over the life of the service Contract.

B. Power surge and spike: This service plan protects against operational failure of a covered product if a failure occurs while properly connected.

3. MAJOR COMPONENTS. All major components are covered as part of the standard service Contract. If You purchased an additional major component coverage plan, and a specific component is listed on the face of this Contract, only the component listed is eligible for coverage. Coverage includes one of the following: Transmissions, Motors, Pumps, Compressors, Elements, Burners, and Picture Tubes. Labor costs for the repair, replacement, and installation of that component are not covered.

4. WAIT PERIOD. Customers will be subjected to a 30 day wait period if payment is received 60 days or more after the expiration date of a) the manufacturer's warranty or b) a previous extended service plan covered by Us.

5. IMPORTANT NOTE. Repairs recommended by the repairing facility not necessitated by mechanical breakdown are not covered unless specifically authorized by Us. We reserve the right to inspect the items to be covered, or the items covered, as the case may be, prior to coverage or during the coverage period. Model number, serial number and original date of purchase of all items to be covered must be provided to execute application for service. If You request a service call for a non-covered repair, You will be responsible for the cost of the technician's time.

6. TRANSFERABILITY. You may transfer this Agreement to any person in Florida and all other states by sending written notice to: Service Net, P.O. Box 1411, Jeffersonville, IN 47131-1411.

7. TIME FOR SERVICE. Service will be performed during the hours of 8:00 a.m. to 5:00 p.m. local time Monday through Friday, excluding holidays.

8. PLACE OF SERVICE. Service will be provided on-site for the following: major appliances, DSS System, DSS add-on Receiver, Furnaces, Gas Fireplaces, Gas Logs, HDTVs, HVAC, Plasma TVs, TV's greater than 27". If the servicer determines that the product cannot be serviced in Your home, or due to environmental and technical requirements, certain repairs can not be completed in Your home, the cost of transporting the product for service or repairs will be paid by Service Net. All small appliances (including floor care) and other electronics are covered by carry-in service. For service, call the 1-800 phone number listed on the reverse side of this Agreement.

REPLACEMENT: Service Net reserves the right to offer a check for the current retail value of the Product in lieu of service or replacement of the Product.

9. PARTS AND SUBCONTRACTING. Parts used to repair equipment may either be new or rebuilt at Our sole option. Service may be performed by subcontractors.

10. UNAVAILABILITY OF FUNCTIONAL PARTS OR TECHNICAL INFORMATION. If We determine that We are unable to repair the equipment due to unavailability of functional parts or technical information, You are entitled to a comparable equipment replacement. In all cases, We will determine equipment comparability. Contractual obligations are considered fulfilled upon replacement or term limit. We reserve the right to offer a check for the current market value of the Product in lieu of service or replacement of the Product.

11. LIMITATIONS OF COVERAGE. THIS AGREEMENT DOES NOT COVER:

A) ANY EQUIPMENT LOCATED OUTSIDE THE UNITED STATES.

B) SERVICE REQUIRED AS A RESULT OF ANY ALTERATION OF THE EQUIPMENT, OR REPAIRS MADE BY ANYONE OTHER THAN 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 OUR CONTROL INCLUDING, BUT NOT LIMITED TO, REPAIRS NECESSARY DUE TO OPERATOR NEGLIGENCE, THE FAILURE TO MAINTAIN THE EQUIPMENT 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, IMPROPER VENTILATION, RECONFIGURATION OF EQUIPMENT, USE OR MOVEMENT OF THE EQUIPMENT, INCLUDING THE FAILURE TO PLACE THE EQUIPMENT IN AN AREA THAT COMPLIES WITH THE MANUFACTURER'S PUBLISHED SPACE OR

ENVIRONMENTAL REQUIREMENTS. 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 INSTALLATION THAT PREVENTS NORMAL SERVICE. ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT.

E) EQUIPMENT USED IN AN INDUSTRIAL OR COMMERCIAL SETTING. AN INDUSTRIAL OR COMMERCIAL SETTING IS DEFINED AS ANYTHING OTHER THAN A SINGLE FAMILY DWELLING. SINGLE FAMILY DWELLINGS INCLUDE: HOUSES, TOWNHOUSES, MODULAR HOUSING, CONDOMINIUMS, DUPLEXES AND APARTMENTS. EQUIPMENT USED IN RECREATIONAL VEHICLES IS NOT COVERED.

F) NONFUNCTIONAL PARTS, EXPENDABLE ITEMS, SCRATCHES, DENTS, RUST, HARD WATER DAMAGES. FOR EXAMPLE ITEMS SUCH AS: LIGHT BULBS, NONFUNCTIONAL PLASTIC, PORCELAIN, OR ENAMEL PARTS, DRIP PANS OR GRATES, EXTERIOR/INTERIOR FINISHES, KNOBS, DIALS, OR HANDLES (UNLESS CRITICAL TO THE FUNCTION OF THE PRODUCT), TRIM AND/OR APPEARANCE PARTS OR ACCESSORY ITEMS SUCH AS WATER OR ELECTRICAL CONNECTIONS AND VENTING EQUIPMENT, FILTERS, BATTERIES AND OTHER OPERATING SUPPLIES AND CONSUMABLE ITEMS.

G) DAMAGE COVERED BY MANUFACTURER'S WARRANTY, MANUFACTURER'S RECALL, IMPROPER CONSTRUCTION, OR FACTORY BULLETINS, (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS A GOING CONCERN).

H) EQUIPMENT SOLD WITHOUT A MANUFACTURER'S WARRANTY OR SOLD "AS IS".

I) EQUIPMENT OVER 10 YEARS OF AGE.

J) NORMAL PERIODIC OR PREVENTATIVE MAINTENANCE.

K) CONSEQUENTIAL DAMAGE TO OR SPOILAGE OF CD'S, FILM OR RECORDING TAPES AS A RESULT OF THE MALFUNCTIONING OF OR DAMAGE TO AN OPERATING PART, OR AS A RESULT OF ANY REPAIRS OR REPLACEMENT UNDER THIS AGREEMENT.

L) LOSS OR DAMAGE AS A RESULT OF VIOLATION OF EXISTING FEDERAL, STATE AND MUNICIPAL CODES INCLUDING REPAIRS TO PRODUCTS NOT COMPLYING WITH SAID CODES.

M) PRE-EXISTING CONDITIONS (INCURRED PRIOR TO THE EFFECTIVE DATE OF COVERAGE).

N) CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS AGREEMENT, OR LOSS OF USE OF USE DURING THE PERIOD THAT THE PRODUCT IS AT THE AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS.

O) EQUIPMENT WHERE THE SERIAL PLATE ATTACHED TO THE EQUIPMENT IS REMOVED, DEFACED OR MADE ILLEGIBLE.

P) 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. DAMAGED OR DEFECTIVE LCD SCREENS WHEN THE FAILURE IS CAUSED BY ABUSE OR IS OTHERWISE EXCLUDED HEREIN.

12. CANCELLATION AND REFUND. You may cancel at any time for any reason. If You cancel this Agreement within sixty (60) days of the date of purchase the Dealer/Retailer will refund the full purchase price less any claims. If You cancel this Agreement thereafter, the Dealer/Retailer will refund to You the remaining days of coverage on a daily prorated basis, less costs for service performed (if applicable). Neither You nor the Dealer/Retailer is obligated to renew this Agreement beyond the current term. We reserve the right to terminate the Agreement if payment is not made when due.

13. NO LEMON GUARANTEE. When three service repairs, with three separate claim numbers, have been completed on the same component, and that component requires a fourth repair, as determined by Us, We will replace it with a product of comparable performance. Preventative maintenance checks, cleanings, product diagnosis, customer education and accessory repairs or replacement are not considered repairs for the purposes of this claims limitation. This does not include repairs necessary during the manufacturer's warranty period.

14. BUYOUT. In the event We are unable to repair Your product(s) due to unavailability of equipment or parts, We at Our option may elect to buy out the Contract up to the original equipment purchase price, less any claims made.

15. ARBITRATION. Any controversy or claim arising out of or relating to this Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

16. STATE VARIATIONS. Certain states have specific conditions; conditions listed on the front of this form apply to You.

17. CLAIMS LIMITATION. The total payment(s) for all claims under this Contract shall not exceed the original retail price of the covered product(s) or system, except in those cases in which the No Lemon Guarantee applies.

18. ENTIRE AGREEMENT. This is the entire Agreement and no other oral modifications are valid.

19. LIMITATION OF LIABILITY. THE DEALER/RETAILER, SERVICE NET SOLUTIONS, LLC, SERVICE NET SOLUTIONS OF FLORIDA LLC, THEIR AGENTS, CONTRACTORS OR LICENSEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, 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. EXCLUSION IS MADE OF ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN.

If You have any questions, require customer service, or wish to report a claim, please contact: Maytag Dependability Plus, 650 Missouri Ave., Jeffersonville, IN 47130.