

GainSaver Extended Warranty Replacement Plan ("GSEW-R Plan")

1. **The Plan.** These terms and conditions of this service contract ("Terms and Conditions") govern the hardware services we will provide you under the above-mentioned plan (each referred to herein as a "Plan") for the product identified on your purchase receipt as having coverage under a Plan ("Covered Product"). These Terms and Conditions describe the coverage under each type of Plan ("Coverage").

2. **When Your Plan Begins and Ends.** Your Plan begins on the later of (I) the date you purchase the Covered Product, or (II) the date your original Covered Product was delivered to you:
 - a. **One-Time-Pay Plans.** If you paid for your Plan in one payment, based upon a specific term, Coverage under your Plan will end 9 months, one, two or three years from the date on which it started, depending on the length of the Plan you purchased, or is cancelled or our obligations under the Plan become fulfilled in their entirety, in accordance with Section 8 hereof.
 - b. **Cancellations/Renewals/Fulfillment.** For information on how your Plan may be cancelled or how your obligations are fulfilled under your Plan in their entirety, please refer to Section 8, below.

3. **Replacement of Covered Products.** Any time your Covered Product is to be replaced in accordance with these Terms and Conditions, at our sole discretion, we have the option of:
 - a. Reimbursing you for replacement with a store credit equal to the Covered Product's current market value, as determined by us, not to exceed the original purchase price of your Covered Product.
 - b. Replacing your Covered Product with a product of like kind and quality and of comparable performance. If we replace your Covered Product, the following may apply:
 - i. Technological advances may result in a replacement product with a lower selling price than the original Covered Product;
 - ii. Replacement products and parts may be new or refurbished (at our discretion) which meet the manufacturer's specifications of the Covered Product or parts;
 - iii. Covered Products and parts which are replaced become our property except where prohibited by law.

4. **TYPES OF PLANS AND COVERAGE.** There is one type of Plan and Coverage available: GSEW-R Plan

What follows are descriptions of the above Plan and Coverage.

GSEW-R Plan. If you have purchased a GSEW-R Plan, it will be identified and described on your online invoice at: <http://www.gainsaver.com/Invoices/list.aspx>

- i. When purchased, a GSEW-R Plan provides for the replacement of your Covered Product when it is determined by us to be defective as a result of normal use. If we make such a determination, we will replace your Covered Product in accordance with the replacement terms in Section 3.
 - ii. Maximum liability under this Contract shall be the cost of no more than 2 replacements with a Product of like grade and quality. Once a maximum of 2 replacement products or reimbursement has been issued under this Plan, our obligations have been fulfilled in their entirety.

5. **EXCLUSIONS TO COVERAGE.** In addition to any other Coverage and Product- specific exclusions identified above, claims and Coverage under this Plan will be denied in the following situations:
 - a. If the damage to your Covered Product was caused by accident, abuse, neglect, intentional physical damage, misuse (including faulty installation, repair, or maintenance by anyone other than GainSaver), unauthorized modification, viruses and/or spyware, performance failures due to not maintaining firmware updates, extreme environment (including extreme temperature or humidity), external condensation, mold, immersion/submersion in liquid (e.g., pool, bathtub), lightning, fire, flood, insect infestation, rodents, war,

- terrorism, computer software related failures, Acts of God or other external causes, or use not as the manufacturer intended, as stated in your manufacturer's warranty;
- b. If your Covered Product was lost or stolen (this Plan only covers Covered Products returned to us in their entirety);
 - c. If the damage to your Covered Product is cosmetic in nature, including but not limited to scratches, tears, dents and broken plastic on parts when the damage does not otherwise affect or impede its functionality or materially impair your use of the Covered Product;
 - d. If the defect or damage concerns an accessory to your Covered Product (e.g., charger, cradle, remote control, battery, keyboard).
 - e. If the serial numbers on your Covered Product have been altered, defaced or removed or if you submit a claim for a product having a different serial number than the serial number our records indicate for the Covered Product;
 - f. If the damage to your Covered Product was caused by a device other than your Covered Product, including equipment purchased at the same time as your Covered Product, controllers, consumable parts such as batteries, etc., unless otherwise expressly allowed herein;
 - g. If there is damage to, or loss of, any software or data residing or recorded in your Covered Product (when providing replacement service);
 - h. Fees or costs related to third-party contracts and consequential or incidental damages, including but not limited to loss of use, loss of business, loss of profits, loss of data, downtime, charges for time and effort, no-fault-found diagnoses, or failures that occurred prior to the purchase of this Plan;
 - i. If the use of the Covered Product is not consistent with either its design or the way the manufacturer intended it to be used;
 - j. If there is damage to personal items left in the Covered Product (you are responsible for removing all personal items from the Covered Product before service is performed);
 - k. If the Covered Product was damaged due to contact with any human or animal bodily fluids;
 - l. If the damage to the Covered Product is secondary damage (e.g., there is a car accident and the Covered Product is damaged by the car accident);
 - m. If there is damage to the Covered Product that is excluded or not covered under this Plan, including products attached to the Covered Product, such as components or add-on accessories.

6. CLAIMS PROCESS

To obtain service or check on your repair status under this Plan, you may visit: www.GainSaver.com or call 1-800-844-4051.

Phone and web support regarding this plan is available by phone and online:

- a. For online assistance, visit: www.gainsaver.com/help/returns.aspx.
- b. To receive phone assistance, call 1-800-844-4051.
Phone assistance for your covered products includes: Guidance on how to obtain a replacement of the Covered Product.
- c. Obtain a Return Authorization Number (RMA)
 - i. You must obtain authorization prior to the receipt of a replacement product or refund. Go online to <http://www.gainsaver.com/help/returns.aspx>.
 - ii. Select the invoice you will be returning.
 - iii. Select the product you will be returning and explain in detail why you need a replacement.
 - iv. Upon approval, instructions on obtaining a replacement will be emailed to you.
 - v. Once authorization is obtained you may be required, at your expense, to return the Product to GainSaver.
 - vi. This Product is not to be taken to any other retailer or repair facility.
 - vii. Once the product is received and inspected, and upon approval a store credit will be applied to your account.
- d. Obtain a Replacement
 - i. You will receive an email and be called by a GainSaver representative.
 - ii. You can choose to receive a like for like replacement free of charge or upgrade at an additional charge.
 - iii. We will ship your replacement free of charge.
 - iv. In all cases where a like for like replacement cannot be made, you may obtain a refund and cancel your GSEW-R Plan.
- e. Obtain a Refund and cancelling your GSEW-R Plan
 - i. You must enter a Customer Service request to receive a refund. Go online to <http://www.gainsaver.com/help/add.aspx> and select general as the topic and enter your request for a refund.

- ii. Upon approval GainSaver will refund you the current market value, as determined by us, of Covered Product, minus new battery after 30 days from the invoice date, original shipping, shipping insurance, diagnostics, missing accessories and gift cards.

7. **TRANSFERABILITY.** You may not transfer this Plan to any other account or person.

8. RENEWAL; CANCELLATION; FULFILLMENT OF PLANS

a. Renewal.

- i. **Renewable.** This Contract is not renewable.
- ii. **Cancellation.**
 - 1. **Cancellation by Us.** This Plan may be cancelled by us for fraud, or material misrepresentation
 - 2. **Cancellation by You.** There are no fees to cancel this plan. You may cancel this Plan at any time, for any reason, by calling 1-800-844-4051, or by entering a customer service request at: <http://www.gainsaver.com/help/add.aspx>. If the Plan is cancelled: (a) within sixty (60) days of the receipt of these Terms and Conditions, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any service received. Upon early cancellation, Gainsaver will have no further obligation to provide services under the Plan.
- iii. **Fulfillment of GSEW-R Plan.** Our obligations under your Plan will be fulfilled in their entirety once up to two replacement products (refurbished), or reimbursement pursuant to Section 3(a) has been issued, our obligations under the GSEW-R Plan have been fulfilled in their entirety.

b. **AVAILABILITY OF SERVICES.** While we try to complete service as quickly as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer delays, parts availability, shipping to a regional service facility, Acts of God or other external causes.

c. **LIMITATION OF LIABILITY.** For any single claim, the limit of liability is the lesser of the cost replacement with a refurbished product of like kind and quality that is of comparable performance. The total liability under this Plan is the current market value (as determined by us) of your Covered Product in its non-defective state, not to exceed the original purchase price of your Covered Product, including taxes. Technological advances may result in a replacement product with a lower selling price than the original Covered Product.

d. **INSURANCE.** This Plan is not a contract of insurance, but it is secured by an insurance policy provided by Hartford/ Sentinel Insurance Company, PO Box 660916, Dallas, TX 75266, Ph: (866) 467-8730. If, within 60 days, we have not received a replacement, provided you with a refund, or if you are otherwise dissatisfied, you may make a claim directly to the insurance company.

e. GENERAL

- i. These Terms and Conditions and your purchase receipt (which contains the effective date of your Plan and your product purchase identification and can be viewed online at: <http://www.gainsaver.com/Invoices/list.aspx>) constitute the entire agreement between you and us with respect to the services and benefits provided to you under your Plan and will prevail over any conflicting, additional, or other terms of any marketing collateral or other document or expression. Employees and agents of Gainsaver have NO AUTHORITY (apparent, express, implied, or otherwise) to alter or modify the terms and conditions of this Plan — either orally or in writing.

- ii. Throughout these Terms and Conditions, the words "we", "us" and "our" refer to Gainsaver Inc, the Obligor and Administrator of this Plan. Gainsaver Inc can be contacted at 3310 Industry Drive, Signal Hill CA 90755, telephone 1-800-844-4051, website: www.gainsaver.com. "Obligor and Administrator" means the party responsible for claims made in respect of the Covered Product. In addition, the term "GainSaver" refers to Gainsaver, Inc and the words "you" and "your" refer to the purchaser of this Plan.

(The original text of this warranty in English shall be considered authentic for all legal purposes.)