

Service on Demand Warranty Plan Terms & Conditions

This is a legal contract (hereinafter referred to as the “Plan”). By purchasing it, you understand that it is a legal contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. This is not a contract of insurance. This plan is only valid if the Plan and the product was originally purchased and operated in the United States of America.

I. DEFINITIONS

- “Dymin”, “Dymin Systems”, “we”, “us”, and/or “our” mean: Dymin Systems, Inc.
- “Product” means: the consumer item which you purchased concurrently with and is covered by this Plan
- “You”, “your”, or “customer” mean: the individual who purchased the product and this Plan
- “ADH” means: Accidental Damage from Handling protection

2. TERM OF COVERAGE

Your term commences on the date you purchased your product or the date your product was delivered to you, which is the date shown at the top of your invoice or sales receipt, and continues for a period of three (3) years. Except for power surge coverage, technical support and troubleshooting, annual computer tune-up, No Lemon Policy, and ADH (if purchased)—which begin on the date you purchase your covered product—all other coverage begins upon expiration of the shortest portion of the manufacturer’s parts and labor warranties. This Plan is inclusive of the manufacturer’s warranty; it does not replace the manufacturer’s warranty but provides certain additional benefits during the term of the manufacturer’s warranty. After the manufacturer’s warranty expires, the Plan continues to provide some of the manufacture’s benefits as well as certain additional benefits listed within this Plan’s terms and conditions. In the event your product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the covered repair has been completed.

3. WHAT IS COVERED

3a. All Plans: This Plan covers parts and labor costs to repair your product in the event your product fails to properly operate due any of the following reasons and is not concurrently covered under any other warranty or service plan:

1. Defects in materials or workmanship
2. Normal wear and tear
3. Dust, internal overheating, internal humidity/condensation
4. Power surge/fluctuation
5. Dead pixels based upon the manufacturer’s guidelines

We will, in our sole discretion, either repair or replace the product. If we determine, in our sole discretion that your product cannot be repaired, we will replace it with a product of like kind and quality that is of comparable performance or reimburse you for replacement of the product with store credit or a gift card, at our discretion, equal to the current market value of the product, as determined by us, not to exceed the original purchase price of your product, excluding sales tax (see section 5. REPLACEMENT PARTS OR PRODUCTS).

3b. Service on Demand Gold Plan: If you purchased the Service on Demand Gold Plan as indicated on your invoice or receipt, this Plan provides for certain additional benefits.

1. **One-Time Battery Replacement:** We provide a one-time replacement of your original rechargeable battery if it is determined to be defective by us, and at our sole discretion. We may require you to return your original defective battery to us to receive a replacement battery.
2. **Accidental Damage from Handling (ADH):** We will provide coverage for parts and labor costs to repair your product as a result of damage to your product from an event that is unintentional and unexpected (such as a drop or spill) and arises from your normal, daily usage of the product as the manufacturer intended. Secondary damage or using the product in a manner the manufacturer did not intend is not covered.

4. NO LEMON POLICY

After two (2) covered service repairs have been completed on an individual product and that product requires a third (3rd) repair, as determined by us, we will instead replace it with a product of like kind and quality that is of comparable performance or reimburse you for replacement of the product with store credit or a gift card, at our discretion, equal to the current market value of the product, as determined by us, not to exceed the original purchase price of your product, excluding sales tax (see section 5. REPLACEMENT PARTS OR PRODUCTS). The No Lemon Policy is not applicable to repairs that are necessary due to unintentional and accidental damage from handling.

5. REPLACEMENT PARTS OR PRODUCTS

Repair or replacement of a part or product will be at our sole discretion. We may use new and/or refurbished parts made by various manufacturers in performing repairs and replacement products may be new or refurbished. Replacement parts and/or products will be comparable in function and performance to the original part or product, as determined by our sole discretion. If we replace your product with a new or refurbished product, our obligations under this Plan will be fulfilled in their entirety. Technological advances may result in a replacement product with a lower selling price than the original product.

Parts replaced under the terms and conditions of this Plan become the sole property of Dymin Systems, except where prohibited by law. If we repair or replace a product, its warranty term is not extended. At our sole discretion, we may require you to return the covered product to us as a condition to receiving a replacement product.

6. CONDITIONS

6a. No Defect Found: In the event you return a product to Dymin Systems for service under this Plan and, as determined by our sole discretion, no breakdown listed in Section 3. WHAT IS COVERED is found or the product is otherwise determined **not** to be covered under this Plan, you will be responsible for current Diagnostic Fee charges and, if applicable, return shipping charges.

6b. Shipping: The cost of shipping a product back to Dymin Systems for warranty service, replacement, or exchange is the customer's responsibility. If we require you to return a product to a Dymin facility for warranty service, and we determine it to be covered under the Limited Warranty, we will ship the repaired or replaced product back to you at our expense. Damage incurred in shipping the product from Dymin Systems to the customer is covered by the warranty; however, we are not liable for any damage incurred to any product in transit from the customer to a Dymin facility.

6d. Manufacturer's Responsibilities: Parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer.

6e. 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.

6f. Purchaser Obligations: You must have this Plan and all original purchase/exchange/service receipts to receive service under this Plan.

7. DATA

You accept full responsibility for your software and data. Dymin Systems is not responsible for preserving the data or restoring software or data to your product. We are not required to advise or remind you of appropriate backup and other procedures. We are not responsible for lost or stolen data.

At times, we may inadvertently view data contained on your product in order to facilitate warranty service. It is your responsibility to remove any data you consider private before having your product serviced.

8. HOW TO OBTAIN SERVICE

You must call Dymin Systems at (515) 276-7447 or stop into a Dymin Systems branch during the Plan term to report a problem with the product. You may be asked to present your original invoice or receipt in order to claim warranty service.

If you choose to call Dymin Systems for technical support or warranty service, you will be required to engage in a remote diagnosis session with the Dymin representative to help determine the cause of your issue. If the Dymin representative determines that the cause of the issue is the result of a breakdown listed in section 3. WHAT IS COVERED and the issue is not able to be resolved remotely, Dymin, at its sole discretion, may dispatch a replacement part to you, replace the product with a comparable product that may be new or refurbished, or require you to return the product to a Dymin facility for warranty service.

If you are required to ship the defective product to a Dymin facility for warranty service, you must first call to request an RMA number. Products sent to a Dymin Systems branch without an RMA number or prior authorization will be held for 30 days pending instruction and return shipment payment. Thereafter, the product will be salvaged or disposed without any duty to account to Customer. The cost of shipping to return a product to a Dymin facility is the customer's responsibility (See section 6b. Shipping).

You may also choose to physically bring the product to a Dymin Systems branch to report a problem with the product or you may be required to bring the product to a Dymin Systems branch as the result of a remote diagnosis session described above. A Dymin representative will diagnose the cause of your

issue. If we determine the cause of the issue is the result of a listed in section 3. WHAT IS COVERED, Dymin Systems, at its sole discretion, will either repair or replace the defective product in accordance with the Plan Terms & Conditions.

If we determine that the cause of the reported problem is not covered under this Plan, you will be responsible for current labor charges as described in section 6a. No Defect Found.

After Plan services are performed, the repaired or replacement product may be picked up from the Dymin Systems branch during posted business hours. If you shipped your product to the Dymin Systems branch and the product was covered under this Plan, we will pay the shipping to return the repaired or replaced product to you (See section 6b. Shipping). We will not pay the return shipping for products that are not covered under this Plan.

9. WHAT IS NOT COVERED

9a. Damage to your product caused by accident (unless you have purchased the optional ADH Coverage), abuse, neglect, intentional physical damage, misuse (including faulty installation, repair, or maintenance by anyone that is not authorized by Dymin Systems), unauthorized modification, viruses and/or spyware, performance failures due to not maintaining firmware updates, extreme environment (including extreme temperature or humidity), external condensation, complete submersion in liquid (e.g. pool, bathtub, etc.), lightning, fire, flood, insect infestation, rodents, war, terrorism, computer software related failures, Acts of God, or other external causes.

9b. Products that have been lost or stolen (this Plan only covers products that are returned to us in their entirety); cosmetic damage to your product including but not limited to scratches, dents, and broken plastic on parts, that does not otherwise affect its functionality or materially impair your use.

9c. Products with serial numbers that have been altered, defaced, or removed; problems caused by a device that is not your product, including equipment purchased at the same time as your product; controllers; consumable parts, such as batteries, unless expressly provided for herein; damage to, or loss of any software or data residing or recorded in your product (when providing repair or replacement service, we will use reasonable efforts to reinstall your product's original software configuration and subsequent update releases, but will not provide any recovery or transfer of software or data contained on the serviced unit that was not originally included in your product).

9d. Failures or parts and/or labor costs incurred as a result of a manufacturer's recall; fees or costs related to third-party contracts, 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 problem found" diagnoses, or failures that occurred prior to the purchase of this Plan.

9e. Products used for commercial purposes, unless expressly stated on your purchase receipt that this is a Commercial Plan.

9f. Personal items left in the product (you are responsible for removing all personal items from the product before service is performed); parts and services covered under your product's manufacturer's warranty; remote control reprogramming; damage due to contact with any human or animal bodily fluids, or secondary damages.

9g. ADH Exclusions: units that fall from extreme heights such as decks, balconies, or out of windows, units that have been run over or that fall from moving vehicles, damage from liquid immersion/submersion or any other secondary damage.

10. LIMIT OF LIABILITY

For any single claim, the limit of liability under this Plan is the lesser of the cost of (1) authorized repairs, (2) replacement with a new or refurbished product of like kind and quality that is of comparable performance, or (3) reimbursement for authorized repairs or replacement. The total liability under this Plan is the purchase price you paid for the product, excluding taxes and delivery charges. Technological advances may result in a replacement product with a lower selling price than the original product. In the event that the total of all authorized repairs exceeds the purchase price you paid for the product or we replace the product, we shall have satisfied all obligations owed under the Plan.

11. RENEWAL AND TRANSFER

This Plan is non-renewable. This Plan is transferable to another owner for the product identified by the serial number on this Plan. There are no restrictions to transfer your Plan provided your Plan is valid. There are no charges to transfer this Plan. The original purchase receipts, as well as any service repair receipts or exchange receipts, must be transferred to the new owner. To transfer your Plan to a new owner of the product, you must contact Dymin Systems at 800-811-3661. Information provided by you must include the invoice number; product serial number; date of transfer; and the new owner's name, complete address, and phone number.

12. CANCELLATION

There are no fees to cancel this Plan. You may cancel this Plan at any time for any reason by surrendering the plan or providing written notice of cancellation to Dymin Systems. If you cancel within thirty (30) days of your Plan's purchase, you will receive a full refund of the price paid for the Plan, less the value of any service provided to you under this Plan. If you cancel more than thirty (30) days after your receipt of this Plan, you will receive a pro rata refund of the price you paid for the Plan based on the percentage of the Plan's unexpired term, less the cost of any service provided.

This Plan will be cancelled by us for fraud, material misrepresentation including but not limited to rental or commercial use, unsafe work environment/conditions as determined by us, unauthorized repair or replacement of covered products, or nonpayment of the Plan if you have purchased it using Dymin Systems credit terms. In the event of cancellation by us, written notice of cancellation will be mailed to you not less than sixty (60) days before the cancellation is effective. If we cancel this Plan, you will receive a pro-rata refund of the price you paid for the Plan based on the percentage of the Plan's unexpired term, less the cost of any service provided.

13. STATE VARIATIONS

The following state variations shall control if inconsistent with any other terms and conditions:

Alabama Residents: You may cancel this Plan within twenty (20) days of the receipt of this Plan. If no claim has been made under the Plan, the Plan is void and we shall refund to you the full purchase price of the Plan. Any refund due to you will be credited to any outstanding balances of your account, and the excess, if any, shall be refunded to you. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after you cancel the Plan. If you cancel this Plan after twenty (20) days of receipt of this plan, we shall refund to you the unearned portion of the full purchase price of the Plan. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you.

Arizona Residents: If your written notice of cancellation is received prior to the expiration date, we shall refund the remaining pro rata price, regardless of prior services rendered under the Plan. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives.

California Residents: The Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, 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.

Connecticut Residents: The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. In the event of a dispute with this Plan, you may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

Florida Residents: The Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by emailing, mailing or delivering to us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of the Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by us. If we cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium. If we determine in our sole discretion that your product cannot be repaired or your product provides for replacement instead of repair, we will replace your product with a product of like kind and quality that is of comparable performance or reimburse you for replacement of the product with a check, at our discretion, equal to the current market value of the product, as determined by us, not to exceed the original purchase price including all applicable taxes. This Plan can be cancelled by you at any time for any reason by surrendering or providing written notice to the retailer at the address where you purchased this Plan.

Georgia Residents: This Plan shall be non-cancelable by us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and we shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. English is the preferred language.

Illinois Residents: You may cancel this Plan: a) within thirty (30) days after its purchase if no service has been provided and a full refund of the Plan price, less a cancellation fee not to exceed the lesser of ten percent (10%) of the Plan price or fifty dollars (\$50.00); or b) at any other time and a pro rata refund of the Plan price for the unexpired term of the Plan, based on the number of elapsed months less the value of any service received, and the cancellation fee not to exceed the lesser of ten percent (10%) of the Plan price or fifty dollars (\$50.00).

Nevada Residents: You are entitled to a "Free Look" period for this Plan. If you decide to cancel this Plan within thirty (30) days of purchase, you are entitled to a one hundred percent (100%) refund of any fees paid. If you cancel this Plan after thirty (30) days from purchase, you will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. If we fail to pay the cancellation refund within 45 days of your written request 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 and any accrued penalties remain unpaid. If this Plan is canceled by us, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to you. We can cancel this Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially



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increased beyond that contemplated at the time the Plan was issued or last renewed. If we cancel this Plan no cancellation fee will be imposed and no deduction for claims paid will be applied.

New Mexico Residents: 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.

Oklahoma Residents: 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. IF EITHER YOU OR WE CANCEL THIS PLAN, THE RETURN OF THE PLAN PRICE WILL BE BASED UPON ONE HUNDRED PERCENT (100%) OF THE UNEARNED PRO RATA PRICE OF THE PLAN, LESS THE COST OF ANY SERVICE RECEIVED. DYMIN SYSTEMS IS THE OBLIGOR UNDER THIS PLAN.

South Carolina Residents: To prevent any further damage, please refer to the owner's manual.

Texas Residents: If you purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider.

Utah Residents: NOTICE: This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible. If we cancel this Plan due to fraud or material misrepresentation, you will be notified 30 days prior to the Plan cancellation. If we cancel this Plan due to non-payment, you will be notified 10 days prior to the Plan cancellation.

Wisconsin Residents: THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE. This Plan shall not be cancelled due to unauthorized repair of the covered equipment, unless we are prejudiced by your failure to obtain such authorization. We will not exclude unauthorized repair of the covered equipment, unless we are prejudiced by your failure to obtain such authorization. If you cancel this Plan, no deduction shall be made from the refund for the cost of any service received.

Wyoming Residents: This Plan will be considered void and we will refund you the full purchase price of the Plan or credit your account if you have not made a claim under this Plan and you have returned the Plan to us a) within 20 days after the date we have mailed the Plan to you, b) within 10 days after you have received the Plan if the Plan was furnished to you at the time the Plan was purchased, or c) within a longer time period if specified in the Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan to us. The right to void the Plan provided in this subsection applies only to the original Plan purchaser and is not transferable. If we cancel this Plan for reasons other than nonpayment, a material misrepresentation made by you to us or because of a substantial breach of duties by you relating to the product or its use, we will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation.

