

Administrator: Likewize Device Protection, Ltd.
1235 Bay Street
Suite 400
Toronto, ON. M5R 3K4
877-680-0272
Protect.likewize.com/newegg

ELECTRONICS EXTENDED SERVICE AGREEMENT
This Agreement is not a Contract of Insurance

Please read this **Agreement** carefully, as it describes the protection **You** will receive in return for **Your** payment of the purchase price of this **Agreement**. **You** must keep this **Agreement**, **Your** sales invoice, and receipt for the product **You** purchased; they are integral parts of this **Agreement** and **You** will be required to produce them in order to obtain service. **You** must maintain the **Covered Product** as recommended by the manufacturer's owner manual and warranty. Refer to the **Confirmation Email** for this **Agreement**, **Your** sales receipt, or invoice to determine the term of this **Agreement**, the type of plan **You** purchased, and if there is a deductible required to obtain service under this **Agreement**.

NOTICE: (1) THIS **AGREEMENT** DOES NOT REPLACE THE MANUFACTURER'S WARRANTY FOR THE **COVERED PRODUCT**; (2) THIS **AGREEMENT** IS NOT AN INSURANCE AGREEMENT; and (3) THE PURCHASE OF THIS **AGREEMENT** IS NOT REQUIRED TO EITHER PURCHASE **YOUR** PRODUCT OR TO OBTAIN FINANCING FOR IT.

Definitions:

- (1) "**Accidental Damage Due to Handling**" or "**ADH**": Any single, unexpected, sudden and accidental damage, including damage or accidental destruction that is externally visible and prevents the correct operation of the **Covered Product**, and which occurs in the normal use of handling, but does not include accumulated damage from continual or multiple events.
- (2) "**Administrator**": Likewize Device Protection, Ltd., 1235 Bay Street, Suite 400, Toronto, ON, M5R 3K4 **(877) 680-0272**.
- (3) "**Agreement**": **Your** contract that is between **You** and **Us**.
- (4) "**Authorized Service Centre**" means the service centre or centres providing repair, replacement, and reimbursement services on our behalf, as selected by us or our **Administrator** in our, or our **Administrator's**, sole discretion
- (5) "**Confirmation Email**": The email sent by the **Administrator** to **You** upon purchase of the **Covered Product**.
- (6) "**Covered Product**": The covered item(s) that **You** purchased concurrently with, and is covered by, and subject to, the terms and conditions of this **Agreement**.
- (7) "**Obligor**", "**We**", "**Us**" and "**Our**": Unless stated otherwise, the company obligated under this **Agreement** is Likewize Device Protection, LLC ("Likewize"), and **You** may contact Likewize by mail at 1235 Bay Street, Suite 400, Toronto, ON, M5R 3K4 or by phone at **(877)-680-0272**.
- (8) "**Seller**": Means "**Newegg Commerce Inc**", the entity selling the **Covered Product** and/or this **Agreement**.
- (9) "**You**" and "**Your**": The original purchaser of the **Covered Product**, or the owner of the product from whom the service agreement was validly transferred pursuant to the requirements of this **Agreement**.

Term:

This **Agreement** begins on the date this **Agreement** was purchased for the **Covered Product** or on the date **Your Covered Product** was delivered or installed, whichever is later. Should the Covered Product be subject to a manufacturers warranty period, certain benefits provided by this agreement will be the sole responsibility of the manufacturer.

Your coverage details are available on <https://protect.likewize.com/newegg> as indicated on **Your Confirmation Email**.

Coverage:

- (1) **Repair or Replacement:** **We** will provide the parts and labour necessary to repair or replace, at **Our** discretion, the **Covered Product**, when required hereunder, as a result of failures due to a mechanical or electrical breakdown, including those experienced due to normal wear and tear and power surges. **We** may, in our sole discretion, pay to you the current replacement market value of the **Covered Product** instead of repairing or replacing the **Covered Product**. Parts for the **Covered Product** may be replaced, at **Our** discretion, with new, used or remanufactured parts of like kind and quality. If the **Covered Product** cannot be repaired or if the cost of its repair exceeds the **Covered Product's** original purchase price the **Covered Product** will be replaced as determined by **Us** with a product of like kind or similar features with a value up to the purchase price of the **Covered Product**, including shipping if required, but **excluding** sales tax and handling costs which are not covered by this **Agreement** and are **Your** responsibility. In all cases requiring repairs or replacements, **We** will attempt to source the most energy efficient models or parts. Any replacement product provided to **You** as a result of a

claim being made under the terms of this **Agreement** will require the purchase of a new **Agreement** to receive coverage for the replacement product. Failure of the **Covered Product** must be reported within 60 days of the initial failure to be eligible for coverage.

- (2) **Accidental Damage From Handling:** If **you** have purchased the optional **Accidental Damage from Handling** coverage, the **Covered Product** is protected against **Accidental Damage From Handling**. **Accidental Damage from Handling** only covers operational or mechanical failure caused by a single incident while handling. For the purpose of this **Agreement**, a claim under this coverage requires an explanation of where and when the **Accidental Damage From Handling** occurred as well as a detailed description of the actual event. If needed, the replacement value of the **Covered Product** will be solely determined by the **Administrator** of this **Agreement**.
- (3) **Power Surge Protection:** This **Agreement** provides power surge protection from the product date of purchase of the **Covered Product**. If the **Covered Product** is damaged as a result of a power surge, **We** will replace the **Covered Product** in accordance with the terms herein.
- (4) **No Lemon Agreement:** This **Agreement** provides that following the expiration of the term of the **Covered Product's** manufacturer's warranty, and subject to **Our** limit of liability, after three (3) service repairs have been completed for the **Covered Product** for the same problem within a 12 month period, as determined by **Us**, in lieu of performing a fourth (4th) repair on the **Covered Product**, **We** may replace it with a product of like kind or similar features, or issue payment or store credit to **You** in an amount not to exceed the remaining limit of liability as determined in accordance with the section titled "Limits of Insurance." If **We** replace the **Covered Product** or issue a cash settlement of any kind, including a store credit, all of **Our** obligations for the **Covered Product** under this **Agreement** terminate and will be considered fulfilled.

Limit Of Liability: **Our** limit of liability for the **Covered Product** under this **Agreement** is the cost of authorized repairs to and/or replacement of the **Covered Product** as determined by **Us**, with a product of like kind or similar quality and features. DELIVERY FEES, BREAKDOWN CHARGES, INSPECTION FEES, INSTALLATION FEES, OR ESTIMATE CHARGES FOR REPAIRS THAT ARE NOT COVERED UNDER THIS **AGREEMENT** ARE **YOUR** RESPONSIBILITY.

How To Request Service: To request service for the **Covered Product**, contact the **Administrator** toll-free at 877-680-0272, or go online to <https://protect.likewise.com/newegg>. All repairs must be authorized by the **Administrator** prior to service being completed. Claims for unauthorized repairs will be denied.

Service Deliverables: **You** will receive service on the **Covered Product** as described below at **Our** discretion:

1. Repair or Replacement

Once a claim is approved, **we** will arrange for the repair or replacement of the damaged **Covered Product**. **We** will not reimburse you for any out-of-pocket expenses. **We** may, in our sole discretion, pay to you the current replacement market value of the **Covered Product** instead of repairing or replacing the **Covered Product**.

2. Refurbished Parts

At **our** option, **we** or the **Authorized Service Centre** may repair the **Covered Product** with substitute parts or provide substitute equipment that:

- a. Is of like kind, quality and functionality;

Is either new, refurbished or remanufactured, and may contain original or non-original manufacturer parts; and may be a different brand, model or colour.

Gift Card: Notwithstanding any other provision of this **Agreement**, **We** may, in **Our** sole discretion, provide you with a prepaid gift card redeemable at **Newegg.com** (including without limitation **Visa**, **MasterCard**, and **American Express**), in lieu of replacement of a **Covered Product** or cheque. The **gift card** value will be an amount equal to the cost required to repair or replace the **Covered Product** with a product of like kind and quality, as determined by **Us**, acting reasonably.

General Exclusions – What is Not Covered:

The following is applicable to all **Agreements**:

- (A) The **Agreement** applies only to the operation or use of the **Covered Product** under conditions for which it was designed, and does not cover loss or damage resulting from external causes such as dropping the **Covered**

Product (unless You purchased Accidental Damage From Handling), collision with an object, burglary, theft, vandalism, environmental conditions, fire, flooding, corrosion, sand, dirt, windstorm, hail, earthquake, riot, exposure to weather conditions, misuse, abuse, neglect, accidental damage, insect infestations, terrorist attacks, liquid spills (unless You purchased Accidental Damage From Handling), condensation, leaking Covered Product battery (or any other leaking substance within the Covered Product) or improper use of any electrical power source. Damage incurred during transportation, or any other unforeseen circumstance(s) or event(s) originating from outside the Covered Product is not covered.

- (B) The Obligor is not obligated to repair or replace cosmetic or structural items; damage, warping or rusting of any kind to the housing, case or frame of the Covered Product or any non-operating part, including plastic, or decorative parts; or parts normally designated to be replaced periodically by You or consumed during the life of the Covered Product (i.e., batteries, light bulbs, plasma refills, etc).
- (C) The Agreement does not cover preventative maintenance.
- (D) Covered Products with removed or altered serial numbers are not covered.
- (E) If Your Covered Product experiences a defect or damage that is excluded from coverage under this section or in the event that no covered defect or damage is found, then You are responsible for all repair costs, parts, and the cost of service, if any.
- (F) Any Covered Product used in a commercial setting.
- (G) This Agreement does not cover any and all pre-existing conditions known by You that occur prior to the effective date of this Agreement and/or Covered Product sold "as is", including but not limited to floor models and demonstration models, etc.
- (H) This Agreement does not cover parts or repairs due to normal aging, or wear and tear, unless otherwise specified or unless tied to a failure, and items normally designed to be periodically replaced by You during the life of the Covered Product, including but not limited to batteries, light bulbs, etc.
- (I) This Agreement does not cover damage from abuse, misuse, mishandling, introduction of foreign objects into the Covered Product, unauthorized modifications, alterations or repairs to a Covered Product.
- (J) Any other act or result not described as covered by this Agreement.
- (K) This Agreement does not provide for any expansion of the channel or frequency range capabilities of Your Covered Product, nor does it provide for cable television adjustments, hookups, or audio-video system installation.
- (L) In no event shall the Obligor be liable for consequential damages including but not limited to any delay in rendering service under the Agreement, availability of repair or replacement parts, loss or corruption of data, damage due to computer viruses, or loss of use during the period that the Covered Product is at a repair center or otherwise awaiting parts.
- (M) The Obligor is not responsible for restoring software and/or operating systems to Your Covered Product. In order for the Agreement to be valid You, the purchaser, must perform or have a qualified party perform any and all preventive maintenance recommended by the manufacturer to keep the Covered Product in normal operating condition.
- (N) The Agreement does not cover the costs of separately purchased cables, connectors, or other accessories, unauthorized repairs or modifications, improper installation of components or peripherals, losses on any component that has never been covered by an original manufacturer's warranty, repairs which should be covered by a manufacturer's warranty regardless of whether the manufacturer honors such warranty, or any other damage to recording media including CD's or DVD's, batteries, or lightbulbs.
- (O) The Obligor is not obligated to repair or replace damage related to a screen burn, image burn-in, ghost image or other related permanent discoloration of areas on the display or any other type of display damage.
- (P) This Agreement does not cover repairs that should be covered by the manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs.
- (Q) This Agreement does not cover loss or damage caused by invasion; rebellion; riot; strike; labor disturbance; lockout; or civil commotion.
- (R) This Agreement does not cover any antennae or antennae system; any expansion of the channel or frequency range capabilities of the Covered Product; circuit adjustments required to receive any particular station; service or adjustments due to changes in external power supply; power connectors and connections; reception or normal signal
- (S) This Agreement does not cover speakers (except surround-sound home theater) and remote controls.
- (T) This Agreement does not cover any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation.
- (U) This Agreement does not cover application programs; operating software; other software; loss of data or restoration of programs.
- (V) This Agreement does not cover corruption of any program, data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement.

- (W) This Agreement does not cover toner and ink cartridges and cables.
(X) This Agreement does not cover loss or theft of the Covered Product.

IN NO EVENT SHALL THE ADMINISTRATOR/OBLIGOR OR ANY OF THE ADMINISTRATOR/OBLIGOR'S AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS AGREEMENT DOES NOT COVER ANY LOSS OR DAMAGE NOT SPECIFICALLY LISTED HEREIN.

Conditions:

- (1) **Territory:** This Agreement is only available to residents of the following Provinces: Alberta, British Columbia, Labrador, Newfoundland, New Brunswick, Nova Scotia, Ontario, and Prince Edward Island.
- (2) **Subrogation:** If We pay or render service for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay or render service for a loss if You impair these rights to recover. Your rights to recover from others may not be waived. You will be made whole before We retain any amount We may recover.
- (3) **Cancellation:** This Agreement provides a thirty (30) day free look period from the purchase date of the Agreement as long as no claims have been incurred. You may cancel this Agreement for any reason at any time by emailing cancellation@Likewise.com. Please include Your name and contract ID number found in Your Confirmation Email to process the cancellation. You may also cancel this Agreement by . If Your cancellation request is within the thirty (30) day free look period, please contact the Newegg Commerce Inc at 800-390-1119, and You will receive a 100% refund of the full purchase price of the Agreement. If Your cancellation request is made more than thirty (30) days from the date of purchase, contact Us at 877-680-0272, and You will receive a pro-rata refund of the Agreement purchase price, less the cost of repairs made (if any), and less an administrative fee not exceeding the cost of the contract or \$50.00, whichever is less. We may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by You, or if required to do so by a regulatory authority, in which case a written notice will be provided at least thirty (30) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Return of the premium is based upon 100% of the unearned pro-rata premium.
- (4) **Entire Agreement:** This is the entire service Agreement between Us and You, and no representation, promise or condition made by any person or entity which is not contained herein shall modify any of the terms or conditions of this Agreement.
- (5) **Notice of Loss:** Failure of the Covered Product must be reported within 60 days of the original failure date.
- (6) **Fulfillment of Our Obligations:** This Agreement shall be fulfilled upon replacement of the Covered Product or issuance of compensation or a prepaid gift card to You in lieu of replacement of a Covered Product.
- (7) **Transferability:** This Agreement is not transferable by You.
- (8) **Assignment:** We may assign or transfer, in whole or in part, at Our sole discretion, this Agreement, or any or all of Our obligations herein, if appropriate or if required by law. We will provide You with ninety (90) days advance written notice of any such assignment or transfer, which will include information for where You can obtain customer service.