

Computer Extended Service Warranty Contract

TERMS OF SERVICE

This Contract is between Enter.Net, Inc., located at 815 N 12th Street, Allentown, PA 18102, (“Enter.Net”) and you, Enter.Net's customer (“Customer” or “you”).

This is not an insurance policy. Enter.Net, Inc. (“Enter.Net”) will provide service under this Contract as stated below.

1. PARTS AND SERVICE - Parts and service will be furnished as necessary to maintain the proper functional operation of the equipment’s hardware listed on this Contract. Customer is responsible for creating back-up copies of all their data and software on a regular basis.

The expiration date and price of this Contract is shown on the original invoice.

2. HARDWARE UPGRADE SERVICE - This Contract will cover any internal hardware components, including memory, hard disk drive, multimedia products purchased from Enter.Net and installed into equipment at the time of purchase and covered by this Contract. This Contract does not cover installation of hardware upgrade installed after the time of purchase. This contract does not cover any software issues caused by the customer or the labor to install/re-install any software components. For example, if the customer's hard drive needs to be replaced, the customer will be responsible for paying the fees associated with installing/reinstalling the Operation System and/or software.

3. TRANSFERABILITY - This Contract is non-transferable by Customer to anyone.

4. TIME FOR SERVICE - Service will be performed during the hours of 8:30 a.m. to 5:00 p.m. EST Monday through Friday and 9:00 a.m. to 3:00 p.m. Saturday, excluding holidays.

5. PLACE OF SERVICE - All service will be done only in our repair center at Enter.Net, Inc. at 815 North 12th Street, Allentown, PA 18102. Enter.Net reserves the right to determine and/or change the location of repair service at any time.

6. PARTS AND SUBCONTRACTING - Parts used to repair equipment may be either new or rebuilt at Enter.Net's sole discretion. Enter.Net may arrange for service to be performed by subcontractors.

7. UNAVAILABILITY OF FUNCTIONAL PARTS OR TECHNICAL INFORMATION - If Enter.Net determines that it cannot repair Customer's equipment due to unavailability of functional parts or technical information, Customer will be entitled to a comparable equipment replacement. In all cases, Enter.Net will solely determine equipment comparability.

8. LIMITATIONS OF COVERAGE - This contract does not cover the following:

- a) Any equipment located outside of the Continental United States.
- b) Service required as a result of any alteration of the equipment or repairs made by anyone other than the service provider, its agents, distributors, contractors or licensees or the use of supplies other than those recommended by the manufacturer.
- c) Installation or reinstallation of any equipment.

d) Damage or other equipment failure due to causes beyond Enter.Net's 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, burning-in caused by a constant patter, failure of or improper use of any electrical source, exceeding duty cycles, abuse, vandalism, computer viruses, theft, fire, flood, wind, lightening, freezing, unusual atmospheric conditions, telephone failure, or acts of war or acts of God.

e) Expendable items or consumable items such as, but not limited to, paper, floppy disks, print heads, toner cartridges, copier drums, belts, cables, laser printer drums filters, batteries, tapes, film, bulbs, lamps, print engines and other operating supplies, remote controls and consumable items.

f) Telephone or other lines connecting to the equipment.

g) Any software, including, but not limited to, application programs, network programs, databases, files, drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data.

h) In-warranty parts not provided or shipped by the manufacturer.

i) 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.

j) Equipment used in industrial settings which may be defined as: 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 in a way that prevents normal service, and any and all cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment.

k) Nonfunctional parts, including damage to cabinetry.

l) Defects in the equipment due to the manufacturer's errors or improper construction of the equipment.

m) Monitors missing less than 10 pixels and televisions missing less than 21 pixels per inch or usable screen space.

o) Damage 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.)

p) Normal or periodic maintenance.

q) Consequential damage to or spoilage of cds, diskettes, 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 contract.

r) Loss or damage as a result of violation of existing federal, state and municipal codes, including repairs to products not complying with said codes.

s) Pre-existing conditions (incurred prior to the effective date of coverage).

t) Consequential damages or delay in rendering service under this agreement, or loss of use or data during the period that the product is at the authorized service center or otherwise awaiting parts.

9. POWER SURGE - This service plan protects against operational failure of a covered product if a failure occurs while connected to a surge protector approved by the Underwriter's Laboratory. Customer's surge protector must be produced to Enter.net for examination.

10. NO LEMON GUARANTEE - Products covered by this Contract that require four (4) repairs on the same component, during the term of this Contract, will be replaced with a product of like grade and quality by Enter.Net, not to exceed the original retail purchase price.

11. BUYOUT - In the event Enter.Net is unable or unwilling to repair Customer's product(s) for any reason, Enter.Net has the option to elect to buy out the Contract, up to the original retail purchase price of the Contract less any claims paid.

12. LEGAL FEES & COSTS - If Customer violates this contract, Customer will be responsible to pay Enter.Net any and all reasonable counsel fees and costs of suit to enforce this contract. Enter.Net's liability under this contract for any claim is limited to the amount received by Customer for the services giving rise to any claim.

13. ENTIRE AGREEMENT - This Contract constitutes the entire Agreement and no oral modifications or additions are valid.

14. LIMITATION OF LIABILITY - ENTER.NET, ITS 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 ON ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN.

Customer understands that Enter.Net **is not responsible** for any data loss while Customer's computer is being serviced. Customer may request Enter.Net to temporarily back up the system data before any service is begun for a \$40.00 per 1/2 hour non-refundable charge. Customer understands that even if Enter.Net

backs-up the system data, there is still a possibility of complete or partial loss of data. Customer further understands that faulty system hardware may cause the complete or partial loss of data, during the repair, and that said loss is not the responsibility of Enter.Net.

Temporary system data back-ups done by Enter.Net are to help insure data integrity only and will not be made available to any other customer. Enter.Net is only responsible for investigating and/or repairing the issues specifically provided by Customer under the "Detailed Explanation of Problem" portion of the work order, and that Enter.Net is not responsible for investigating any other potential issues not related to those items.

Enter.Net reserves the right to charge any credit/debit card, on file or on the Computer Repair Work Order for services rendered if Customer's computer system/hardware is not picked up within 72 hours of repair completion (or delivered, if prior arrangements were made). For Enter.Net and Customer's protection, Enter.Net will provide Customer with a copy of the work order which must be shown, along with photo ID, for the release of Customer's computer.

All special-order parts will require payment in full via cash or credit card at time of ordering.

If you are not an Enter.Net Internet customer, you will have to contact your own Internet Provider for help in getting back online and/or for help in fixing problems not related to hardware and/or services performed by Enter.Net.

CANCELLATION POLICIES

Enter.Net does not give **REFUNDS** or accept **RETURNS** on special-order parts, even if the repair order is cancelled by Customer at a later date. **To change or cancel the work order/appointment Customer must contact ENTER.NET Service Dept. and speak to a representative.** A voicemail message or e-mail is not sufficient. A cancellation number will then be issued to Customer.

Cancellation Policy Once Work Has Been Started:

A minimum one (1) hour labor charge (currently \$80), plus all applicable hardware and software fees for installations and replacements, will be charged to Customer.

Cancellation Policy Before Work Has Been Started:

There is a \$50 fee for orders that are cancelled before any work has started.

Cancellation for Pick Up -Delivery / Onsite Repairs:

A minimum one (1) hour labor charge (currently \$80) fee will be charged to you for any cancellation received within 24 hours of scheduled appointments whether or not any work has begun.

Enter.Net also reserves the right to make any changes/revisions to this contract without notice at any time. The current version of this contract will be available for download at Enter.Net's Web site (<http://www.enter.net>).