

Notebook Computer Extended Service Contract

TERMS OF SERVICE

This Contract is between Enter.Net, Inc., (“Enter.Net”) 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 WILL PROVIDE SERVICE UNDER THIS CONTRACT AS STATED BELOW. THIS NOTEBOOK COMPUTER EXTENDED SERVICE CONTRACT CONSISTS OF AN EXTENDED SERVICE AGREEMENT (“ESA”) FROM THE NOTEBOOK COMPUTER MANUFACTURER (“ACER”) WHICH IS CALLED BY ACER ITS “2 YEAR MAIL-IN EXTENDED SERVICE AGREEMENT FOR NOTEBOOKS” THAT ENTER.NET WILL PURCHASE ON THE CUSTOMER’S BEHALF. ALL OF ACER'S TERMS AND CONDITIONS OUTLINED IN ITS ESA APPLY ALONG WITH ENTER.NET'S TERMS AND CONDITIONS OUTLINED IN THIS CONTRACT. IF YOU HAVE NOT BEEN SUPPLIED WITH A COPY OF THE ESA, YOU SHOULD REQUEST THIS. ENTER.NET IS PROVIDING ADDITIONAL SERVICES LISTED BELOW IN PARAGRAPH 1 THAT ARE NOT OFFERED BY THE ESA AS A SERVICE TO THE CUSTOMER. HARDWARE REPAIRS THAT ARE COVERED UNDER THIS CONTRACT WILL REQUIRE THE NOTEBOOK COMPUTER TO BE SHIPPED TO ACER FOR REPAIR. DURING THIS TIME, A LOANER NOTEBOOK COMPUTER MAY BE PROVIDED BY ENTER.NET AND MADE AVAILABLE FOR THE CUSTOMER TO USE. (SEE THE LOANER CONDITIONS BELOW). THE EXPIRATION DATE AND PRICE OF THIS CONTRACT IS SHOWN ON THE ORIGINAL PURCHASE INVOICE.

- 1. ADDITIONAL SERVICES PROVIDED BY ENTER.NET** – Enter.Net will provide the following services as part of this “Computer Extended Service Agreement Contract”. These services are provided only for the life of this Contract, the expiration date is noted on the sales invoice.

a) One(1) Computer Repair Expedite per twelve (12) month period for the life of this Contract. This means that, once a year during the life of this Contract, your Notebook Computer will be placed ahead of other pending repairs.

b) One(1) computer clean out per twelve (12) month period until the this Contract expires. This computer clean out consists of removing dust and dirt inside of the Notebook Computer and will be done at Enter.Net's repair shop located at 815 North 12th Street, Allentown, PA 18102. The Customer is responsible for bringing the Notebook Computer to Enter.Net's repair shop. Contact Enter.Net to schedule an appointment at least 24 hours in advance of drop off.

c) Enter.Net will perform a Data Backup of data files specified by Customer in writing, but not including any program files, at no additional charge ONLY if the Notebook Computer needs to be sent back to ACER for service. The Data Backup will be provided to the Customer on CD/DVD/Hard Disc (Hard Disc to be supplied by Customer). There is a limit of three (3) Data backup's per twelve (12) month period until this Contract expires. All other data back-up services are not covered by this Contract and Customer may request Enter.Net to back up the system data before any service is begun to a disk(CD/DVD/Hard Drive) for a \$99.00 fee per hour non-refundable charge.

d) No additional shipping fees will be charged to the Customer if the computer must be shipped to ACER or it's authorized repair center.

e) Enter.Net will reinstall all programs that originally came with the computer. The Customer is responsible for providing all original software and restore disks. The Customer may request Enter.Net to install additional software or programs to be installed for an additional fee, the Customer must provide all of the installation disc's.

f) Enter.Net may provide a loaner Notebook Computer, if available. Enter.Net may place a reserve (pending charge) against the Customer's credit/debit card account (which will need to have an available line of credit of at least \$1000.00) until the loaner Notebook Computer is returned to Enter.Net. Enter.Net, Inc. may also charge the Customer credit/debit card account for \$700.00 if the Notebook

Computer is not returned in good condition, with no file modifications or copying and in perfect working order.

g) The Customer will receive a thirty-six (36) month 15% off computer repair labor coupon. This may be used for computer repair work done by Enter.Net on work that is not covered by this Contract or the ESA. The Customer is responsible for mentioning this coupon at the time of the computer repair drop off. If Customer does not provide the coupon to Enter.Net at the time that the Customer's notebook computer is delivered by Customer to Enter.Net for repair, the coupon cannot be applied to the computer repair.

2. 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.

3. 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.

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

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

6. PLACE OF SERVICE - All basic service will be done 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. Any items covered under the ESA will be shipped directly to ACER or its authorized repair center.

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

8. 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.

9. 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, manufacturers, Contractors or licensees or the use of supplies other than those recommended by the manufacturer.
- c) Installation or reinstallation of any equipment, or peripherals.
- 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, spyware, 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. Networking equipment such as but not limited to routers, switches, hubs, wireless equipment, and ethernet lines.

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/LCD Screens 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. Enter.Net is not responsible for delays caused by the manufacturer or authorized repair center.

u) Cracked or damaged LCD screens are not covered by this Contract.

v) Battery life depends on the model Notebook Computer and use of the Notebook Computer when on battery power. The life of the battery is not guaranteed or warranted.

10. 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.

11. 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.

12. 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 this Contract for any reason, up to the original retail purchase price of the Contract less any claims paid.

13. LEGAL FEES & COSTS - If Customer violates this Contract, Customer will be responsible to pay Enter.Net any and all reasonable legal 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.

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. 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. CUSTOMER UNDERSTANDS THAT EVEN IF ENTER.NET BACKS-UP THE SYSTEM DATA, THERE IS STILL A POSSIBILITY OF LOSS OF DATA, COMPLETE OR PARTIAL.

**CUSTOMER FURTHER UNDERSTANDS THAT FAULTY SYSTEM
HARDWARE MAY CAUSE THE LOSS OF DATA, COMPLETE OR
PARTIAL, DURING THE REPAIR IS NOT THE RESPONSIBILITY OF
ENTER.NET, INC.**

**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.**

**15. PAYMENT AND PICK-UP OBLIGATIONS OF CUSTOMER -
ENTER.NET RESERVES THE RIGHT TO CHARGE ANY
CREDIT/DEBIT CARD, ON FILE OR ON THE COMPUTER REPAIR
WORK ORDER FOR SERVICES RENDERED NOT FULLY COVERED
BY THIS CONTRACT 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.**

**16. CANCELLATION OF SERVICE YOU REQUESTED THAT IS NOT
COVERED BY THIS CONTRACT -** For all service which is not covered by
this Extended Service Contract and which the Customer has requested, the
following will apply if the Customer attempts to cancel service that has been
requested:

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 reserves the right to change its repair and service fees at any time.

17. NO REFUND OF PRICE OF THIS CONTRACT - Enter.Net will not under any circumstances refund any part or all of the price paid for this Extended Service Contract.

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

Enter.Net reserves the right to change its repair and service fees at any time. 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>).