



## **TotalRisk™ Accidental Damage Service for Consumer Customers**

### *Services Agreement - Terms and Conditions*

BY ACCEPTING THE SERVICES AND SUPPORT DESCRIBED ON YOUR INVOICE, YOU AGREE TO BE BOUND BY AND ACCEPT THE TERMS AND CONDITIONS HEREIN. PLEASE READ THIS AGREEMENT IN ITS ENTIRETY. THESE TERMS AND CONDITIONS (THIS "AGREEMENT") WILL SUPPLEMENT, AND IF IN CONFLICT WITH WILL CONTROL, THE TERMS AND CONDITIONS OF ANY APPLICABLE SIGNED AGREEMENT BETWEEN YOU AND IT2GO (INCLUDING WITHOUT LIMITATION, IT2GO'S STANDARD KEY CUSTOMER PURCHASE AGREEMENT) OR, IN THE ABSENCE OF SUCH AN AGREEMENT, IT2GO'S STANDARD INVOICE TERMS AND CONDITIONS OF SALE. IT2GO'S STANDARD INVOICE CONTAINING A DESCRIPTION OF THE PRODUCT YOU PURCHASED IS HEREBY INCORPORATED BY REFERENCE IN ITS ENTIRETY INTO THIS AGREEMENT. THIS AGREEMENT IS BETWEEN YOU AND IT2GO SOLUTIONS INC

For your one-time payment to us as specified on your invoice (the "Total Price") for each computer or computer-related device ("Computer Device") plus any applicable sales or similar taxes, IT2go will provide you with TotalRisk Service pursuant to the following terms and conditions:

**1. Covered Computer Devices:** You must pay a separate Total Price for each Computer Device you wish to be covered by this Agreement. With regard to each Computer Device covered by this Agreement the following general terms, conditions and exclusions shall apply:

**a.** If you purchased TotalRisk for a Computer:

- 1). Notebooks. Only the central processing unit, internal keyboard, internal hard drives, and the computer's built-in LCD are covered.
- 2). Desktops. Only the central processing unit, keyboard, mouse, internal hard drives, and the computer's original monitor (when invoiced as part of system order purchase) are covered.
- 3). Limitations. Your purchase of this Agreement for a computer does not cover peripheral devices or components such as (without limitation) docking stations, external modems, external speakers, game devices, carrying cases, secondary monitors, external mouse on notebooks, external keyboard on notebooks, power/AC adapters, and other components not internal to the Computer Device; however, TotalRisk Service may be purchased separately for certain peripherals as specified in paragraph 1.b. below.

**b.** If you purchased TotalRisk for a Peripheral:

1). Scope. Only parts built in or on the base unit, including parts or accessories that are required for regular operation of the unit and shipped at point of sale, such as internal memory, built-in LCD, internal components/switches, built-in buttons, drawers, lids or panels, remote controls, synchronization cradles, or cables are covered. Covered peripherals for which you may purchase a separate TotalRisk contract may include devices such as handhelds/PDAs, printers, digital cameras, monitors, plasma or LCD televisions, or projectors.

2). Limitations. This Agreement does not cover externally-attached computers, peripherals, or other devices that may work in conjunction with the covered peripheral, and this Agreement does not cover components, cases, television or monitor wall mounts, wiring, or items classified as "accessories" or "consumables" and not built in or on the base unit, such as batteries, light bulbs, disposable/replaceable print/ink cartridges, print or photo paper, memory disks, disposable memory devices, wire connections, carrying cases, stylus pens, docking stations, external modems, external speakers, game devices, game disks, secondary monitors, external mouse or other input/output devices, any other components not internal to the peripheral Computer Device for which you purchased TotalRisk, or other parts/components requiring regular user maintenance.

**c.** Other Limitations for all Covered Computer Devices: This Agreement is for hardware only. TotalRisk Service does not cover software. This software exclusion includes but is not limited to:

- 1) any defects in or damage (including without limitation virus-inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Computer Device and

2) any software loaded through Custom Factory Integration. In addition, TotalRisk does not cover any other items added through Custom Factory Integration. We will exercise reasonable efforts to, but this Agreement does not guarantee that we will, repair or replace non-software Custom Factory Integration items that may otherwise be excluded components.

## **2. Scope of Services:**

**a. Repair and Replacement Service.** During the term of this Agreement and subject to the limitations in this Agreement, we will repair or replace the Computer Device as necessary to correct any damage to the Computer Device which occurs during the usual and customary usage of the Computer Device because:

- An electrical surge damages the Computer Device's internal circuitry, or
- You accidentally drop the Computer Device (in the case of Notebooks and/or Peripherals) or the Computer Device is otherwise accidentally damaged from handling including damage to:
  - The keyboard if you spill liquid.
  - The LCD/monitor cracks or shatters in extreme temperatures.

If we repair your Computer Device, you understand and agree that we may replace original parts with new or used parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. In our discretion, we may designate an affiliated company or contract with a third party to complete repairs on the Computer Device.

If we decide that it is necessary to replace the Computer Device rather than repair it, you will receive a Computer device equivalent to or better than the Computer Device you originally purchased from us, as determined by us in our sole and reasonable discretion.

**b. Limits of Support Services.** This Agreement does not cover and we are not obligated to repair or replace:

- Any Computer Device located outside the province of Quebec
- Any Computer Device which has reached a maximum of three (3) services interventions
- Any damage to or defect in the Computer Device that is cosmetic only or otherwise does not affect Computer Device functionality. Under this Agreement, we are not obligated to repair reasonable wear and tear on the Computer Device and other superficial items, such as scratches and dents that do not materially impair your use of the Computer Device.
- Any Computer Device that anyone other than IT2go or a person we designate has tried to repair.
- Any repair or attempted repair on the Computer Device covered by this Agreement by any party other than us or someone we designate will void and cancel this Agreement. We will not reimburse you for any repairs that you or another person make or attempt to make to the Computer Device.
- Any Computer Device that suffers damage in connection with or as a result of incorrect or inadequate Customer Installation. "Customer Installation" shall include any of the following performed by the Customer or any third party on behalf of the customer: (1) unpacking or moving the Computer Device (2) installation or mounting of a Computer Device to a wall or other structure (or removal of the same following installation) and (3) affixing of brackets or other weight bearing devices designed for mounting or attachment to a wall or other structure (or removal of the same). Customer Installation does not include third party installation services purchased from IT2go.
- Any Computer Device that is lost or stolen. To receive repair or replacement of a Computer Device, you must return the damaged Computer Device to us in its entirety.
- Any Computer Device that is damaged by fire from an external source or that is intentionally damaged. If we find evidence of intentional damage, we are not obligated to repair or replace the Computer Device.
- Any recovery or transfer of data stored on the Computer Device. You are solely responsible for all data stored on the Computer Device. We do not provide you any data recovery services under this Agreement.
- Preventive maintenance. It is not necessary that you perform any preventive maintenance on the Computer Device to obtain repair or replacement of a Computer Device covered by this Agreement.
- Except as specifically provided herein, any other damages that do not arise from defects in materials or workmanship or ordinary and customary usage of Computer Device or handheld peripheral device.
- Any damages arising from acts of God.

**c. Limitation of Liability.** NEITHER IT2GO SOLUTIONS INC. NOR ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ARE LIABLE TO YOU, OR ANY SUBSEQUENT OWNER OR OTHER USER OF THE COMPUTER DEVICE, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LIABILITY OR DAMAGES FOR THE COMPUTER DEVICE NOT BEING AVAILABLE FOR USE, LOSS OR CORRUPTION OF DATA OR SOFTWARE, PERSONAL INJURY, DEATH, OTHER INDIRECT LOSS DUE TO COMPUTER DEVICE FAILURE, OR ANY AND ALL INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE COMPUTER DEVICE, EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY WAIVE ANY CLAIMS DESCRIBED IN THIS PARAGRAPH. YOU AGREE AND UNDERSTAND THAT WE WILL NOT BE RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY YOU FOR THE PURCHASE OF THE COMPUTER DEVICE COVERED BY THIS

AGREEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### **3. Your Responsibilities:**

a. General. To receive the TotalRisk Service, you are responsible for complying with the following:

1). **Cooperate with Technician.** You must cooperate with the technician to ensure that the Computer Device is properly serviced. At our discretion, the technician will either send you a replacement part for you to install on the Computer Device or give you directions to ship the Computer Device to our repair facility. So long as you follow our directions, we may in our discretion, pay all shipping charges for return of the Computer Device to our repair facility. After service has been rendered, we will pay all shipping charges for return of the Computer Device to your facility. Once at our repair facility, we may repair the Computer Device or ship you a replacement Computer Device depending on our assessment of the damage to the Computer Device. In some cases, where we can determine over the telephone that a replacement Computer Device will be necessary, we may in our discretion, ship you a replacement Computer Device immediately. However, if you fail to return the damaged Computer Device to us, you agree that you are responsible for the retail price of the replacement Computer Device.

2). **Payment.** TotalRisk Service is only available with the purchase of a IT2go notebook computer, IT2go desktop computer, IT2go projector, IT2go handheld or other peripheral or system for which IT2go currently offers TotalRisk, but it is not necessary that you purchase TotalRisk Service to buy a Computer Device from us. Our invoice to you for the Computer Device will indicate whether you purchased TotalRisk Service, and will serve as your receipt. We will provide you a copy of the invoice and this Agreement within ten (10) days after your purchase of a Computer Device with TotalRisk Service. In addition, the Computer Device will be tagged with a serial number that will indicate your purchase of TotalRisk Service (the "Service Tag").

b. How and When to Use.

1). The hours of Support shall not include regular holidays which include New Year's Day, Good Friday, Memorial Day, Canada Day, Fête des Patriotes, Labor Day, Thanksgiving and Christmas Day, and the day after Thanksgiving, Christmas Day and New Year's Day. IT2go is not liable for any failure or delay in performance due to any cause beyond its control.

2). **IT2go Solutions Inc., 2365 Boul. Industriel, Chambly, Qc, J3L 4W3, is the only party obligated to provide service under this Agreement. To initiate a service request under this Agreement, you must call our service department at 1-888-880-0445, ext. 2225. When you call, a IT2go technician will ask for the Service Tag number located on your Computer Device. Once the technician has verified your purchase of TotalRisk Service, he will ask you a series of questions to assess the extent and cause of damage to the Computer Device.**

### **4. General Terms:**

a. **Term and Renewal.** This Agreement begins on the date you receive the Computer Device from us and expires on the contract expiration date corresponding to the TotalRisk Service term purchased. The term of this Agreement may not be extended or renewed.

b. **Claims of Confidentiality or Proprietary Rights.** You agree that any information or data disclosed or sent to IT2go, over the telephone, electronically or otherwise, is not confidential or proprietary to you.

c. **Transferability.** You may not transfer this Agreement to subsequent owners of the Computer Device. We will not provide TotalRisk Service for the term of this Agreement to all subsequent owners of the Computer Device.

d. **Cancellation.** This Agreement is dated as of the date you receive the Computer Device from us. You may cancel this Agreement within thirty (30) days of your receipt of this Agreement by sending written notice to us at:

**IT2go Solutions Inc.  
2365 Boul. Industriel  
Chambly, Qc, J3L 4W3  
Attn: Service and Support Department**

**If you cancel this Agreement within thirty (30) days of your receipt of it, we will send you a full refund less the cost of claims, if any, made under this Agreement. For example, if no claim has been made under this Agreement and you cancel this Agreement within 30 days of your receipt of it, this Agreement shall be void and we shall send you a full refund of the purchase price of this Agreement. You may not cancel this Agreement after thirty (30) days of your receipt of this Agreement**

**We may cancel this Agreement if you fail to pay us the Total Price for TotalRisk Service in accordance with our invoice terms, make a misrepresentation to us or our agents, or otherwise breach your obligations under this Agreement. We will not cancel this Agreement for any other reason. If we cancel this Agreement, we will send**

**you written notice of cancellation at the address indicated in our records. The notice will include the reason for cancellation and the effective date of cancellation, which will not be less than ten (10) days from the date we send notice of cancellation to you, except as provided in paragraph 4.h. for customers in certain states.**

**TotalRisk Service must be cancelled separately for each Computer Device.**

e. Entire Agreement. This Agreement is the entire agreement between you and IT2go with respect to its subject matter and none of IT2go's employees or agents may orally vary the terms and conditions of this Agreement.

This Agreement is not a warranty. The Computer Device you purchase from us may also come with a limited hardware warranty from IT2go or third party manufacturers of Computer Devices we distribute. Please consult the applicable limited warranty statements for your rights and remedies under those limited warranties.

For cancellation set forth in this Agreement. If you cancel this Agreement within thirty (30) days after your receipt of this Agreement and you have not made a claim under this Agreement, you are entitled to a full refund of the Total Price. If you cancel this Agreement any time after thirty (30) days after your receipt of this Agreement or if you cancel this Agreement and have made a claim at any time under this Agreement, you are entitled to a refund of the unearned premium calculated on a pro rata basis, minus a cancellation fee of 10% of the Total Price.

We may cancel this Agreement for any reason within sixty (60) days after your receipt of this Agreement. We may cancel this Agreement thereafter only if:

- You fail to pay an amount when due;
- You are convicted of a crime that results in additional service under this Agreement;
- It is discovered that you committed fraud or made a material misrepresentation in obtaining this Agreement or submitting a claim;
- It is discovered that you engaged in an act or omission, or violated a condition of this Agreement, after the date of this Agreement which substantially and materially increases the service due under this Agreement; or
- A material change occurs to the nature or scope of the service that causes it to be substantially and materially increased beyond that contemplated as of the date of this Agreement.

We may also at our discretion. cancel this Agreement for **with cause** at any time after your receipt of this Agreement. We may cancel this Agreement **with cause** thereafter **only if**:

- You are convicted of a crime that results in additional service under this Agreement; or
- It is discovered that you intentionally committed a misrepresentation in obtaining the services covered under this Agreement or submitting a claim; or
- A change occurs to the scope of the service due to negligence that causes it to be substantially and materially increased beyond that contemplated as of the date of this Agreement; or
- A change occurs to the scope of the service due to negligence that causes it to be substantially and materially increased beyond that contemplated as of the date of this Agreement; or
- The maximum number of interventions (3) per Computer Device has been reached.

If we cancel this Agreement as provided above, we will send you written notice at the address indicated in our records. The notice will include the effective date of the cancellation, which will not be less than ten (10) days after the date we send you the notice of cancellation. In addition, you will be entitled to a refund of the unearned premium calculated on a pro rata basis. We will deliver to you within forty-five (45) days any unearned premium to which you are entitled as provided above. In the event, that the unearned premium equals zero or is negative, you will still be entitled to a fix fee of thirty five (35) dollars.

We will deliver to you within forty-five (45) days any unearned premium or the fix fee to which you are entitled as provided above whichever represent the highest amount for the Customer.

You are not required to pay a deductible to receive the service. Defects in the covered hardware existing prior to the date of this Agreement are not covered by the service. Repairs initiated or completed without IT2go's prior approval will not be covered under this service contract. The obligations of IT2go under this Agreement are backed by the full faith and credit of IT2go.

f. The parties acknowledge that they have required that this Agreement, as well as the documents, notices and legal proceedings executed, given or instituted pursuant hereto or relating directly or indirectly hereto be drawn up in English. *Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention ainsi que tous les documents exécutés, avis données et procédures judiciaires intentées directement ou indirectement à la suite ou relativement à la présente convention.*

**g.** This Agreement will be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada if applicable therein. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Province of Quebec.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the parties intend that such provision be amended or construed in a manner designed to give the greatest possible legal effect to the purposes of the provision to the fullest extent permitted by law. If such provision cannot be so amended and construed, that provision shall be deemed to be severed here from, and the remaining provisions of this Agreement shall not be affected thereby and shall remain valid and enforceable.

Amendment to these terms and conditions must be in writing and signed by an authorized representative of IT2go Solutions Inc.

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.