# Powwwer.net WildBlue Equipment Service Plan

#### Agreement

Customer Name: \_\_\_\_\_\_ Account #:\_\_\_\_\_

## Thank you for signing up for Powwwer.net's WildBlue Equipment Service Plan ("Plan")!

## **TERMS AND CONDITIONS**

This Agreement is made and entered into the date and year below:

**Obligor:** The Company obligated under this Plan is Regional Media Corporation, dba Powwwer.net, located at 216 S. Vine, El Dorado, Kansas, 67042. Phone (316) 320-1120.

Customer: The individual signing this agreement and obligated to comply with its terms and conditions.

**Instructions:** Please keep your validation for the product under this agreement. It is an integral part of the Plan and you may be required to produce it to obtain service or replacement. The Plan, including the terms, conditions, limitations, exceptions, and exclusions constitute the entire agreement between Obligor and Customer.

The Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during its term. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions.

This Plan is not an insurance policy.

What is Covered: The Plan covers parts and labor costs resulting from a breakdown of the WildBlue equipment from normal wear and tear, and re-alignment after a successful installation.

#### This Plan includes the following enhanced coverage:

- Repairs necessary for the product to meet the manufacturer's written specifications.
- Dedicated technical troubleshooting professionals available by phone 24 hours a day 7 davs a week.
- Automatic renewal. \_

Equipment Replacement and Repair: At our option, we may repair or replace the dish, tria and/or modem with new, used or refurbished equipment.

**Terms of Coverage:** The Plan coverage commences one (1) calendar month from the date of purchase of the Plan and is effective for a period of one (1) year. The Plan will automatically renew month to month after the first twelve (12) months unless the Plan is cancelled as per the "Cancellation" provision.

**Plan Payment Terms:** You will be billed for the Plan purchase price in equal monthly installments. If your monthly Plan purchase price is subject to change during the term of this Plan, you will be notified 60 days in advance of any price increase.

**To Obtain Service:** If your product fails, call (888) 223-0460 twenty-four (24) hours a day, seven (7) days a week to reach our technical support services. Unauthorized repairs may void this Plan.

What is Not Covered: The following are not covered by this Plan: (1) Incidental or consequential damages; (2) Intentional acts or criminal acts, damage from accident, abuse, misuse, introduction of foreign objects into the product, unauthorized product modifications or alterations, failure to follow the manufacturer's instructions, third-party actions (fire, collision, vandalism, loss, theft, etc.); (3) Damage which is not reported prior to the expiration of this Plan; (4) External signal interference; (5) Pre-existing conditions or problems; (6) "Acts of God".

**Cancellation:** You may cancel this Plan at any renewal date of the Plan for no charge. You may also cancel this Plan during the term of coverage by either calling 316-320-1120 or providing written notice with a copy of the Plan to the Administrator at the following address: P.O. Box 1242, El Dorado, Kansas, 67042, Attn: Customer Service. While this Plan may be cancelled by you for any reason, an administrative fee of ten dollars (\$10.00) will be assessed if the Plan is cancelled midterm. This Plan may not be cancelled by Powwer.net except for: (1) fraud, material misrepresentation or non-payment by you; (2) for violation of any of the terms and conditions of this Plan; (3) WildBlue business ceases to operate; (4) if your WildBlue service is cancelled, disconnected, or terminated with Powwwer.net, for any reason, this Plan will be cancelled.

No Deductibles: There are no deductibles under this Plan.

**Transferability:** this Plan is not transferable.

Price: \$5.00 per month.

This is a legal contract. By signing, you acknowledge that it is a binding agreement and further acknowledge that you have had the opportunity to read the terms and conditions set forth herein and are signing knowingly and voluntarily.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_