

MDG EXTENDED PROTECTION PLAN TERMS AND CONDITIONS

1. GENERAL TERMS AND CONDITIONS

- a. Throughout this MDG Extended Protection Plan Terms and Conditions (“Extended Protection Plan” or “Terms and Conditions”, collectively “Protection Plan”) we will use the terms “we,” “us,” “our,” and “MDG” (whether or not capitalized) to describe MDG Computers Canada Inc. The words “you” or “your” (whether or not capitalized) refers to the purchaser of the Protection Plan.
- b. By purchasing this Extended Protection Plan you understand that this is a legal contract and you acknowledge that you have had the opportunity to read and understand the contents of this Protection Plan, and that you accept these Terms and Conditions.

2. THE PROTECTION PLAN

- a. This Protection Plan only covers products purchased from MDG for which you have paid the Extended Protection Plan price as shown on your original invoice, and that has a manufacturer’s warranty (“Covered Product”). The Protection Plan only covers products used primarily for personal, family or household purposes or in a home office setting. All original invoices are required for any Covered Product repairs, replacements, exchanges, or credits. Coverage under this Protection Plan is inclusive of any applicable manufacturer’s warranty and is an extension of the coverage provided under any applicable manufacturer’s warranty without registration.
- b. Your Protection Plan for the Covered Product commences on the purchase date of the Covered Product and will expire two (2) or (3) years thereafter, depending on the Protection Plan you have purchased and subject to any applicable cancellation provision(s) set out in Section 10. The Extended Protection Plan covers all the original manufacturer’s warranties, if applicable, from the date of invoice, subject to some exceptions as set out in Section 6. For example:

If you purchase a product from MDG that has a one (1) year manufacturer’s warranty and purchase a two (2) year Protection Plan; your total warranty coverage, inclusive of the manufacturer’s warranty and Protection Plan, will expire two (2) years from the date of invoice.

If for example you purchase a product from MDG that has a (1) year manufacturer’s warranty and purchase a three (3) year Protection Plan; your total warranty coverage, inclusive of the manufacturer’s warranty and Protection Plan, will expire three (3) years from the date of invoice.

- c. The “Coverage Period” means the date your Protection Plan begins and expires as set out in the above subsection.
- d. The Protection Plan is only available to the purchaser of the Covered Product. No other person or entity shall have any right, remedy or claim, legal or equitable, to any aspect of the Extended Protection Plan.
- e. Subject to any legal warranty provided by law, MDG disclaims all warranties and conditions, express or implied, including without limitation, implied warranties or conditions of merchantability and fitness for a particular purpose, other than obligations explicitly stated herein.
- f. All information regarding the Extended Protection Plan, including how to make a claim, is available by contacting MDG Customer Service. For further contact details please see: <http://www.mdg.ca/content/about/contact.aspx?PID=mdghomepage>.

- g. If you have a MDG Premium Credit Line Membership you may have existing benefits and services under that membership that this Protection Plan offers. If you have a MDG Premium Credit Line Membership, please see our MDG Premium Credit Line Membership Terms and Conditions for further details.

3. CLAUSE REQUIRED UNDER THE CONSUMER PROTECTION ACT* APPLICABLE TO RESIDENTS OF QUEBEC ONLY

(For a contract other than a contract of credit that contains a clause of forfeiture of benefit of the term)

Before availing himself of this clause, the merchant must forward the consumer a notice in writing and a statement of account.

Within 30 days following the receipt by the consumer of the notice and the statement of account, the consumer may:

- (a) either remedy the fact he is in default; or*
- (b) present a motion to the court to have the terms and conditions of payment prescribed in this contract changed; or*
- (c) present a motion to the court to obtain permission to return the goods forming the object of this contract to the merchant.*

If the consumer returns the goods to the merchant with the permission of the court, his obligation under this contract is extinguished and the merchant is not bound to return to him the payments he has received from him.

It is in the consumer's interest to refer to sections 14, 104 to 110 of the Consumer Protection Act (R.S.Q., c. P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.

R.R.Q., 1981, c. P-40.1, r. 1, s. 43.

4. MANUFACTURER'S WARRANTY

- a. The Protection Plan complements but does not replace the manufacturer's warranty or obligations. Parts and services covered under any applicable manufacturer's warranty are the manufacturer's responsibility and not covered by MDG under this Protection Plan during the manufacturer's warranty period. During the manufacturer's warranty and warranty obligations period, please contact the manufacturer directly for all such claims. Should you contact MDG with respect to a claim covered by the manufacturer's warranty or warranty obligations, you will be referred to the applicable manufacturer.
- b. Although not covered nor an obligation of MDG's under the Protection Plan, MDG may offer to help facilitate any applicable manufacturer's warranty claim by providing you administrative assistance to process a manufacturer's warranty claim directly with the manufacturer.
- c. If your Covered Product is replaced as a result of an applicable manufacturer's warranty claim, your replacement device will become the Covered Product under the Protection Plan, provided that you contact MDG Customer Service at 1-800-906-0976 ext. 352 to provide the serial number and any other information requested so that we can properly identify the new device as the Covered Product.

5. EXTENDED PROTECTION PLAN – WHAT IS COVERED

- a. The Extended Protection Plan applies to any part and/or labor costs resulting from mechanical breakdown or failure of a Covered Product that is revealed through normal usage for the duration of the Protection Plan Coverage Period, where such obligation was specifically covered under the

terms of any applicable original manufacturer's warranty, and at MDG's sole discretion is limited to the lesser of the cost to:

- i. Repair,
 - ii. Replace (with same product, or product of equal or greater value), or
 - iii. Original purchase price of the Covered Product in the form of a credit to your account including applicable taxes.
- b. The Extended Protection Plan is strictly limited to items mentioned in Section 5 a., outlined above, and specifically excludes, *inter alia*, any exemplary or aggravated damages, legal fees, loss of use, loss of profit, interruption of business, stress and inconvenience, and moral damages.
- c. After two covered repairs concerning the same defect have been attempted or completed on the same Covered Product during the Coverage Period (each a "Qualified Repair"), and such Covered Product requires a third Qualified Repair, we will replace it with a new device of like kind and quality and of comparable performance in accordance with the terms of Section 7 below (the "No-Lemon Benefit") and our obligations under this Protection Plan will have been fulfilled in their entirety. This No-Lemon Benefit shall also be subject to the following:
- i. You have 90 days from the date of our No-Lemon Benefit authorization to complete your Covered Product replacement transaction.
 - ii. You must return the Covered Product.
 - iii. **The following services are not Qualified Repairs for purposes of the No-Lemon Benefit:**
 - parts and service covered under any applicable manufacturer's warranty or by a manufacturer;
 - preventative maintenance and/or maintenance checks;
 - cleanings;
 - customer education;
 - troubleshooting and any diagnosis;
 - any technical issues support services in relation to computer software-related issues;
 - virus and/or spyware damage/removal;
 - a valid no-fault-found determination;
 - accessory repairs/replacements (i.e., chargers, disposable batteries).
- d. During the Coverage Period, MDG's Technical Support department will provide you with access to telephone based technical support resources. **Telephone technical support is available only on desktop and laptop computers.** Our Technical Support representative will assist you on the telephone to determine what technical difficulties may exist. To the extent that our diagnosis confirms a hardware failure, we will assist you in arranging service for your Covered Product. We do not support customized or proprietary software, those applications that were installed after your original product purchase, or those software errors that confirm improperly functioning or defective software. Additionally, the Protection Plan does not provide education on how to utilize or perform tasks using any type of software program, preloaded or other.

6. EXTENDED PROTECTION PLAN – WHAT IS NOT COVERED

- a. This Extended Protection Plan **does not cover** the following:
- i. Accessories, promotional items and peripheral devices are not covered by the Protection Plan but may be covered under any applicable manufacturer's warranty. Examples of accessories, promotional items and peripheral devices include tablets, external speakers, monitors, keyboards, mice and remote controls;

- ii. There are no MDG warranties on services or software. Warranties, if any, for software are contained in the licensing agreement that governs its purchase (or licensing) and use.
- iii. Cosmetic damage (i.e., scratches, tears, dents and broken casing) that does not otherwise affect or impede its functionality or materially impair its use;
- iv. Maintenance, repair or replace or replacement necessitated by any causes other than normal usage and operation of the Covered Product in accordance with any applicable manufacturer's guidelines, including but not limited to theft, exposure to weather, moisture and other environmental conditions, negligence, accidental or intentional physical damage, misuse, abuse, unauthorized repairs, improper installation, transportation damage (except damage incurred by authorized shipment of the Covered Product to an from an authorized service), improper equipment modifications, vandalism, spilled liquids, burned phosphor (including image ghosting), pixel burnout not in accordance with any applicable manufacturer's guidelines, computer viruses, software generated problems or acts of nature or any other peril originating from outside of the Covered Product;
- v. Lost parts (i.e., remotes, knobs or other similar parts) or consumable parts including but not limited to cartridges, drums, bulbs (including lamps and optical units), end-user replaceable batteries, laptop power source batteries, and end-user replaceable print heads;
- vi. Unauthorized servicing and transportation charges;
- vii. Covered Product with removed or altered, defaced or removed serial numbers or if you submit a claim for a product having a different serial number than the serial number our records indicate for the Covered Product unless you show that you received a replacement product from the manufacturer under any applicable manufacturer's warranty;
- viii. Covered Product used for commercial purposes, used by the public, used as a lease or rental or used in common areas in multi-family housing;
- ix. Indirect, consequential or incidental damages, including but not limited to, loss of profits, loss of data, down-time and charges for time and effort;
- x. Fees related to third party contracts;
- xi. Acts of God including lightning, fire, flood, earthquakes and other external causes;
- xii. Use outside of the permitted or intended uses described by the manufacturer;
- xiii. Covered Products that have been lost or stolen (the Protection Plan only applies to Covered Products returned in their entirety);
- xiv. Damage to, or loss of, any software or data residing or recorded in your Covered Product (when providing repair or replacement service, we will use reasonable efforts to reinstall your Covered Product's original software configuration and subsequent update releases, but we will not provide any recovery or transfer of software or data);
- xv. Personal items left in the Covered Product;
- xvi. "No problem" or "no fault" type diagnosis and intermittent errors that cannot be reproduced;

- xvii. Minor imperfections in units that meet design specifications or cosmetic imperfections that do not alter functionality;
 - xviii. If the failures or parts and/or labor costs incurred are the subject of a manufacturer's recall;
 - xix. Preventative maintenance on the Covered Product; and
 - xx. Any resultant damage to the Covered Product that arises from one or more conditions described above.
- b. During the Coverage Period, MDG's Technical Support department **will not provide the following access to telephone based technical support resources:**
- i. Troubleshooting issues that are likely to be resolved by upgrading your (i) operating system (ii) consumer software; or (iii) or both the current version, if you choose not to upgrade;
 - ii. Training services;
 - iii. Any home network, router support or support for devices connected to your Covered Product; and
 - iv. Damage to, or loss of any software or data that was residing or recorded on the Covered Product. This Protection Plan does not cover the recovery or reinstallation of user data.

7. REPAIR, REPLACEMENT OR CREDIT OF COVERED PRODUCT

- a. Any time your Covered Product is to be repaired or replaced in accordance with these Terms and Conditions, at our sole discretion, we have the option of:
- i. Repairing your Covered Product. Replacement parts utilized for repair service will be, at our sole discretion, new, refurbished or non-original manufacturer's parts that perform to the factory specifications;
 - ii. Replacing your Covered Product with a product of like kind and quality of comparable performance. If we replace your Covered Product, the following may apply:
 - Technological advances may result in a replacement product with a lower selling price than the original Covered Product;
 - Replacement products and parts may be new or refurbished (at our discretion) which meet the manufacturer's specifications of the Covered Product or parts; and
 - Covered Products and parts which are replaced become our property except where prohibited by law;
 - iii. Reimbursing you the original purchase price of the Covered Product in the form of a credit to your account, including applicable taxes.

8. SERVICE AND SUPPORT

- a. To make a claim for a Covered Product you can contact our Customer Service department at 1-800-906-0976 ext. 352. For further contact details please visit: <http://www.mdg.ca/content/about/support.aspx?PID=mdghomepage>.
- b. Telephone technical support, if applicable, is available during MDG's regular business hours.

9. YOUR RESPONSIBILITIES

- a. To receive service or support under the Protection Plan, you agree to comply with each of the terms listed below:
 - i. You will provide a copy of this Protection Plan and a copy of your purchase, exchange and service receipts if requested;
 - ii. You will provide information about the symptoms and causes of the issues with the Covered Product;
 - iii. You will respond to requests for information, including but not limited to the Covered Product serial number, model, version of the operating system and software installed, any peripheral devices connected or installed on the Covered Product, any error messages displayed, the actions which were taken before the Covered Product experienced the issue and the steps taken to resolve the issue;
 - iv. You will follow the instructions we give you, including but not limited to refraining from sending us products and accessories that are not subject to repair or replacement service and you are responsible for properly packing the Covered Product in accordance with shipping instructions;
 - v. You will remove any confidential, proprietary or personal information, and removeable media, such as CDs, DVDs or PC Cards. It is your responsibility to back up the contents of your hard drive(s) and remove any data from parts or products being returned, including any data you have stored or software you have installed. Your Covered Product will be returned to you configured as originally purchased (subject to availability of software).

10. CANCELLATION AND FULFILLMENT OF THE PROTECTION PLAN

- a. This Protection Plan may be cancelled by us on the basis of: (a) your fraud or material misrepresentation, (b) your commercial use or rental of the Covered Product; (c) repair of the Covered Product not performed by a certified and qualified technician authorized by the manufacturer during the manufacturer's warranty period; or (d) repair of a Covered Product not performed by a certified and qualified technician authorized by us after the manufacturer's warranty period.
- b. If we cancel this Protection plan, you will receive a pro-rata refund of the price you paid for the Protection Plan based on any applicable remaining Coverage Period, less the cost of any service provided to you. We may also suspend our obligations under this Protection Plan if you have failed to pay the price of the Protection Plan or any amount that is due in connection with this Protection Plan, or where you have failed to fulfill a material obligation such as not sending us your defective device after we have given you a replacement product.
- c. There are no fees imposed on you if you choose to cancel this Protection Plan. **You may cancel this Protection Plan at any time, for any reason, by calling our Customer Service department at 1-800-906-0976 ext. 352, by emailing us at support@mdg.com, or by writing to us at: MDG, 2940 Bristol Circle, Oakville, Ontario, L6H 6G4.** If you cancel this Protection Plan during the Coverage Period, you will receive a pro-rata refund of the price you paid for the Protection Plan based on any applicable remaining Coverage Period, less the cost of any service provided to you.
- d. Our obligations under this plan will be filled in their entirety if we replace your Covered Product with the same product, or a product of equal or greater value, or we issue you a credit for the original purchase price of the Covered Product in the form of a credit to your account, including applicable taxes.

- e. No claim can be made after the cancellation or expiry of the Protection Plan.

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE FEDERAL AND/OR PROVINCIAL LAW:

- i. WE ARE NOT LIABLE TO YOU IF WE ARE UNABLE TO PERFORM OUR OBLIGATIONS HEREUNDER DUE TO EVENTS THAT WE ARE NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD.
- ii. WE ARE NOT LIABLE TO YOU FOR VIRUSES, PROPERTY DAMAGE, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.
- iii. OUR MAXIMUM LIABILITY TO YOU HEREUNDER IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR THE COVERED PRODUCT TO BE SERVICED OR REPLACED UNDER THIS PROTECTION PLAN. The foregoing is not intended to liberate MDG from the consequences of its own acts or the acts of its representatives.
- iv. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IF APPLICABLE TO THE SERVICE OR BENEFITS UNDER THIS PROTECTION PLAN IS LIMITED TO THE DURATION OF THE PROTECTION PLAN.

12. PRIVACY

- a. We are committed to safeguarding the privacy of our customers' information in accordance with good business practices. You may obtain a copy of our privacy policy by calling us or from our website: <http://www.mdg.ca/content/privacy/?PID=mdghomepage>. If you have any questions or concerns regarding our privacy policy or your options for refusing or withdrawing this consent, including your option not to be contacted about offers of products or services, you may call us at 1-800-906-0976 ext. 352.

13. INSURANCE

- a. This **is not** a contract of insurance.

14. TRANSFER AND ASSIGNMENT

- a. We may assign or transfer our rights, duties and obligations under this Protection Plan to a third party with prior written notice to you. If we do assign this Protection Plan, the assignee(s) will assume all obligations to you, and we will be released of all obligations, and you agree to look solely to the assignee for the performance of all obligations under this Protection Plan.

15. INTERPRETATION AND HEADINGS

- a. Headings used in each section of this Protection Plan are for convenience only and do not affect the interpretation of this Protection Plan. Words importing the singular shall include the plural and vice versa.

16. SEVERABILITY OF PROVISIONS

- a. Any provision of this Protection Plan which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions of this Protection Plan and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

17. ENTIRE AGREEMENT

- a. These Terms and Conditions constitute the entire agreement between you and us with respect to the services and benefits provided to you under your Protection Plan and will prevail over any conflicting, additional, or other terms of any marketing collateral or other document or expression. Employees of MDG have NO AUTHORITY (apparent, express, implied or otherwise) to alter or modify the terms and conditions of this Protection Plan – either orally or in writing.

END OF TERMS AND CONDITIONS

You have expressly requested the use of an English version of this Protection Plan, a French version of which is available upon request. C'est selon votre volonté expresse que la version anglaise de ce Protection Plan est utilisée et la version française est disponible sur demande.