

# Extended Service Plan Agreement

**1. The Plan.** This service contract governs the hardware services and technical support provided to you by Channel Master under the above-mentioned plans (each referred to herein as the “Plan”) for the Channel Master-branded DVR+ product and the accessories contained in its original packaging (“Covered Equipment”), listed on or original sales receipt.

## **2. When Coverage Begins and Ends.**

Coverage begins when you purchase the Plan and ends 2 years from the original purchase date of the covered equipment. Your original sales receipt and order number for the purchase of the plan will be your Plan Confirmation. Both Plan Confirmation and original proof of purchase of the covered equipment will be required for warranty service. Please keep safe.

## **3. What is Covered?**

### 3.1 Hardware Service

If during the Coverage Period, you submit a valid claim by notifying Channel Master that (i) a defect in materials and workmanship has arisen in the Covered Equipment, Channel Master will either (a) repair the defect at no charge, using new or refurbished parts that are equivalent to new in performance and reliability, or (b) exchange the Covered Equipment with a replacement product that is new or equivalent to new in performance and reliability, and is at least functionally equivalent to the original product. If Channel Master exchanges the Covered Equipment, the original product becomes Channel Master’s property and the replacement product is your property with coverage for the remaining period of the Plan.

### 3.2 Covered Equipment

The Channel Master-branded DVR+ product and accessories contained in the original packaging.

### 3.3 Technical Support

During the Coverage Period, Channel Master will provide you with access to telephone and web-based technical support resources. Technical support may include assistance with installation, setup, configuration, troubleshooting, and recovery (except for data recovery), including, scanning channels, internet connectivity, interpreting system error messages; and determining when hardware service is required. Channel Master will provide support for the then-current

version of the supported software. For purposes of this section, "Supported Software" means a significant version of software that is commercially released by Channel Master in a standard release number format and which is not in beta or pre-release form.

### 3.4 Scope of Technical Support

Channel Master will provide technical support for the Covered Equipment, the latest released software user interface and connectivity issues between the Covered Equipment, and a "Supported Television", meaning a television that meets the Covered Equipment's connectivity specifications.

## **4. What is not Covered?**

4.1 Hardware Service. The Plan does not apply to:

(i) Installation, removal or disposal of the Covered Equipment, or the provision of equipment while the Covered Equipment is being serviced;

(ii) Damage caused by (a) a product that is not the Covered Equipment (b) accident, abuse, misuse, liquid contact, fire, earthquake or other external cause, (c) operating the Covered Equipment outside the permitted or intended uses described by the manufacturer, or (d) service (including upgrades and expansions) performed by anyone who is not a representative of Channel Master or a Channel Master Authorized Service Provider.

(iii) Covered Equipment with a serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability without the written permission of the manufacturer;

(iv) Covered Equipment that has been lost or stolen. This Plan only covers Covered Equipment that is returned to Channel Master in its entirety;

(v) Cosmetic damage to the Covered Equipment including but not limited to scratches, dents and broken plastic on ports;

(vi) Consumable parts, such as batteries.

(vii) Preventative maintenance on the Covered Equipment; or

(viii) Defects caused by normal wear and tear or otherwise due to normal aging of the product.

4.2 Technical Support. The Plan does not include:

(i) Issues that could be resolved by upgrading software to the then current version;

(ii) Your use of or modification to the Covered Equipment, the user interface Software in a manner for which the Covered Equipment or software is not intended to be used or modified;

(iii) Third-party products or their effects on or interactions with the Covered Equipment and User Interface Software.

(iv) Your use of the product with poor broadcast signals, incomplete broadcast data, and on products with non-typical or custom installations not recommended by Channel Master.

(v) Your use of the product with slow or poor broadband connectivity from your service provider.

(vi) Channel Master User Interface or any Channel Master-branded software designated as “beta”, “prerelease,” or “preview” or similarly labeled software;

(vii) Third-party internet applications or configurations necessary for their use; or

(viii) Damage to, or loss of any software or data residing or recorded on the Covered Equipment. Recovery and reinstallation of software programs and user data are not covered under this Plan.

## **5. How to Obtain Service and Support?**

You may obtain hardware services and technical support by accessing the Channel Master website ([www.channelmaster.com/support](http://www.channelmaster.com/support)) or calling the telephone number listed below. If calling, a Channel Master technical support representative will answer, request your Plan Sales Order Number and Covered Equipment serial number, before providing assistance. Keep your sales order number and the original sales receipt for your Covered Equipment and your Plan, as it will be required if there is any question as to your product’s eligibility for coverage.

## **6. Hardware Service Options**

6.1 Channel Master will provide hardware services through one or more of the following options:

(i) Mail-in service. Direct mail-in service is available for most Covered Equipment. If Channel Master determines that your Covered Equipment is eligible for mail-in service, Channel Master will provide you with a WLA number and you will ship the Covered Equipment at your expense to Channel Master’s authorized service location in accordance with Channel Master’s instructions. Once service is complete, the

authorized Channel Master service location will return the Covered Equipment to you. Channel Master will pay for shipping to your location if all instructions are followed.

(a) Service where Channel Master does not require return of the replaced product or part. Channel Master will ship you free of charge a replacement product or part accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced product or part.

(b) Channel Master is not responsible for any labor costs you incur relating to installation, express replacement or DIY parts service.

6.2 Channel Master reserves the right to change the method by which Channel Master may provide repair or replacement service to you, and your Covered Equipment's eligibility to receive a particular method of service. Service will be limited to the options available in the country where service is requested. Service options, parts availability and response times may vary according to country. You may be responsible for additional shipping and handling charges if outside the continental US. If you seek service in a country that is not the country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, Channel Master may repair or exchange defective products and parts with comparable products and parts that comply with local standards.

## **7. Your Responsibilities**

To receive service or support under the Plan, you agree to comply with the following:

(i) Provide your Sales Order Number and a copy of your Plan's original proof of purchase, and a copy of your covered equipment's original proof of purchase. (These may be the same document)

(ii) Provide information about the symptoms and causes of the issues with the Covered Equipment;

(iii) Respond to requests for information, including but not limited to the Covered Equipment serial number, model, version of the software installed, any peripherals devices connected or installed on the Covered Equipment, any error messages displayed, actions taken before the Covered Equipment experienced the issue and steps taken to resolve the issue;

(iv) Follow instructions Channel Master gives you, including but not limited to refraining from sending Channel Master products and accessories that are not subject to repair or replacement service and packing the Covered Equipment in accordance with shipping instructions;

(v) Update software to currently published releases prior to seeking service; and

(vi) Make sure to backup software and data residing on the Covered Equipment. CHANNEL MASTER MAY REINSTALL THE COVERED EQUIPMENT'S ORIGINAL SOFTWARE CONFIGURATION AND SUBSEQUENT UPDATE RELEASES WHILE PERFORMING SERVICE, WHICH WILL RESULT IN THE DELETION OF ALL SOFTWARE AND DATA THAT RESIDED ON THE COVERED EQUIPMENT PRIOR TO SERVICE. Channel Master will return your covered equipment as it was originally configured, subject to applicable updates. Channel Master may install updates as part of hardware service that will prevent the equipment from reverting to an earlier version of the software.

## **8. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CHANNEL MASTER AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM CHANNEL MASTER'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF CHANNEL MASTER AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. CHANNEL MASTER SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE COVERED EQUIPMENT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

FOR CONSUMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, CHANNEL MASTER'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACE OR REPAIR OF THE COVERED EQUIPMENT OR SUPPLY OF THE SERVICE. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **9. Cancellation**

You may cancel this Plan at any time for any reason. If you decide to cancel either call Channel Master at the telephone number below, or send written notice with

your Plan Agreement Number to [techsupport@channelmaster.com](mailto:techsupport@channelmaster.com) (Phone Number 877-746-7261). A copy of the Plan's original proof of purchase must accompany your notice. Unless local law provides otherwise, if you cancel within thirty (30) days of your Plan's purchase, or receipt of these Terms and Conditions, whichever occurs later, you will receive a full refund less the value of any service provided under the Plan. If you cancel more than thirty (30) days after your receipt of this Plan, you will receive a pro rata refund of the original purchase price, based on the percentage of unexpired Coverage Period from the Plan's date of purchase, less (a) a cancellation fee of twenty-five (\$25) dollars or ten percent (10%) of the pro-rata amount, whichever is less, and (b) the value of any service provided to you under the Plan. Unless applicable local law provides otherwise, Channel Master may cancel this Plan for fraud or material misrepresentation. Unless applicable local law provides otherwise, Channel Master may also cancel this Plan if service parts for the Covered Equipment become unavailable, upon thirty (30) days' prior written notice. If Channel Master cancels this Plan for the unavailability of service parts, you will receive a pro-rata refund for the Plan's unexpired term.

## **10. Transfer of Plan**

Channel Master extended service plans are non-transferable

## **11. General**

(i) Channel Master may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.

(ii) Channel Master is not responsible for any failures or delays in performing under the Plan that are due to events outside Channel Master's reasonable control.

(iii) You are not required to perform preventative maintenance on the Covered Equipment to receive service under the Plan.

(iv) This Plan is offered and valid only if you are a resident of the fifty states of the United States of America, the District of Columbia, and Canada. This Plan is not offered to persons who have not reached the age of majority. This Plan is not available where prohibited by law.

(v) In carrying out its obligations Channel Master may, at its discretion and solely for the purposes of monitoring the quality of Channel Masters response, record part or all of the calls between you and Channel Master.

(vi) You agree that any information or data disclosed to Channel Master under this Plan is not confidential or proprietary to you. Furthermore, you agree that Channel Master may collect and process data on your behalf when it provides service. This may include transferring your data to affiliated companies or service providers located in countries where data protection laws may be less comprehensive than

your country of residence, including but not limited to Australia, Canada, countries of the European Union, India, Japan, the People's Republic of China and the U.S.

(vii) Channel Master has security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction. You will be responsible for the instructions you give to Channel Master regarding the processing of data, and Channel Master will seek to comply with those instructions as reasonably necessary for the performance of the service and support obligations under the Plan. If you do not agree with the above or if you have questions regarding how your data may be impacted by being processed in this way, contact Channel Master at the telephone numbers provided.

**(viii) Channel Master will protect your information in accordance with Channel Master Customer Privacy**

(ix) The terms of the Plan, including the original sales receipt of the Plan and the Plan Confirmation, prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Channel Master's entire understanding with respect to the Plan.

(x) You must purchase and register the Plan while your Covered Equipment is within Channel Master's One Year Limited warranty. Channel Master is not obligated to renew this Plan. If Channel Master does offer a renewal, it will determine the price and terms.

(xi) There is no informal dispute settlement process available under this Plan.

(xii) The Administrator for Plans sold in the United States is Channel Master, LLC. (the "Administrator").

(xiii) Except where prohibited by law, the laws of the State of Arizona govern Plans purchased in the United States. If the law of any jurisdiction where this Plan is purchased is inconsistent with these terms, including the jurisdictions of Arizona, Florida, Georgia, Nevada, Oregon, Vermont, Washington, Wisconsin and Wyoming, the laws of that jurisdiction will control.

(xiv) Support services under this Plan may be available in English only.

(xvi) There is no deductible payment due in respect of a claim made under this Plan.

## **12. Country, Province and State Variations**

Certain states have specific conditions.

## **Telephone Numbers**

In the U.S.:

877-746-7261

Monday – Friday

8:00 A.M. to 5:00P.M. MST \*

In Canada:

877-746-7261

Monday - Friday

8:00 A.M. to 5:00P.M. MST \*

Telephone numbers and hours of operation may vary and are subject to change. You can find the most up-to-date local and international contact information at [www.channelmaster.com](http://www.channelmaster.com). Toll-free numbers are not available in all countries.