

# *Performance Service Plan*



- **Complete Parts and Labour Coverage**  
No additional or hidden costs.
- **Performance Guarantee**  
Ensures your product will perform to factory specifications.
- **No Lemon Policy**  
If your product requires more than three repairs, Bitstorm will provide a replacement.
- **Replacement Guarantee**  
If we can't fix your product or if a repair will take longer than 10 days, we'll replace it.
- **Accessory Coverage**  
Includes protection for hardware accessories and peripherals that come in the original manufacturer's package.
- **Power Surge Protection**  
Protects products damaged due to power fluctuation or surge.
- **Transferable**  
Increases resale value. Great when given as a gift.
- **Your Performance Service Plan protects your purchase worldwide**



[www.bitstorm.com](http://www.bitstorm.com)

33 University Ave, Suite 1407, Toronto, Ontario, Canada, M5J 2S7

# Performance Service Plan Terms and Conditions

## TERMS AND CONDITIONS

By purchasing this Performance Service Plan you understand that this is a legal contract and you acknowledge that you have had the opportunity to read and that you accept these Terms and Conditions. "Performance Service Plan" and "Terms and Conditions" are collectively referred to as the "Plan". Throughout this Plan, the words "we," "us" and "our" (whether or not capitalized) refer to Bitstorm Inc. ("Assurant"). The words "you" and "your" (whether or not capitalized) refer to the purchaser of this Plan.

### Product Eligibility

This Plan only covers Bitstorm products purchased from Bitstorm Inc. or authorized resellers for which you have paid the Plan purchase price. The Plan only covers products used primarily for personal, family or household purposes or in a home office setting, unless specifically noted as a commercial Plan on your original purchase invoice. All original invoices are required for any product repairs, replacements, exchanges or credits.

### Duration of Plan

Coverage commences on the original product purchase date and will expire three years from the purchase date noted on the original purchase invoice, except in those events outlined in the Replacement Products, No Lemon Guarantee, Replacement Guarantee, Specific Exclusions (paragraph 1) and Cancellation sections.

### Coverage

This Plan covers manufacturer's defects in materials and workmanship that reveal themselves in normal usage. Services performed under this Plan will consist of labour and the replacement of parts necessary to restore your product to normal operating condition. At our option, replacement parts may be new, refurbished or non-original manufacturer's parts that perform to the manufacturer's specifications for the product.

### Replacement Products

At our option, we may replace your product with a new or refurbished product of similar features and functionality or we may issue a store credit for the current replacement value, not to exceed the original purchase price. Technological advances may result in a replacement product with a lower selling price than the original product. If we replace a product during the term of this Plan, then the Plan will immediately be deemed fulfilled and will end on the date of the replacement.

### On-Site Service

There is no On-Site Service offered as part of this Plan.

### Accessory Coverage

This Plan provides coverage for accessories and peripheral devices ("Accessories") that come with your product in the original Product's package. Examples of Accessories include Power Adapters and other directly connected Bitstorm products. If the fault diagnosis determines the problem is related to an Accessory, then a replacement may be sent to you for self installation. We may request that you first deliver the defective Accessory to Bitstorm or its authorized representative.

### Telephone Technical Hardware & Software Support

Telephone technical support is available. The technical service 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 product. We do not support customized or altered hardware or cabling. Additionally, the Plan does not provide education on how to utilize or perform tasks using any type of operating system or browser program.

### Power Surge Protection

This Plan provides power surge protection from the date of purchase of the product throughout the term of the Plan.

### No Lemon Guarantee

During the term of the Plan, if we repair your product three times, and the product then requires a fourth repair, as verified by our authorized service centre, we will replace it subject to the limitations noted in the "Coverage" and "Replacement Product" sections above. You must return the original product and purchase invoices to us along with the authorized service repair invoices from the three prior separate service repair incidents to qualify. Keep your service invoices; we cannot provide copies of service invoices. One service request number requiring functional part(s) repair/replacement is the equivalent to one repair. The Plan will immediately be deemed fulfilled and will end on the date of the replacement or issuance of a store credit.

### Replacement Guarantee

If a repair takes us longer than 10 working days to complete, not including days required for shipping, we will replace it subject to the limitations noted in the "Coverage" and "Replacement Product" sections above. The 10-day service period begins when the product arrives at Bitstorm or authorized service location and ends when we make the product available to you for return shipping or pick up. The Plan will immediately be deemed fulfilled and will end on the date of the replacement or issuance of a store credit.

### Transferable

This Plan is transferable with the product. The Plan holder must have original documentation to receive service.

### General Exclusions

This Plan does NOT cover:

1. maintenance, repair or replacement necessitated by any causes other than normal usage and operation of the product in accordance with the manufacturer's guidelines, including but not limited to, theft, exposure to weather or moisture and other environmental conditions for products not rated for outdoor use, negligence, accidental or intentional physical damage, misuse, abuse, unauthorized repairs, improper installation, transportation damage (except damage incurred by authorized shipment of product(s) to and from an authorized service), improper equipment modifications, vandalism, spilled liquids, or acts of nature or any other peril originating from outside of the product;
2. lost parts or consumable parts;
3. unauthorized servicing and transportation charges;
4. product(s) with removed or altered serial numbers;
5. products used as a lease or rental;
6. indirect, consequential or incidental damages, including, but not limited to, loss of profits, loss of data, down-time and charges for time and effort;
7. fees related to third party contracts; or
8. "no problem found" type diagnosis and intermittent errors that cannot be reproduced.

### Specific Exclusions

1. If, due to the remote location of your product, we are unable to arrange for commercially reasonable transportation to an authorized service location, we will provide you a full refund of the purchase price of your Plan.
2. The No Lemon Guarantee does not apply to services that (a) are resolved by minor soldering or repair of loose wires; (b) do not result in a physical repair such as cleanings, customer education; (c) consist of the replacement or repair of Accessories; (d) consist of reloading or servicing software.
3. The Replacement Guarantee does not apply to cleanings, customer education, repairs or replacements of Accessories.

### Cancellation

We may cancel this Plan at our option on the basis of (a) fraud or misrepresentation; (b) commercial or rental use of the product; or (c) an unauthorized repair of a product. You may cancel this Plan for any reason at anytime within thirty (30) days of purchase and receive a full refund of the Plan price, less the cost of claims paid (if any). To receive your refund, you must deliver the cancellation request along with copies of all original invoices to Bitstorm. After thirty (30) days, no refund will apply. No cancellation fee applies to this Plan.

### Entire Agreement

Your original purchase invoice and these Terms and Conditions are intended by the parties to be a final statement of their entire agreement and supersede all prior negotiations, understandings and agreements concerning the subject matter. No amendment or modification of these Terms and Conditions will be binding, except by a written agreement signed by the party to be bound thereby.