

## **Total Protection Plan Terms and Conditions**

Updated 1/16/18

This is a legal contract (referred to hereinafter as the "Plan" or "Guarantee"). By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein.

**Obligor**: The company obligated under the Guarantee is AirLink Internet Services, LLC, whose contact address/number is: Post Office Box 567, Sapulpa, Oklahoma 74067, 918.853.5994.

**Definitions**: Equipment or product: the AirLink installed devices comprised of the radio, pole, mounting brackets, and cabling, as originally installed by Airlink at the installation address.

**Instructions**: Please keep these Terms and Conditions as validation for the Equipment; it is an integral part of the Guarantee and you may be required to produce it to obtain service or replacement. The Guarantee, including these terms, conditions, limitations, exceptions, and exclusions constitute the entire agreement between you and us.

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

What Is Covered: The Plan covers product repair or replacement of the Equipment installed by AirLink comprised of the radio, pole, mounting brackets, parts, and cabling (home routers NOT included), as originally installed by AirLink at the installation address, and labor costs, resulting from the mechanical or electrical failure of said equipment caused by defects in workmanship and/or material, normal wear and tear, power surges, storm activity (lightning included) or other accidental damage. We will provide for the repair or replacement of your Equipment under the plan at no cost to you as provided herein.

## This Plan includes the following enhanced coverage:

- On-site Repairs necessary for the Equipment to meet the manufacturer's written specifications.
- Power surge and accidental damage coverage not covered by any other warranty, service plan or any insurance policy.
- No additional cost for service calls, truck rolls, on-site visits or labor.

**Equipment Replacement:** If we determine that a new radio is required due to a covered breakdown, we will provide a new or refurbished unit with comparable features to the location where you receive AirLink Wireless Internet Service.

**Term of Coverage:** The Plan coverage commences at the date of purchase and continues for one (1) month. The Plan will automatically renew on a month-to-month basis 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 in advance of any price increase.

**To Obtain Service**: If your product fails, contact AirLink at 918.853.5994 to process your claim in accordance with the terms and conditions of the Plan. Unauthorized repairs may void this Plan. Your AirLink account must be current and active to be eligible for service. Non-original manufacturer's parts may be used for repair of the product if original parts are unavailable or more costly.

WHAT IS NOT COVERED: (1) INCIDENTAL OR CONSEQUENTIAL DAMAGES; (2) INTENTIONAL ACTS OR CRIMINAL ACTS BY YOU, DAMAGE FROM ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT; (3) UNAUTHORIZED MODIFICATIONS OR ALTERATIONSOR FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (4) THIRD-PARTY ACTIONS (FIRE, COLLISION, VANDALISM, LOSS, THEFT, ETC.); (5) DAMAGE OR FAILURE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; (6) DAMAGE TO HOME ROUTERS OR COMMERCIALLY USED PRODUCTS; (7) EXTERNAL SIGNAL INTERFERENCE; (8) PRE-EXISTING CONDITIONS OR PROBLEMS; (9) REPAIRS ASSOCIATED WITH INCOMPLETE OR UNSUCCESSFUL INSTALLATION; (10) "ACTS OF GOD".

Cancellation: You may cancel this Plan at any time by surrendering it or providing written notice to AirLink at the address listed above. You may cancel this Plan for any reason. In the event you cancel this Plan within 30 days of receipt of the Plan, You shall receive a full refund of any payments made by you under this Plan. In the event you cancel this Plan after 30 days of receipt of this Plan, You shall receive a refund based upon 100% of the unearned pro-rata premium less an administrative fee not to exceed 10% of the unearned pro-rata premium or \$25, whichever is less, and less the cost of claims paid. We may not cancel this Plan without providing you with written notice at least thirty days prior to the effective date of cancellation except for fraud, material misrepresentation or non-payment by you; or if required to do so by any regulatory authorization. We may cancel this Plan after providing you with written notice at least thirty days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If we cancel this Plan, you shall receive a refund of 100% of the unearned pro-rata premium.

No Deductibles: There are no deductibles under this Plan.

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

**Insurance Securing this Plan:** This Plan is not an insurance policy. This Plan is not secured by an insurance policy. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association.