

Premium Choice Broadband Product Protection Plan

Congratulations!

You have just made a smart consumer decision to protect Your Covered Product by purchasing the Premium Choice Broadband® Protection Plan (the "Plan"). Please keep this Plan, Your original installation receipt or other proof of purchase for this Plan. You will need them to verify Your coverage under this Plan. All of these documents, receipts and proofs of purchase are hereby incorporated in and made a part of this Plan. By purchasing this Plan, You are consenting to the terms and conditions stated herein and to the use and transmission of Your customer information in connection with the Plan. The following information explains what is covered by the Plan.

DEFINITIONS:

Throughout the Plan, the words "Obligor", "We", "Our", or "Us" refer to VVD Funding, LLC, d/b/a Premium Choice Broadband ("PCB") who is the Administrator of this Plan and is contractually obligated to provide service under this Plan where in accordance with, and as allowed by state law. PCB's address is 32 Oak Street Bangor ME 04401; and Our phone number is 207-735-2611. The words "You" and "Your" refer to the purchaser of this Plan. "Proof of Purchase" means Your installation receipt and documentation or other evidence showing the date and purchase price of this Plan and/or Covered Product, as applicable. "Covered Product" includes your PCB subscriber module, PCB installed router, or PCB installed Ethernet card (repair plans & replacement plans). "Term" refers to the ongoing (month to month) nature of this contract so long as your account remains current and is not in arrears on any charges for any PCB services.

PRODUCT ELIGIBILITY, COVERAGE AND TERM:

For Service under this Plan, see "If Your Covered Product Needs Repair" below.

This Plan only applies to Covered Products purchased and installed by PCB within the United States.

The Term for repair plans commences on the date Your Covered Product is installed by PCB and expires only when you notify PCB in writing of your choice to terminate coverage. It runs concurrently with any applicable original manufacturer's warranty.

We agree to repair or replace the Covered Product in the event it is rendered inoperable due to defects in materials or workmanship or mechanical breakdowns experienced as a result of normal wear and tear or due to environmental conditions, subject to the terms and conditions listed herein, for the Term indicated. In this event, we agree to provide the labor and parts necessary to restore Your Covered Product to normal operating condition. Repair or replacement of a Covered Product is your sole remedy under this Plan.

We reserve the right, in Our sole discretion, to decide whether to repair or replace Your Covered Product. In the case of repair, We reserve the right to use rebuilt or remanufactured parts. In the case of replacement, We reserve the right to replace Your Covered Product with a comparable product of like kind and quality. Technological advance may result in a replacement product with a lower selling price than the original product. The price of any single repair or replacement shall not exceed the original retail purchase price of the Covered Product. The limit of liability under this contract equals the total cost of all repair or replacement services provided under this Plan not to exceed the purchase price paid for the Covered Product. Replacement of a Covered Product will fulfill this agreement in its entirety and will discharge all further obligations under this Plan, where allowed by law. Replacement products will include a manufacturer's warranty and You will have the opportunity to purchase a new extended service contract if the replacement product is eligible for coverage under such a plan.

What does the PCB Protection Plan Cover?

- The Plan applies to Covered Products which are rendered inoperable due to defects in materials or workmanship or mechanical breakdowns experienced as a result of normal use or wear and tear.
- The Plan applies to Covered Products which are rendered inoperable due to environmental conditions such as, wind, lightning, hail, or ice.
- The Plan applies to any necessary PCB labor to repair a covered product.

What is not covered?

- COMPONENTS, PRODUCTS OR ITEMS NOT SPECIFICALLY LISTED HEREIN;
- DAMAGE TO, OR REPAIR OF, ANY NON COVERED ITEM(S) THAT MAY BE CONNECTED TO COVERED PRODUCT(S) INCLUDING BUT NOT LIMITED TO COMPUTERS, GAME SYSTEMS, SURGE SUPPRESSORS, POE ADAPTERS, OR ANY OTHER CONSUMER OR HOUSEHOLD EQUIPMENT;
- CONSUMER REPLACEABLE ITEMS SUCH AS BATTERIES;
- ADJUSTMENTS, OR MODIFICATIONS MADE BY ANYONE OTHER THAN PCB AFTER THE COVERED PRODUCT WAS PURCHASED;
- DAMAGE CAUSED BY ACCIDENTS OR ANY IMPACT OR COLLISION WITH ANOTHER OBJECT; MISUSE, ABUSIVE USE, THEFT, NEGLIGENCE, OR VANDALISM.

- DAMAGE CAUSED BY IMPROPER ASSEMBLY OR MAINTENANCE OR INSTALLATION OF PARTS OR ACCESSORIES NOT ORIGINALLY INTENDED FOR OR COMPATIBLE WITH THE EQUIPMENT AS SOLD;
- UNAUTHORIZED REPAIRS OR MODIFICATIONS, INCLUDING ANY DAMAGE RESULTING FROM SAID REPAIR, SUBJECT TO APPLICABLE FEDERAL, PROVINCIAL OR STATE LAW;
- COVERED PRODUCTS USED FOR COMMERCIAL PURPOSES OR FOR PURPOSES OTHER THAN INTENDED BY MANUFACTURER.
- COVERED PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS OR MAC ADDRESSES;
- LOSS OF USE DURING THE PERIOD THAT THE COVERED PRODUCT IS AT A REPAIR FACILITY OR OTHERWISE AWAITING PARTS OR SERVICE;
- ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE COVERED PRODUCT;
- SERVICE WHERE NO PROBLEM CAN BE FOUND;
- BREAKDOWNS WHICH ARE NOT REPORTED WITHIN THE TERM OF THIS PLAN.

If We find no defect or if We deny coverage based on the terms and conditions of this Plan, You will be solely responsible for all costs incurred.

LIMITATION OF LIABILITY PCB ITS AGENTS, CONTRACTORS OR LICENSEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOST DATA RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON ANY COVERED EQUIPMENT. EXCLUSION IS MADE OF ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN.

DEDUCTIBLE No deductible applies to this contract.

IF YOUR COVERED PRODUCT NEEDS REPAIR:

REPAIR

If Your Covered Product needs repair, You may call Our number at 207-735-2611 to schedule inspection and/or service. For faster service, please have Your Proof of Purchase for the Covered Product and the Plan available when You call. This Plan only covers preauthorized service by an authorized PCB technician, subject to applicable federal or provincial law, unless Your Covered Product qualifies for product replacement (Please see below for details)

REPLACEMENT

Covered Products may be replaced (other than repaired) in Our sole discretion.

TRANSFERS AND EXCHANGES:

This Plan is NON-TRANSFERRABLE and If you sell or otherwise transfer ownership of the Covered Product, You may NOT transfer this Plan to the new owner.

CANCELLATION:

You may cancel this Plan at any time for any reason. If You cancel this Plan, You will be refunded the remaining days of coverage on a monthly prorated basis, less costs for any service performed hereunder (if applicable).

OTHER SERVICE CONTRACTS OR INSURANCE:

If Your Covered Product is covered under another valid service contract and/or any insurance policy, this Plan will provide coverage over and above the other service contract and/or the insurance policy.

This is not an insurance policy. As the Administrator, PCB will assist You in understanding Your warranty and coverage benefits from the day You purchase Your Plan. If Your Covered Product needs repair, You should follow the instructions above under "If Your Covered Product Needs Repair" There are some limitations of coverage. You should review the "Limitation of Liability" and "What is not covered?" paragraphs for details.

Seen and accepted:

Customer: _____ Date: _____ PCB Representative: _____ Date: _____