

TERMS AND CONDITIONS

- A. [DEFINITIONS](#)
- B. [TERM OF COVERAGE](#)
- C. [THE MANUFACTURER'S WARRANTY](#)
- D. [WHAT IS COVERED](#)
- E. [WHAT IS NOT COVERED](#)
- F. [HOW THE PLAN WORKS](#)
- G. [GENERAL PROVISIONS](#)
- H. [TECH SUPPORT TERMS OF SERVICE](#)



TERMS AND CONDITIONS

Thank you for choosing PCONline to protect your product. This plan, in addition to the confirmation email you received, is a contract between you and PCONline LLC ("Terms and Conditions" or "Agreement"). In the event of a conflict between the email confirmation and these Terms and Conditions, the Terms and Conditions shall control.

A. DEFINITIONS

- "We", "Us", "Our" and "PCOnline" refer to the service provider and contract holder for your plan, PCONline LLC, a Delaware limited liability company.
- "You" and "Yours" refer to the individual that purchased the product and the plan for the product.
- "Product", "Device" and "Computer" refer to the item you own that is covered by this plan.
- "OEM" refers to the original equipment manufacturer who owns the final product interpretation.
- "Replacement" refers to a new, refurbished or remanufactured product, or a product of equal or similar features and functionality that substantially performs to the factory specifications of the original product.
- "Manufacturer's warranty" refers to the warranty coverage provided by the product manufacturer.

B. Terms of Coverage

- The term of this warranty Plan begins on the date of purchase and continues until the period indicated in your order confirmation email. If no term is specified, then the term is 1 year.
- Unless terminated or fulfilled, plan coverage continues for your term.

C. THE MANUFACTURER'S WARRANTY

- The plan includes the Manufacturer's Warranty and supplements it with additional benefits after the Manufacturer's Warranty expires, as specified in the Terms and Conditions.
- If we determine that the Manufacturer's Warranty covers a breakdown, we will direct you to contact the manufacturer or retailer for resolution.

D. What is covered?

- In the case of a breakdown, while the Product is being used as directed by the Manufacturer, the Plan continues to offer some of the Manufacturer's Warranty advantages. It covers the replacement cost or parts and labor expenses to repair Your Product.
- The Plan covers the following product-specific enhanced coverages:
- Laptops, Tablets, and Desktop:

- This plan will provide a warranty on the upgraded memory and hard drive.
- During the duration of the Manufacturer's Warranty, your coverage includes a one-time cost of shipping Your Product to the Manufacturer for repair or replacement.
- Coverage under this Plan also includes access to technical assistance and support for Your Covered Product(s) during the term of this Plan.
- By emailing cs@pconline365.com, you can reach our Customer Service Department for technical assistance.

E. WHAT IS NOT COVERED

- Customer-induced damage resulting from not following the manufacturer's instructions, misuse, intentional acts, criminal acts, implementation of foreign objects; or any damages in excess of your purchase price of the product
- Pre-existing defects in your product that occurred on or before the date of the plan purchase;
- Cosmetic damage such as scratches, peelings, or dents that do not affect the product's functionality;
- Damage from acts of God or third-party actions;
- Fitness for a particular purpose other than Manufacturer's expressly authorized purpose;
- Data breaches or passwords being compromised;
- Consequential or incidental damages including but not limited to property damage, personal injury, lost profits, loss of use, the liability of buyer to customers, attorneys fees and damages related to third-party claims;
- Parts that are intended for periodic replacement, manufacturer recall repairs, inherent defects, products not covered by a store return policy or Manufacturer's Warranty;
- Loss or damage to software or data;
- Unauthorized service, altered or missing serial numbers, safety features that have been removed, bypassed, disabled, or altered;
- "No Problem Found" diagnosis or failure to follow the Manufacturer's instructions
- Products that are not listed on this plan;
- Products used for commercial purposes or used in multi-user organizations, public rental, or communal use in multi-family housing;

F. How does the plan work?

- To file a claim, You may go online to <https://pconlineus.com/warranty/warranty-claim/> twenty-four (24) hours a day, seven (7) days a week, or You may send a message to customer service at cs@pconline365.com to contact an agent.
- Provide a copy of the order confirmation email for the Product and the Plan. This Plan, including the terms, conditions, limitations and exclusions, and these Terms and Conditions.

PCONLINE

PROTECTION

- Your order confirmation email(s) for the Product and this Plan, constitute the entire agreement between You and Us.
- Prior to receiving assistance, a replacement for your product, or reimbursement for your purchase, we might need you to complete a claim facilitation form. You may be required to provide additional documentation such as State or Federal issued photo identification, other than a professional or student license or I.D., proof of loss, or other claim documentation as a condition to receiving service, replacement, or reimbursement.
- As a condition of receiving a Replacement Product or a reimbursement under this Plan, We may require You to return or send pictures of the original Product with the serial number to Us for inspection by Our authorized service center. As a condition of receiving reimbursement under this Plan, We may also require You to purchase a replacement product with comparable features.
- Once Your claim is approved, You will be notified of the qualifying type of service for Your Product.
- We will provide a pre-paid shipping label to send Your Product to an authorized service center for repair if Your Product requires repair services.
- For some Products, We may schedule an appointment for in-home or remote service.
- We may use non-original parts for repairs.
- If We are unable to service Your Product, in our sole discretion We will either replace it with a Replacement Product, reimburse You for authorized repairs or replacement of the Product, or issue You a gift card or check for the original purchase price You paid for the Product, excluding sales tax, as indicated on Your order confirmation email.
- All repairs and replacements must be authorized in advance. Unauthorized repairs or replacements may not be covered.
- To receive Your Replacement Product, gift card, or check, You may be required to send Your claimed Product to Us using a pre-paid shipping label.
- All claims must be reported within thirty (30) days of the Plan's expiration.
- We will not be responsible for any data loss. Please back up all computer software and data prior to obtaining service; repairs to Your Product may result in the deletion of software or data.

G. GENERAL PROVISIONS

No Lemon Guarantee: After the manufacturer warranty expires and three repairs have been done for the same issue, we reserve the right, at our discretion, to replace the product with one of similar quality for no more than the original purchase price if a fourth repair is needed.

Service Fee: Under this plan, there is no service charge for repairing or replacing any products.

Transferability: This plan is not transferable to other products or customers.



Renewal: In some cases, this Plan may be renewed, please contact customer service for instructions.

Cancellation: Cancellation of the plan is only available within 30 days of purchase.

H. TECH SUPPORT TERMS OF SERVICE

PCOnline Tech Support technical support (the “Services”) under The Agreement shall also be subject to the following additional terms of service:

PLEASE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY BEFORE USING THE SERVICES. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND PCOnline. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION, WHICH REQUIRES THAT ANY DISPUTES THAT SHOULD ARISE FROM THE USE OF THE SERVICES SHALL BE RESOLVED EXCLUSIVELY BY AN ARBITRATOR, AND THIS AGREEMENT ALSO CONTAINS A WAIVER TO A JURY TRIAL OR ANY CLASS ACTION PROCEEDINGS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICES.

PCOnline TECH SUPPORT ALLOWS YOU TO ACCESS TECHNICAL SUPPORT SERVICES. THE SERVICES ARE PROVIDED TO YOU BY PCOnline. PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY.

1. **PRIVACY POLICY & PASSWORDS.** Because PCOnline cannot guarantee the security of Your personal information, You acknowledge and agree that You provide it to PCOnline at Your own risk. If You know or suspect that the passwords associated with or stored on Your Device have been available to or accessed by anyone as a result of Your use of the Services, You should immediately change or reset those passwords.

2. **DATA-USAGE CHARGES.** You acknowledge and agree that You may need to purchase additional equipment or software to receive the full benefit of the Services and that You may incur data usage or other fees or charges if You use the Service. You are solely responsible for the payment of those fees or charges, and any failure to pay them may result in suspension or termination of Your access to the Services.

3. **DISCLAIMER OF WARRANTIES.** THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND THAT YOUR USE OF OR RELIANCE ON EITHER IS AT YOUR SOLE RISK. PCOnline HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND

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PROTECTION

GUARANTIES REGARDING THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, PConline MAKES NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE AVAILABLE, TIMELY, CURRENT, ACCURATE, RELIABLE, COMPLETE, SECURE OR ERROR-FREE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE SERVICES WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PConline OR THE SERVICES SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT PConline HAS NO OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT PConline MIGHT NOT BE ABLE TO OFFER THE SERVICES AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE SERVICES TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY PConline AND PConline WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. PConline WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICES, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.

4. LIMITATION OF LIABILITY. THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL PConline BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT PConline WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, LOSS, MISUSE OR DISCLOSURE OF DATA OR CONFIDENTIAL INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURE TO RECEIVE OR BACKUP YOUR DATA (OR ARCHIVED DATA) OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PConline'S AGGREGATE LIABILITY TO YOU (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHER THEORY OF LIABILITY) SHALL NOT EXCEED YOUR PURCHASE PRICE OF THE PRODUCT OR \$2,000, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE-STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.



5. **ARBITRATION AGREEMENT.** Most of Your concerns about the Services can be addressed by contacting PCONline at cs@pconline365.com. For any dispute with PCONline, You agree to first contact us and attempt to resolve the dispute with us informally.+ Any and all claims and actions must be brought exclusively in New Castle County, Delaware by Arbitration under the rules and jurisdiction of the American Arbitration Association.

6. **CLAIM LIMITATION.** Unless otherwise allowed by applicable law, any claim related to the Services shall be brought within one year of the events giving rise to the claim. Failure to assert any such claim during that one-year period results in the claim being forever waived and barred.

7. **THIRD-PARTY CONTENT.** The Services may expose You to content, websites, products and services created or provided by parties other than PCONline (“third-party content”). PCONline does not review, endorse or assume any responsibility for third-party content and shall have no liability to You for access to or use of third-party content. You access or use third-party content at Your own risk and discretion, and You understand that this Agreement and Privacy Policy do not apply to that third-party content.

8. **INTELLECTUAL PROPERTY RIGHTS.** You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Services are the exclusive property of PCONline, and all such rights not expressly granted to You in this Agreement are hereby reserved and retained by PCONline. If You submit comments or ideas about the Services, including ways to improve the Services or other products or services (“Ideas”), You agree that Your submission is gratuitous, unsolicited and without restriction. It does not place PCONline under any fiduciary or other obligation, and PCONline is free to use the Idea without compensation to You and/or to disclose the Idea to anyone on a non-confidential basis. You further acknowledge that PCONline does not, by acceptance of Your submission, waive any rights to use similar or related ideas previously known to PCONline, or developed by its employees or obtained from sources other than You.

9. **INDEMNIFICATION.** You agree to indemnify, defend, and hold harmless PCONline from any claim, proceeding, loss, damage, attorney’s fees, liability or expense of any kind arising out of or in connection with the following: (a) Your use or misuse of the Services; (b) Your alleged or actual breach of this Agreement; (c) Your alleged or actual violation of any applicable rule, law or regulation; (d) Your negligence or willful misconduct; or (e) Your alleged or actual violation of the intellectual property or other rights of third parties. PCONline reserves the right, at Your expense, to assume the exclusive defense and control of any matter which You are required to indemnify, and You agree to cooperate in that defense.

10. **ASSIGNMENT.** This Agreement and any rights or licenses granted hereunder may not be transferred or assigned by You, but may be transferred or assigned by PCONline, without restriction. Any attempted transfer or assignment in violation of this provision is null and void.



11. SEVERABILITY & WAIVER. If any term of this Agreement is found to be invalid or unenforceable, that term should be modified to the extent possible to make it valid or enforceable without losing its intent and purpose. If no such modification is possible, the term should be severed from this Agreement. Any failure to enforce a right or term of this Agreement shall not be deemed a waiver of that right or term.

12. TERMINATION OR CHANGE OF THE SERVICES. We reserve the right to suspend or terminate Your use of the Services at any time and for any reason, including for abuse, excessive usage or failure to pay any fees or charges. We also reserve the right to change the scope or extent of the Services at any time and for any reason. Any refund of fees or charges We may agree to pay in such circumstances will be limited to the fees You paid in the prior month for the Services as applicable.

13. ENTIRE AGREEMENT & GOVERNING LAW. This Agreement and the documents incorporated by reference constitute our entire agreement with respect to the Services and supersede any prior or contemporaneous agreements. This Agreement and Your relationship with PCONline shall be governed by and construed in accordance with **the laws of the State of Delaware**, without regard to conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

14. SCOPE OF THE SERVICES. The Services are developed and provided by PCONline. The Services only include technical support for Your Device and the operating systems and software applications either thereon or intended to be used thereon and technical support for the use of Your Device with other devices and services manufactured to be compatible with Your Device or intended to be connected thereto. The Services do not include, among other things, (a) assistance with third-party software or services that are not related to Your Device; (b) installation of third-party software or OEM drivers not supported by Your Device; (c) assistance with network coverage issues, such as dropped calls/data interruptions; (d) over-the-air updates to operating systems, firmware, or some software; (e) diagnostic support not related to Your Device; (f) modification of Original Equipment Manufacturer ("OEM") software; (g) hardware and equipment setup and repair; (h) installation of non-sanctioned applications; (i) data migration between Devices; (j) assistance with enterprise level software industry specific hardware or equipment.

15. AVAILABILITY OF THE SERVICES. PCONline offers its Services for all eligible Devices twenty-four (24) hours a day, seven (7) days a week. The Services will be available to You for the term of Your applicable plan. To use the Services, You or the individual seeking service may be required to provide identifying information including receipt information or contract number.

16. COMMERCIALY REASONABLE EFFORTS & TECHNICAL PROBLEMS. We will use commercially reasonable efforts to provide You with the Services. This means that if We are unable to resolve the issue related to Your Device after making commercially reasonable efforts, We have the right and sole discretion to refuse to take any further steps to resolve the issue



related to Your Device. Additionally, in some instances, We may have limited information from vendors, manufacturers, and developers, and We may not have the ability to obtain the proprietary or other information required to resolve the issue related to Your Device. Some technical problems that You encounter when using Your Device may be the result of software or hardware errors not yet resolved by the hardware or software vendors, manufacturers or developers, in which case We may not be able to resolve Your specific issue. In these circumstances, You are still liable to Us for any fees or charges associated with the Services.

17. REPRESENTATIONS & AUTHORIZATIONS. When seeking the Services, You represent to Us that You are the owner and/or the authorized user of the Device at issue, as well as any software on the Device and any device connected to the Device. We reserve the right to refuse to provide You with the Services if We determine that You are not the owner and/or the authorized user of the Device or software. When seeking the Services, You (a) expressly consent to technical support personnel remotely accessing Your Device and the data thereon through use of software or other means, and (b) authorize Us to effect changes to Your Device, software or device, to the extent necessary to provide the Services and acknowledge and agree that such changes may be permanent and irreversible.

18. REMOTE ACCESS. To receive the Services, You may be required to download and/or run certain software applications ("Software") on Your Device and/or any device connected to or used in connection with Your Device. The Software may include tools that allow Us to remotely access Your Device through Our Software platforms or the platforms of our third party providers, and We may access any device connected to Your Device, as well as the contents thereon. You may be required to close out or "hide" some content prior to permitting remote access to Us. You agree to comply with the terms and conditions applicable to the Software, and in the event of a conflict between those terms and conditions and this Agreement, the Software-specific terms and conditions will control with regard to the Software. You are prohibited from and agree not to alter or copy the Software or any other materials provided to You as a result of Your use of the Services.

19. BACK-UP. It is Your responsibility to back-up the software and data that is stored on Your Device or other devices manufactured to be compatible with Your Device or intended to be connected thereto, and We shall not be responsible for any loss, alteration, or corruption of any software, data, or files. We may decline to provide the Services to You if We determine that appropriate back-up measures have not been taken by You.