HSNi, LLC ONE-YEAR LIMITED PRODUCT WARRANTY FOR CERTIFIED REFURBISHED PRODUCTS ONLY

READ THE TERMS OF THIS WARRANTY BEFORE USING YOUR PRODUCT. DO NOT USE THE PRODUCT IF YOU DO NOT AGREE TO THE TERMS OF THE WARRANTY. IF YOU DO NOT AGREE TO THE TERMS OF THE WARRANTY, RETURN YOUR PRODUCT WITHIN THE APPLICABLE RETURN PERIOD.

This Warranty, as defined below, is limited to customers residing in the United States. ANY IMPLIED WARRANTIES, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

"Warrantor" shall mean HSNi, LLC. The Warranty commences on the date the customer purchases the Product (defined below) and ceases on the 1-year anniversary date thereof (the "Warranty Period").

Warranty Coverage. Warrantor provides the Warranty coverage as described herein and limited to the terms and conditions hereof: Warrantor hereby provides a limited non-transferable Product Warranty during the Warranty Period against defects in Product materials or workmanship (the "Warranty"). This Warranty is offered on only those certain electronic items sold by Warrantor" (each, a "Product"). This Warranty is only valid for Products purchased and used in the United States and exclusive Warranty provided by Warrantor. The Warrantor may require a Proof of Purchase (as defined below) for the Warranty to be effective. Proof of Purchase is an original or copy of the valid sales receipt from the Warrantor for the purchase of the Product, showing the Product model number, payment, and the date of the Product purchase. Product registration with Warrantor is not required to activate any Warranty and registration of the Product is not a substitute for a Proof of Purchase.

<u>Warranty Service</u>. During the Warranty Period, Warrantor may, at its sole discretion:

- repair the Product with new or refurbished parts,
- replace the Product entirely, either with a new or refurbished Product, at no additional charge to customer,
- reimburse the customer the amount of the original purchase price after all discounts and exclusive of taxes and all fees (a "Reimbursement").

All exchanged or substituted parts and Products replaced pursuant to service under this Warranty will become the property of Warrantor. Repaired or replaced Products or parts thereof are warranted by Warrantor for the balance of the original Warranty Period or ninety (90) days from the date of Warranty service, whichever is longer. In the event replacement parts or a replacement Product are not available for any reason at the time of the initiation of a Product Warranty claim by customer, Warrantor may, in its sole discretion, either (i) deliver to the customer an accommodation in the form of a reasonably similar Product (an "Accommodation"), or (ii) provide a Reimbursement. Any

such Accommodation or Reimbursement to customer shall be in full satisfaction of any applicable Product Warranty claim and of Warrantor's obligation to the customer under the Warranty for such applicable Warranty claim. The provision of an Accommodation or a Reimbursement terminates any further Warranty coverage for such applicable Product.

Prior to servicing the Product pursuant to this Warranty, the customer should backup all information contained on the Product. During Warranty service, the contents stored on the Product will be deleted. Warrantor and its agents are not responsible for any loss of software programs, data or other information contained on the Product. Upon completion of the Warranty service, you will be responsible for restoring all software programs, data and other information which you had removed from the Product.

<u>Warranty Claim Process</u>. During the Warranty Period, if the Product or one of its parts qualifies for service or replacement under this Warranty, contact customer service at 1-800-683-9719 or go online to http://allstateprotectionplans.com/hsn Any replaced defective parts will not extend the term of this Warranty. Service under this warranty will not extend the term of this Warranty.

<u>Limitations Of The Warranty</u>. Warrantor's obligation to the customer with regard to the Warranty for any Product is limited to the repair, replacement, Accommodation or Reimbursement of any defective Product or parts pursuant to the terms and conditions of this Warranty. This Warranty is only valid for Products purchased and used in the United States and shall not extend to any Products (a) not purchased in the United States, or (b) purchased in the United States but which are used or transferred outside of the United States. The Warranty is not applicable to any purchase of a Product for commercial use (such as in a hotel, office, restaurant, or other business capacity). This Warranty expressly excludes any defects or damages caused by accessories, replacement parts or repair service other than those that have been authorized by Warrantor pursuant to the terms hereof.

No other express warranties are made by Warrantor or are authorized to be made on behalf of Warrantor by any retailer, agent, distributor, or other party with respect to any Product to any customer or other party.

What is Not Covered by This Warranty. This Warranty shall be of no force or effect, providing no Warranty coverage with regard to a Product for any of the following reasons:

 Products requiring maintenance or replacement due to normal wear and tear, corrosion, rust, stain, age or Products damaged due to any improper or discouraged use, mishandling, negligence, excessive wear and tear, including damages caused by maintaining, operating or using the Product in a manner not consistent with, in accordance with, or not contemplated by the instruction

- manual provided by Warrantor with the Product, or by otherwise failing to follow safety, operating, care or cleaning instructions;
- Products where the product number model or serial number has been removed, replaced, altered or rendered illegible;
- Products which have been damaged as a result of having been altered, modified
 or repaired in any way not expressly authorized in the instruction manual
 provided by Warrantor with the Product or by any party not authorized by
 Warrantor as an authorized Warranty repair specialist;
- LCD or other read-out displays on Products attributable to non-manufacturer defects such as mishandling during transportation, drops, spills or extreme temperature;
- Software and Product accessories even if such came with the purchase of the Product:
- Consumable parts, such as batteries, that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship;
- Cosmetic damages (examples include, but are not limited to, scratches, imprint/water marks, cracks and dents, stains, etc.);
- Products that have been damaged directly or indirectly from the use of a third party product;
- Products which Warrantor believes have been stolen;
- Products damaged as a result of acts of nature e.g. fire, flood, or lightning;
- Products damaged as a result of connection to irregular current or voltage sources, or use on electric or other current or voltage other than that marked on the Product, or any instruction book;
- Products for which the customer does not have a Proof of Purchase;
- Products for which the applicable Warranty Period has expired;
- Products not purchased from Warrantor; or
- Products returned by the customer to Warrantor, not using a Warrantor provided shipping label which are lost, misdelivered or damaged in transit.

WARRANTY DISCLAIMERS; LIMITATIONS OF REMEDIES; ACKNOWLEDGMENTS. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY SHALL BE AS PROVIDED BY THE PROVISIONS, TERMS AND CONDITIONS HEREOF. NONE OF WARRANTOR, ITS PARENT OR OTHER HOLDING COMPANIES, SUBSIDIARIES, AFFILIATES, AUTHORIZED DISTRIBUTORS AND RETAILERS AND AUTHORIZED SERVICE PROVIDERS, OR ANY OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES THEREOF, SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES OR LOSSES FROM TRAVEL, LOST TIME, PERISHABLE GOODS, DAMAGES FOR LOSS OF REVENUE, BUSINESS, PROFITS, GOODWILL OR CONTRACTS, BUSINESS INTERRUPTION, OR ANY OTHER PECUNIARY LOSS, ANY COSTS, EXPENSES OR OTHER CLAIMS FOR COMPENSATION RESULTING FROM SUCH LOSS), OR ANY OTHER LOSS OR DAMAGES ARISING OUT OF ANY

MALFUNCTION OF ANY PRODUCT OR OTHER DAMAGES RESULTING FROM THE USE OF THE PRODUCT, WHETHER IN CONTRACT, TORT OR OTHERWISE. NOTE: SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. IT IS UNDERSTOOD AND AGREED BY THE CUSTOMER UPON PURCHASE OF A PRODUCT THAT, EXCEPT AS EXPRESSLY STATED HEREIN, WARRANTOR IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER WITH RESPECT TO THE PRODUCT OTHER THAN THOSE AS EXPRESSLY STATED HEREIN. THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER IS INFORMED AND IS AWARE OF HIS/HER RIGHTS AND OBLIGATIONS UNDERANY APPLICABLE LOCAL MUNICIPAL AND JURISDICTION LAWS GOVERNING THE PURCHASE AND USE OF THE PRODUCT. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. IF ANY PROVISIONS OF THIS WARRANTY ARE JUDGED TO BE ILLEGAL, INVALID OR UNENFORCEABLE, THE REMAINING PROVISIONS OF THE WARRANTY SHALL CONTINUE IN FULL FORCE AND EFFECT.