

EXTENDED MANUFACTURER'S WARRANTY

For paid purchases from Cubiture, Inc. of items with a manufacturer's warranty, We will extend the terms of the original manufacturer's warranty for a period of (5) years, subject to exclusions and limitations described herein.

I. DEFINITIONS

Company, We, Us and Our means Cubiture, Inc.

Extended Warranty Period means a period of five years from the date the manufacturer's warranty expires.

Loss means the product malfunction which necessitates the repair, replacement or reimbursement of the purchase price of any product, as covered by the terms of that product's original warranty, which is valid in the United States of America when you purchased the product from Cubiture, Inc.

You and Your means the original purchaser of the item from Cubiture, Inc.

II. DESCRIPTION OF BENEFITS

What is Covered

After the manufacturer's warranty has expired, We, at our option, will repair or replace the item with an item of like quality or refund the purchase price (including applicable sales tax) for covered losses you paid to Cubiture, Inc.

Only valid and reasonable repairs up to the amount You paid for the item are covered.

If You incur multiple Losses for the same item, the aggregate benefits shall not exceed the amount You paid Cubiture, Inc. for the item.

Length of Coverage

Where a Loss has occurred during the Extended Warranty Period, We will provide a benefit equal to the coverage of the original manufacturer's warranty for five (5) years.

If You are notified that a warranty has ended for any reason (including, but not limited to, bankruptcy of the manufacturer or other responsible party), We will continue to provide coverage, not to exceed the original manufacturer's warranty for five years from the date You are notified of such event.

III. EXCLUSIONS

Benefits are not payable if the Loss for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by:

1. war or acts of war (whether declared or undeclared), participation in a felony, riot, civil disturbance, protestor insurrections;
2. any physical damage, including, but not limited to, damage as a direct result of natural disaster or a power surge;
3. mechanical failure covered under a product recall;
4. fraud or abuse or illegal activity of any kind.

Benefits shall not include:

5. payment of expenses or fees related to professional advice, maintenance, loss of income or inconvenience;
6. any product for which the purchase price has not been fully paid to Cubiture;
7. indirect, incidental, special, consequential exemplary or punitive damages, including lost profits arising from the use or inability to use the product so far as allowed by the law.

CUBITURE DISCLAIMS ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING WITHOUT LIMITATIONS, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

Purchases Not Covered

The following items are not covered:

1. products covered by an unconditional satisfaction guarantee by the manufacture;
2. consumable or perishable items with extended or limited life spans (including, but not limited to light bulbs, batteries, etc.);
3. more than one article in a pair or set. Coverage will be limited to no more than the value of any particular part or parts, unless the articles are unusable individually and cannot be replaced individually, regardless of any special value they may have had as part of a set or collection;

4. additional service contract or extended warranty coverage for a computer, computer component or part that You buy which already comes with an original United States of America, manufacturer's and/or retailer's warranty, unless such coverage is provided and administered by the original manufacturer.

IV. CLAIMS PROCESS

If You experience a Loss for which You believe a benefit is payable under this Extended Manufacturer's Warranty, You must provide Notice of Claim and, if requested by us, a Proof of Loss.

To insure prompt processing of Your claim, report any loss immediately following the date of the loss. Retain Your receipts and Your damaged property until the claim process is complete.

We will decide whether to do one of the following: (1) repair the product; (2) replace the product; or (3) reimburse You up to the amount you paid Cubiture for the item.

Notice of Claim

During the Extended Warranty Period, Notice of Claim should be provided to Us within thirty (30) days of the Loss.

Failure to provide Notice of Claim within thirty (30) days will not invalidate a claim or reduce any benefit that may be found to be eligible, if it can be shown that Notice of Claim was provided as soon as reasonably possible.

Our Extended Warranty matches the terms of and extends Your original manufacturer's warranty. Therefore, Notice of Claim requirements within your original manufacturer's warranty may vary with respect to date of report versus date of loss. Please review Your original manufacturer's warranty for further details. No claim will be denied based upon Your failure to provide notice within such specified time, unless this failure operates to prejudice Our rights.

Proof of Loss

We may send a claim form to You after We receive notice of loss. Written proof of loss, which includes the signed claim form and all other requested documentation, must be received within sixty (60) days after We have provided You with instructions and/or a claim form in response to Your Notice of Claim, or Your claim may be denied.

V. GENERAL PROVISIONS

Assignment

This warranty or benefit may not be assigned to any subsequent owner of the product and any purported assignment voids the Extended Warranty.

Conformity with State and Federal Law

If a Warranty provision does not conform to applicable provisions of State or Federal law, the Plan is hereby amended to comply with such law.

Entire Contract; Representation; Changes

This Extended Warranty document states the entire liability of Cubiture, Inc. and your exclusive remedy against Cubiture, Inc. and may only be modified in writing signed by you and by an authorized representative of Cubiture, Inc.

Fraud

If any request for benefits made under the Warranty is determined to be fraudulent or if any fraudulent means or devices are used by You or by anyone acting on Your behalf to obtain benefits, all benefits will be forfeited. Coverage cannot be forfeited unless the misrepresentation was material to the risk; or contributed to the contingency or event on which the Benefit became due and payable.

No coverage is provided if You, whether before or after a Loss, have concealed or misrepresented any fact upon which We rely, if the concealment or misrepresentation is material and is made with the intent to deceive or if the misrepresented fact contributes to the Loss.

Legal Actions

No legal action maybe brought to recover against Us until sixty (60) days after Proof of Loss has been received by Us. No such action maybe brought after three (3) years from the time a claim has been denied. If a time limit of this Plan is less than allowed by the laws of the applicable state the limit is extended to meet the minimum time allowed by such law.

VI. TERMINATION OR CANCELLATION

Coverage will terminate automatically on the date We notify You of our determination that Your claims information contains a misrepresentation or fraudulent statement or fails to disclose material information.

Termination or cancellation of coverage will not prejudice any Notice of Claim submitted prior to termination or cancellation, subject to all other terms of the Plan.