

BIONIC EAR SERVICE AGREEMENT TERMS AND CONDITIONS (CANADA)

SERVICE CONTRACT TERMS

1. This Service Agreement is available for sound processors and headpieces, excluding batteries, earhooks, and cables.
2. This Service Agreement can be purchased with a Single Payment or Monthly Payment Option.
3. This Service Agreement must be purchased within 60 (sixty) days of the product's original warranty expiration date or previous service contract expiration date.
4. This Service Agreement coverage begins the first day following the expiration of original warranty or latest service contract, provided Advanced Bionics receives the completed Bionic Ear Service Agreement Enrollment Form and payment in full for a selected payment option. This Service Agreement is valid for one (1) year.
5. Advanced Bionics reserves the right to inspect the product before issuing a Service Agreement.
6. This Service Agreement is not transferable.
7. This Service Agreement will be exclusively governed and construed in accordance with the laws in force in the State of California without regard to conflict of laws provisions.

SERVICE CONTRACT COVERAGE

Advanced Bionics will replace product covered under this Service Agreement with a fully functioning equivalent product if the covered product fails to function within normal tolerances during the period of the Service Agreement. The liability of Advanced Bionics under this Service Agreement is limited to replacement with a functionally-equivalent product and the return shipping costs for malfunctioning product. This Service Agreement does not cover theft, loss, or accidental damage of the product. Advanced Bionics' obligations under this Service Agreement may only be modified by a written document signed by an officer of Advanced Bionics.

CONDITIONS THAT VOID SERVICE AGREEMENT

This Service Agreement is void if the covered product has defects or malfunctions caused by:

1. Fire, floods, lightning, natural disasters, and other calamities commonly defined as "Acts of God";
 2. Accident, misuse, abuse, negligence, or the customer's failure to operate the covered product in accordance with manufacturer's instructions;
 3. Unauthorized attempts to repair, maintain, or modify the equipment by the customer or any unauthorized third party; or
 4. Attachment of any equipment not supplied by Advanced Bionics without prior approval.
- In addition, if the monthly payment option is selected and a payment is not received within 60 days, the Service Agreement shall be void. The right to participate in Advanced Bionics payment plans shall be forfeit.

REPLACEMENT OF COVERED PRODUCT

1. Call Advanced Bionics' Customer Service Department at (866) 794-1845 for instructions.
2. Covered product must be returned to Advanced Bionics (or authorized agent) within fifteen (15) days of malfunction or discovery of defect. Return shipping charges for malfunctioning product will be paid by Advanced Bionics.
3. A Product Registration Card for the replacement product must be completed and returned to Advanced Bionics within thirty (30) days of fitting the replacement product in order for this replacement product to be covered by this Service Agreement.
4. Covered product failure must be confirmed by Advanced Bionics.