

Service Contract Administrator ("Administrator"):

Guardsman US LLC

P.O. Box 1189

Bedford, TX 76095

Telephone: 1-800-543-8890

www.MyProtectionPlan360.com/BrandSource

CONGRATULATIONS: Thank You for Your recent purchase of the Preferred Furniture Service Contract (the "**Service Contract**"). We hope You enjoy the added comfort and protection this Service Contract provides. Please keep this Service Contract in a safe place along with the sales receipt/invoice that You received when You purchased this plan, as You will need them to verify Your coverage at the time of service. This information will serve as a valuable reference guide and will help You determine what is covered by this Service Contract. From the day You purchase this Service Contract the Administrator will assist You in understanding Your Service Contract benefits.

DEFINITIONS: Throughout this Service Contract, the words "**We**", "**Us**" and "**Our**" means the party or parties obligated to provide service under this Service Contract as the service Contract provider, Guardsman US LLC, P.O. Box 1189, Bedford, TX 76095 (Florida residents: this Service Contract is an Agreement between You and WCPS of Florida, Inc., License No. 80202, P.O. Box 1189, Bedford, TX 76095). (In Washington: This Service Contract is an Agreement between You and Warrantech Consumer Product Services, Inc. P.O. Box 1189 Bedford, TX 76095.) The words "**You**" and "**Your**" refer to the purchaser of the Product(s) covered by this Service Contract. "**Product**" means the item, or if a matching furniture set, all items, purchased together with and which is/are covered by this Service Contract. "**Failure**" means the failure of Your Product to function as intended (including any flaws or deficiencies to Your Product that affect the utility of Your Product for which it was designed for) due to defects in materials or workmanship from normal usage of Your Product. "**Deductible**" means the amount You are required to pay for covered repairs and replacements. This Service Contract is administered by Guardsman US LLC, PO Box 1189, Bedford, TX 76095 ("**Administrator**") (Florida residents: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202 (together with WCPS, "**Administrator**"). Please contact the Administrator if You have any questions about this Service Contract.

PRODUCT ELIGIBILITY: This Service Contract covers adjustable bed (electric motor, mechanisms and remote only), massage chair (electric motor, mechanisms and remote only), fabric, leather and vinyl upholstery, wood and other hard surface furniture purchased as new and manufactured for use in the United States, which at the time of purchase included a manufacturer's original warranty valid in the United States. Coverage only applies to Products purchased for normal indoor household use; including home office settings, but not for resale or commercial use ("commercial use" includes rental, business, educational, institutional or other similar non-residential uses). Ready-to-Assemble ("RTA"), PVC and Outdoor furniture items are not eligible for coverage, as well as accessories and/or add-on options purchased separately and not essential to the basic function of the Product are not eligible for coverage.

WHAT IS COVERED: We agree to repair or replace Your Product in the event it is not functioning as intended due to a Failure during the term of this Service Contract; provided the Product is not covered under any other insurance, warranty, guarantee and/or Service Contract. Parts used to repair or replace Your Product may be new or rebuilt parts / components that perform to the factory specifications of the Product and will be ordered from the retailer from whom You originally purchased the Product from. In the event the retailer is unable to replace Your Product / affected Product piece, We will refund up to the original purchase price of the Product affected Product piece (including taxes and less any claims paid for the Product / affected Product piece). This Service Contract will not replace or provide compensation for unaffected Product pieces that do not match any replacement pieces. Non- original manufacturer's parts may be used if original equipment parts are unavailable. This Service Contract does not cover repair or replacement of the Product for any of the causes, or provide coverage for any losses set forth in the section entitled "**WHAT IS NOT COVERED**" further below.

HOW COVERAGE WORKS FOR A NON-STAIN FAILURE: If Your Product experiences a Failure during normal use, We agree to repair or replace Your Product / affected Product piece in accordance with the terms and conditions of this Service Contract. A professional technician may be sent to service the problem at no cost to You. In the event the covered Failure is unable to be repaired, the Administrator, at its discretion, will replace Your Product / affected Product piece in its entirety. Each Product is eligible for a one-time replacement only. If Your Product is a matching set, once an affected piece has been replaced, that replacement piece is not eligible for coverage under this Service Contract. However, any unaffected pieces will continue to be covered for the remaining term of this Service Contract.

HOW COVERAGE WORKS FOR A STAIN FAILURE: If Your Product becomes accidentally stained or damaged during normal use, a professional cleaning solution package will be provided to You. Should this not resolve the stain or damage to Your Product, a

professional technician may be sent to service the problem at no cost to You. In the event the covered stain or damage to Your Product is unable to be repaired, the Administrator, at its discretion, will replace Your Product / affected Product piece in its entirety. Each Product is eligible for a one-time replacement only. If Your Product is a matching set, once an affected piece has been replaced, that replacement piece is not eligible for coverage under this Service Contract. However, any unaffected pieces will continue to be covered for the remaining term of this Service Contract.

NOTE: A replacement item may retail for a lower selling price than Your originally covered Product, and no refunds will be made based on any replacement product cost differences. You may be required to ship or deliver the affected Product / Product piece at Your expense prior to receiving services or replacement in accordance with the terms and conditions of this Service Contract. This Service Contract does not cover pickup, maintenance inspections, crating or delivery or freight charges. Any original Product / Product pieces that have been replaced under this Service Contract become Our property in their entirety. In no event shall Administrator or We be liable for any damages as a result of the unavailability of replacements or matching fabric or leather.

Coverage for fabric, leather, vinyl upholstery includes:

1. Accidental stains caused by:
 - a) Food or beverages;
 - b) Nail polish or nail polish remover stains or damage;
 - c) Human and pet body fluid stains (except perspiration, and hair or body oils); or
 - d) Ballpoint ink pen stains.
2. Accidental damage:
 - a) Punctures, rips, or burns; or
 - b) Breakage of frames, springs, sleeper mechanisms, reclining mechanisms, heating mechanisms, or vibrating mechanisms.

Coverage for case goods and other hard surface furniture includes:

1. Accidental stains caused by:
 - a) Food and beverages;
 - b) Human or pet bodily fluids; or
 - c) Nail polish and nail polish remover stains or damage
2. Accidental damage:
 - a) Nail polish remover damage;
 - b) Liquid marks or rings;
 - c) Breakage of structural parts and/or framework;
 - d) Gouges or chips that penetrate the finish exposing the under layer;
 - e) Cigarette burns or heat marks;
 - f) Checking, cracking, bubbling or peeling of finish caused by a specific incident;
 - g) Breakage, chips, or scratches of glass or mirrors;
 - h) Loss of silvering on mirrors ; or
 - i) Failure of integral electrical components

Coverage for adjustable bed and massage chair includes:

1. Electric motor;
2. Mechanisms;
3. Remote ; and
4. Power Surge (Failure of Your Product resulting from a power surge caused by a power outage while the Product is properly connected to a surge protector approved by the Underwriter's Laboratory Inc. (UL). **POWER SURGE DOES NOT COVER DAMAGES CAUSED BY IMPROPER INSTALLATION OR CONNECTION TO AN INCORRECT POWER SOURCE.**

DEDUCTIBLE: There is no Deductible required to obtain service on Your Product.

PLACE OF SERVICE: When required, We will arrange for Your Product to be serviced at Your residence; provided You have prepared the following provisions: (1) accessibility to the Product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Product. In the event it is necessary to continue certain repair services at the repair center, You may be required to ship/transport the Product to the designated repair center; in such circumstances, the shipping/transportation charges will be covered by this Service Contract. In-Home/On-Site Service will be provided by the authorized service technician during regular business hours, local time, Monday through Friday, except holidays.

LIMIT OF LIABILITY: The total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Service Contract shall not exceed the original purchase price of Your Product (including taxes). In the event We make payments for repairs; which in the aggregate are equal to the original purchase price of Your Product, or We replace Your Product (all pieces if a matching set), We will have no further obligations under this Service Contract. IN NO EVENT SHALL THE TOTAL OF ALL CLAIMS OR REPLACEMENT EXCEED THE ORIGINAL PRICE PAID BY YOU FOR THE COVERED PRODUCT.

WE ARE NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE. WE ARE NOT LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE CONTRACT, INCLUDING ANY INHERENT PRODUCT FLAWS.

SERVICE CONTRACT TERMS: Coverage begins on the date of Product purchase or date of installation by the selling retailer (proof of installation date will be required if different from Product purchase date), and continues for the period of time defined on Your sales receipt. This Service Contract is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty but provides certain benefits during the term of the manufacturer's warranty. During the manufacturer's warranty period, any parts, labor or on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer; upon expiration of the manufacturer's original warranty, this Service Contract continues to provide many of the manufacturer's benefits as well as certain additional benefits listed within this Service Contract, and will furnish replacement parts and/or labor necessary to restore Your covered Product to standard manufacturer's operating condition.

IF YOUR PRODUCT NEEDS REPAIR: If You need to file a claim under this Service Contract, You must contact the Administrator to obtain a repair authorization number prior to having any repairs made to Your Product. For fast service, visit www.MyProtectionPlan360.com/BrandSource and have Your proof of Product purchase (sales receipt) readily available when You contact the Administrator. Do not return Your Product to Your retailer unless so instructed by the Administrator, and if instructed to do so, a copy of the proof of Product purchase (sales receipt) and a brief written description of the problem must accompany Your Product. NOTE: We are not liable for freight charges or damage due to improper packaging by You or Your representative. THIS SERVICE CONTRACT MAY PROVIDE NO COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS. When You receive authorization for repairs, You will also receive instructions on how to obtain service for Your Product. In the event Your Service Contract expires during the time of an approved repair or replacement, this Service Contract is extended until the repair or replacement has been completed.

WHAT IS NOT COVERED: THIS SERVICE CONTRACT DOES NOT COVER ANYTHING THAT IS NOT SPECIFICALLY LISTED IN THE "WHAT IS COVERED" SECTION, OR ANY LOSS, REPAIR, DEFECT, STAIN OR DAMAGE CAUSED BY OR RESULTING FROM: (A) PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO YOU ("PRE-EXISTING" MEANS A CONDITION THAT WITHIN ALL REASONABLE PROBABILITY RELATES TO THE FITNESS OF YOUR COVERED PRODUCT PRIOR TO ISSUANCE OF THIS SERVICE CONTRACT); (B) SERVICE OR REPLACEMENT OUTSIDE OF THE UNITED STATES OF AMERICA, ITS TERRITORIES OR CANADA; (C) FURNITURE THAT IS A RETAIL FLOOR SAMPLE OR FURNITURE THAT IS SOLD AS "CLEARANCE" OR "AS-IS"; (D) READY-TO-ASSEMBLE (RTA) FURNITURE; WICKER, RATTAN, PVC OR OUTDOOR FURNITURE; (E) FURNITURE THAT IS USED FOR COMMERCIAL, INSTITUTIONAL, OUTDOOR OR RENTAL PURPOSES; (F) DAMAGE OR ACCIDENTS DUE TO CAUSES BEYOND YOUR CONTROL SUCH AS ENVIRONMENTAL CONDITIONS OR EXPOSURE TO WEATHER CONDITIONS OR ACTS OF NATURE; INCLUDING, BUT NOT LIMITED TO: COLLAPSE OR EXPLOSION; DIRT, EARTHQUAKE, FIRE, FLOODS, FREEZES, HAIL, LIGHTNING, MOISTURE OR WATER DAMAGE OF ANY KIND, WHETHER FROM FRESH WATER, SALTWATER OR OTHER WATER INTRUSION, NATURAL DISASTERS, NUCLEAR RADIATION, RADIOACTIVE CONTAMINATION, RIOT, SAND, SMOKE, SPILLAGE OF ANY KIND UNLESS OTHERWISE NOTED UNDER THE COVERAGE'S SECTION, STORMS, TORNADOS, WAR OR HOSTILE ACTION, WIND OR WINDSTORM, ETC.; (G) ABUSE, ACCIDENTAL DAMAGE (EXCEPT THAT WHICH IS SPECIFICALLY NOTED IN THE "WHAT IS COVERED" SECTION), ANIMAL OR INSECT INFESTATION, BENDING, CORROSION, FUNGUS, INTENTIONAL PHYSICAL/MECHANICAL DAMAGE, MALICIOUS MISCHIEF, MISUSE, MOLD OR MILDEW, NEGLIGENCE, PHYSICAL DAMAGE, THEFT OR MYSTERIOUS DISAPPEARANCE, VANDALISM, ROT, RUST, WARPING, ETC. TO THE COVERED PRODUCT OR ANY PIECE THEREOF; (H) INTENTIONAL OR UNINTENTIONAL ACCIDENTS BY THIRD PARTIES (E.G. INDEPENDENT CONTRACTORS, SUCH AS BUT NOT LIMITED TO: PLUMBERS, PAINTERS OR ANY OTHER SERVICE / MAINTENANCE PARTY; (I) UNAUTHORIZED REPAIRS OR MODIFICATIONS; (J) REPAIRS TO ITEMS OR ATTACHMENTS NOT LISTED ON THE SERVICE CONTRACT PROOF OF PURCHASE (SALE RECEIPT / INVOICE); (K) REPLACEMENT COSTS FOR LOST PARTS / COMPONENTS NOT ORIGINALLY COVERED BY THE MANUFACTURER'S WARRANTY OR WHICH ARE CONSIDERED EXPENDABLE OR CONSUMER REPLACEABLE ITEMS, ANY NON- OPERATING OR DECORATIVE PARTS, NON-MOTOR DRIVEN MECHANICAL PARTS (INCLUDING BUT NOT LIMITED TO: PLASTIC PARTS), FINISH DEFECTS, FRAMES, GLASS, HANDLES, HINGES, KNOBS, LATCHES, LIGHTS, MOLDINGS, ORNAMENTATION, PAINT, PLASTIC BODY OR MOLDING, SHELVES, SUPPORTS, SUSPENSION, ETC.; (L) CLOCK MECHANISMS; (M) COST OF PREVENTATIVE MAINTENANCE OR GENERAL MAINTENANCE AND CLEANING; (N) CLEANINGS OR ANY SERVICE COVERED BY A MANUFACTURER WARRANTY, ANOTHER SERVICE CONTRACT, OR OTHER INSURANCE; (O) ANY REPAIRS OR PARTS COVERED BY A REPAIR FACILITY OR MANUFACTURER RECALL, WARRANTY OR REWORK TO REPAIR DESIGN OR COMPONENT DEFICIENCIES, IMPROPER CONSTRUCTION,

MANUFACTURER ERROR, ETC.; REGARDLESS OF THE MANUFACTURER'S OR REPAIR FACILITY'S ABILITY TO PAY FOR SUCH REPAIRS; (P) ANY RESULTANT MALFUNCTION OR DAMAGE OF OR TO AN OPERATING PART OF THE COVERED PRODUCT FROM FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE OR OPERATION/STORAGE OF THE COVERED PRODUCT IN CONDITIONS OUTSIDE MANUFACTURER SPECIFICATIONS OR USE OF A COVERED PRODUCT IN SUCH A MANNER AS WOULD VOID COVERAGE UNDER THE MANUFACTURER'S WARRANTY OR THAT ARE USED IN A MANNER INCONSISTENT WITH THE DESIGN OF THE EQUIPMENT OR MANUFACTURER INSTRUCTIONS OR SPECIFICATIONS; (Q) STAINS, SOILING OR DAMAGE RESULTING FROM EVERYDAY USE OR WHICH HAS BUILT UP OVER TIME, (E.G. HAIR, BODY OR SUNTAN OILS AND/OR LOTIONS) OR SIGNS OF SOILING (INCLUDING DARKENED AREAS WHERE THE BODY COMES INTO CONTACT WITH THE FURNITURE (THESE DARKENED AREAS ARE SIGNS OF SOIL BUILD-UP)); (R) DAMAGE DUE TO HARSH OR CORROSIVE CHEMICALS, INCLUDING WITHOUT LIMITATION: DYES, INKS (EXCEPT BALLPOINT), FERTILIZER, BLEACH, AND GUM; (S) DAMAGE CAUSED BY ANIMAL/PET CLAWS, TEETH AND/OR BEAKS; (T) COLOR LOSS OR CRACKING AND PEELING ON ANY LEATHER OR VINYL (EXCEPT AS SPECIFICALLY OUTLINED IN THE "WHAT IS COVERED" SECTION); (U) SUN FADE OR DIRECT EXPOSURE TO SUNLIGHT, BRIGHT LIGHT OR EXTREME HEAT; (V) STONE OR SAND ABRASION; (W) ODORS; (W) EXTREME TEMPERATURE OR HUMIDITY CHANGES; (X) FABRICS WITH "X" CLEANING CODES AND NON-COLORFAST FABRICS AND LEATHERS; (Y) FURNITURE THAT HAS BEEN NEGLECTED, ABUSED OR IS IN AN UNSERVICEABLE CONDITION; (Z) STAINS, COLOR LOSS OR DAMAGE RESULTING FROM CLEANING METHODS OR PRODUCTS, DETERGENTS, ABRASIVES OR OTHER HARSH CLEANING AGENTS OTHER THAN THOSE RECOMMENDED BY THE FURNITURE MANUFACTURER OR PROVIDED BY US IN ASSOCIATION WITH A COVERED CLAIM UNDER THIS SERVICE CONTRACT; (AA) WEAR-RELATED ISSUES, INCLUDING BUT NOT LIMITED TO: FADING, SEAM SEPARATION, STRESS TEARS, LOSS OF FOAM RESILIENCY, PILLING OR FRAYING OF ANY FABRIC ON ALL TYPES OF FURNITURE; (AB) SPLITS OR BI-CAST LEATHER; (AC) VARIATION OF COLOR OR GRAINING OF WOOD / WOOD MERCHANDISE, MARBLE, OR LEATHER; SPLIT LEATHERS USED IN SEAT CUSHIONS, BACK CUSHIONS, OR TOP / INSIDE ARM AREAS; NATURAL MARKINGS ON LEATHER (E.G. HEALED SCARS, INSECT BITES, BRAND MARKS OR WRINKLES) OR SUEDE, AND LEATHERS WITH EMBOSSED PATTERNS OTHER THAN THOSE STIMULATING NATURAL COWHIDE; NON-BOVINE LEATHERS; NUBUCK AND OTHER BUFFED LEATHERS; (AD) COSTS FOR PICK-UP OR DELIVERY CHARGES OF THE COVERED PRODUCT (UNLESS SPECIFICALLY STATED OTHERWISE HEREIN); (AE) LOSS OR DAMAGE TO THE COVERED PRODUCT WHILE IN THE COURSE OF TRANSIT; (AF) DAMAGE OCCURRING PRIOR TO OR DURING DELIVERY OR WHILE FURNITURE IS BEING MOVED BETWEEN RESIDENCES OR INTO OR OUT OF STORAGE; (AG) IMPROPER OR INADEQUATE STORAGE; (AH) DAMAGE, WARPING, BENDING OR RUSTING OF ANY KIND TO THE HOUSING, CABINETRY, SUPPORTS, OUTSIDE CASING OR FRAME OF THE PRODUCT; (AI) DESIGN DEFICIENCY; (AJ) MERCHANDISE WITH SAFETY FEATURES REMOVED, BYPASSED, DISABLED OR ALTERED, OR REPAIRS TO ITEMS WITH ALTERED OR MISSING SERIAL NUMBERS; (AK) REMOVAL, INSTALLATION, REINSTALLATION, UNAUTHORIZED REPAIRS, ETC., OF ANY COVERED PRODUCT OR PIECE THEREOF, INCLUDING BUT NOT LIMITED TO: ADJUSTMENTS, ALTERATIONS, MANIPULATIONS OR MODIFICATIONS MADE BY ANYONE OTHER THAN A SERVICE TECHNICIAN AUTHORIZED BY US; (AL) NON-FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO: NOISES, SQUEAKS, ETC., OR OPERATIONAL ERRORS ON THE PART OF THE CONSUMER; USER EDUCATION OR SET UP ADJUSTMENTS; (AM) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY, OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED PRODUCT; (AN) DAMAGES CAUSED BY IMPROPER INSTALLATION OR CONNECTION TO AN INCORRECT POWER SOURCE. (AO) WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS ARISING OUT OF THE AUTHORIZED ACCESS OR USE OF ANY SYSTEM, SOFTWARE HARDWARE, OR FIRMWARE, OR ANY MODIFICATION, REPROGRAMMING, DESTRUCTION, OR DELETION OF DATA, OR SOFTWARE BY ANY MEANS.

IF YOUR COVERED PRODUCT EXPERIENCES DAMAGE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION OR IN THE EVENT OF A REPAIR INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM THE MANUFACTURER OR A MANUFACTURER-AUTHORIZED REPAIR SOURCE, THEN YOU ARE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS AND/OR THE COST OF ON-SITE SERVICE.

OUR RIGHT TO RECOVER PAYMENT: If You have a right to recover against another party for anything We have paid under this Service Contract, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

CANCELLATION: You may cancel this Service Contract by informing the selling Administrator of Your cancellation request within 30 days of the purchase of the Service Contract and You will receive a 100% refund of the full purchase price of Your Service Contract [, less any claims paid by Us. If Your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Service Contract purchase price, less any claims paid by Us , plus an administrative fee not to exceed 10% of the Service Contract purchase price or \$25.00 (whichever is less).

If We cancel this Service Contract We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Service Contract, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata purchase price of this Service Contract.

GUARANTY: This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Service Contract in the following states: **AL, AZ, AR, CA, CO, CT, DC, GA, HI, IL, KY, ME, MA, MN, MO, MT, NV, NH, NJ, NM, NY, NC, OH, OK, OR, SC, TX, UT, VT, VA, WA, WI, & WY** . Our obligations under this Contract are guaranteed by a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions. In all other states, our obligations under this Service Contract are backed by our full faith and credit.

RENEWABILITY: This Service Contract is not renewable.

IMPORTANT CONSUMER INFORMATION: If Your Product or any piece thereof is exchanged by the manufacturer or retailer, You must advise the Administrator in writing at P.O. Box 1189, Bedford, TX 76095 Attn: Data Entry or call 1-800-543-8890 with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original expiration date for this Service Contract.

TRANSFERS: This Service Contract is not transferable.

ENTIRE CONTRACT: This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for Your Product, constitute the entire Contract between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

SPECIAL STATE REQUIREMENTS: Regulation of Service Contracts may vary widely from state to state. Any provision within this Service Contract which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Contract was purchased in one of the following states and supersede any other provision within Your Service Contract terms and conditions to the contrary.

Alabama: IF YOUR PRODUCT NEEDS REPAIR - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-800-543-8890 or by visiting www.MyProtectionPlan360.com/Brandsource. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com any time. Failure to obtain prior authorization may result in non-payment.

CANCELLATION is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

Arizona: LIMIT OF LIABILITY is amended as follows: in addition to that which is noted above, neither we nor the administrator nor the retailer shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time, lost data, or lost income/wages resulting from the failure of or damage to any covered product or component thereof, regardless of whether such failure or damage is covered under the provisions of this contract, or from delays in service or the inability to render service, or resulting from the unavailability of repair or replacement parts/components/items or inability to provide exact match replacement, or if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate; including any inherent product flaws. **WHAT IS NOT COVERED** - We shall not provide coverage only for those specifically listed items in the **"WHAT IS NOT COVERED"** section which occurred while owned by You. "Pre-existing conditions" definition is deleted and replaced with: If the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate. **CANCELLATION** is amended as follows: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

Arkansas: IF YOUR PRODUCT NEEDS REPAIR - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-800-543-8890 or by visiting www.MyProtectionPlan360.com/Brandsource. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com any time. Failure to obtain prior authorization may result in non-payment.

California: Guardsman Industries, LLC (License No. SA-83) is the Service Contract Administrator and Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Obligor for this Service Contract. **CANCELLATION** is amended as follows: This Service Contract may be cancelled by the Service Contract Holder for any reason, including, but not limited to, the Device covered under this Service Contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Contract, and Your cancellation notice is received by the Administrator within sixty (60) days of the date You received the Service Contract and no claims have been paid, You will be

refunded the full Service Contract price. If You have made claims against the Service Contract or cancellation notice is received by the Administrator after sixty (60) days of the date You received the Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any claims paid.

Connecticut: This Service Contract is an Agreement between the Obligor/Provider, Guardsman US LLC, P.O. Box 1189, Bedford, TX 76095, 1-800-543-8890 and You. In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty Service Contract. **CANCELLATION** is amended as follows: This Service Contract may be cancelled by the Service Contract Holder if the Device covered under this Service Contract is returned, sold, lost, stolen or destroyed.

Florida: This Service Contract is between the Provider, WCPS of Florida, Inc. (License No. 80202) and You, the purchaser. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation. **CANCELLATION** is deleted and replaced with the following: You may cancel Your Service Contract by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Contract is canceled by You, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Contract is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf.

Georgia: **CANCELLATION** is amended as follows: If a cancellation fee is applicable, it will not exceed 10% of the pro-rata refund amount and only applies to cancellations by the contract holder. The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. If the Provider cancels, the Provider must provide 30 days written notice of cancellation. If the purchase of this Contract was financed, the lienholder may only cancel this Contract for non-payment if they hold a power of attorney. **WHAT IS NOT COVERED** – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. **PRE-EXISTING CONDITIONS** – The "PreExisting Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract. Any arbitration provision is deleted in its entirety. **GUARANTY** is amended to include: If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Illinois: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to defects in materials or workmanship, Power Surge event, or ADH event if applicable to Your Plan, after the effective date of this Service Contract This Service Contract does not cover failures resulting from normal wear and tear.

Indiana: This Contract is not insurance and is not subject to Indiana insurance law. **PRE-EXISTING CONDITIONS** – The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract.

Maine: **GUARANTY** is amended in include: If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Michigan: If performance of the Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

Missouri: **GUARANTY** is amended in include: If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Nevada: **CANCELLATION** is amended as follows: In no event will any claims incurred or paid be deducted from any refund. We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for nonpayment by You, fraud or material misrepresentation by You, or a substantial breach of duties by You relating to the covered property or its use if it occurred after the effective date of the service contract and it substantially and materially increased the service required under the service contract. If We cancel this Service Contract, You will be entitled to a pro-rata refund of the unearned Service Contract fee, no cancellation fee shall apply, and We shall mail a written notice to You at the last known address held by Us at least fifteen (15) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. If Your Service Contract was financed, the outstanding balance will be deducted from any refund. **WHAT IS NOT COVERED** – This Contract provides coverage that is excess over any other applicable coverage. Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract, or damages arising from such actions are excluded. If Your service contract relates to goods that are essential to Your

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health and safety and the repair of such goods is covered under the terms and conditions of Your contract, You may request emergency service at any time by calling Us at 888-325-2336 or online at www.MyProtectionPlan360.com.

If the emergency service involves the loss of heating or cooling, loss of plumbing or substantial loss of electrical service and the emergency renders a dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling, We will commence repairs within 24 hours after the report of the claim and will complete repairs as soon as reasonably practicable thereafter. If We determine that repairs cannot practicably be completed within 3 calendar days after the report of the claim, We will provide a status report to You and to the Nevada Insurance Commissioner as required by Nevada law.

Any reference to 'administrative fee' with respect to cancellation is changed to 'cancellation fee'.

If You are not satisfied with the manner in which We are handling Your claim, You may contact the Nevada Insurance Commissioner by use of the toll-free telephone number of the Insurance Division, (888) 872-3234.

New Hampshire: In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261.

New Jersey: The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

New Mexico: GUARANTY is amended to include: This service contract is insured by Technology Insurance Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to Technology Insurance Company at 866-505-4048, regulatorycompliance@amtrustgroup.com, or 59 Maiden Lane, 43rd Floor, New York, NY 10038. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674. **CANCELLATION** is amended as follows: We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for the following acts by the Contract Holder: Non-payment; discovery of fraud or material misrepresentation by the Contract Holder in obtaining the Service Contract or in presenting a claim; or discovery of either of the following if it occurred after the effective date of the Service Contract and substantially and materially increased the service required under the Service Contract: an act or omission; or a violation of any condition of the Service Contract.

North Carolina: CANCELLATION is amended as follows: We may only cancel this Service Contract for non-payment of the purchase price of the Service Contract or a direct violation of the Service Contract by You.

Ohio: GUARANTY is amended to include: If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Oklahoma: The Service Warranty Association is Guardsman US LLC, P.O. Box 1189, Bedford, TX 76095, 1-800-543-8890, Oklahoma Identification #507496076. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** is deleted and replaced with the following: You may cancel Your Service Contract at any time by informing Us or the Administrator. If You cancel this Service Contract within the first thirty (30) days and no Claim has been authorized or paid within the first thirty (30) days, We will refund the entire Service Contract purchase price. If You cancel this Service Contract after the first thirty (30) days, or have made a Claim within the first thirty (30) days, return of the Provider fee shall be based upon one hundred percent (100%) of the unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract. If We cancel this Service Contract, return of the Provider fee shall be based upon one hundred percent (100%) of unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract.

Oregon: This Service Contract is an Contract between the Obligor/Provider, Guardsman US LLC, P.O. Box 1189, Bedford, TX 76095, 1-888-325-2336, and You. NOTICE: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. **IF YOUR PRODUCT NEEDS REPAIR** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-800-543-8890 or by visiting www.MyProtectionPlan360.com. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is amended to add: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. NOTICE: As used in the "LIMIT OF LIABILITY" section of this Contract, the word "data" refers to non-proprietary information.

South Carolina: If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the TAG-FRN-PFD (03-23)

South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

Texas: The Administrator is Guardsman US LLC, Service Contract Administrator No. 731. If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. **CANCELLATION** section is amended as follows: You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract. If this Service Contract is cancelled within the first thirty (30) days, We will refund the entire Service Contract charge, less claims paid. If this Service Contract is cancelled after the first thirty (30) days, You will receive a pro-rata refund of the Service Contract price less claims paid. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of Your cancellation request to the Provider. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Contract is canceled. These provisions apply only to the original purchaser of the Service Contract.

GUARANTY is amended to include: If a cancellation refund is not provided within forty-five (45) days after the cancellation request has been received, or if a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Utah: The Provider/Obligor is Guardsman US LLC, P.O. Box 1189, Bedford, TX 76095, 1-888-325-2336. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. **GUARANTY** is amended as follows: Should the provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the Insurance Company. **CANCELLATION** – Is amended as follows: We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of contractual duties by You relating to the covered property or its use. If We cancel this Service Contract for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Service Contract for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation.

Virginia: If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

Washington: Warrantech Consumer Product Services, Inc. P.O. Box 1189 Bedford, TX76095 is the Obligor for this Service Contract. The State of Washington is the jurisdiction for any civil action in connection with this Contract. **WHAT IS NOT COVERED**– What is excluded from coverage is limited to that which is expressly stated under the “**WHAT IS NOT COVERED**” section of this Service Contract which occurred while owned by You. **GUARANTY** is deleted and replaced as follows: Our obligations under this Contract are guaranteed by a service contract reimbursement insurance policy issued by Wesco Insurance Company (the “Insurance Company”), 59 Maiden Lane, 43rd Floor, New York, NY 10038. A contract holder is entitled to apply directly to the Insurance Company for refund, payment or performance due. Please call 1-866-505-4048 for instructions.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. All references to “Service Contract/Contract” are hereby deleted and replaced with “Service Contract”. **CANCELLATION** is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator. If this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us. For Service Contracts canceled subsequent to the period stated above or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid. We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least fifteen (15) days prior to cancellation.

The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered. **GUARANTY is deleted and replaced as follows:** Our obligations under this Contract are guaranteed by a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the “Insurance Company”), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If the provider does not provide, or reimburse or pay for, a service that is covered under this Contract within sixty (60) days after You provide proof of loss, or if the provider becomes insolvent or otherwise financially impaired, You may file a claim directly with Insurance

Company for reimbursement, payment, or provision of the service. Please call 1-866-505-4048 for instructions.

Wyoming: You may return this Service Contract within twenty (20) days of the date this Service Contract was provided to you, or within ten (10) days if the Service Contract was delivered to you at the time of sale. If you made no claim, the Service Contract is void and the full purchase price will be refunded to you. The Administrator will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the Administrator. These provisions apply only to the original purchaser of the Service Contract. In the event Administrator cancels the Service Contract, Administrator will mail a written notice to you at your last known address at least ten (10) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by you relating to the covered property or its use, or a substantial breach of your duties relating to the covered product or its use.

Visit www.MyProtectionPlan360.com/BrandSource or Call 1-800-543-8890 to have a copy of these terms & conditions mailed to You.

