

SERVICE CONTRACT TERMS & CONDITIONS

Administrator: Guardsman US LLC
P.O. Box 1189
Bedford, TX 76095
Telephone: 1-888-254-3323

<http://registration.warrantechprotectionplan.com/lovestravelstop/>

CONGRATULATIONS! Thank You for Your recent purchase of the Love's Protection Plan(the "Service Contract"). We hope You enjoy the added comfort and protection this Service Contract provides. Please keep this document in a safe place along with the sales receipt/invoice that You received when You purchased this Service Contract, 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.

BE SURE TO REGISTER YOUR SERVICE CONTRACT ONLINE

In order to maximize Your benefits, please go to <http://registration.warrantechprotectionplan.com/lovestravelstop/> and register Your Service Contract within 10 days of purchase. Failure to do so may result in significant service delays when You have a claim.

DEFINITIONS

Throughout this Service Contract, the following capitalized words have the stated meaning –

"We", "Us", "Our": 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). **"Administrator":** the entity responsible for administering benefits to You in accordance with the Service Contract terms and conditions, Guardsman US LLC, PO Box 1189, Bedford, TX 76095 (Florida Residents: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202). **"Retailer":** the seller that has been authorized by Us to sell this Service Contract to You. **"You", "Your":** the purchaser/owner of the Product(s) covered by this Service Contract. **"Original Purchase Price":** the amount paid by You for the covered Product(s); excluding any applicable taxes and/or fees, as evidenced on Your sales receipt. **"Product(s)":** the item(s) which You purchased with and is covered by this Service Contract. **"Term":** the period of time in which the provisions of this Service Contract are valid. **"Failure":** the mechanical or electrical breakdown of Your Product to perform its intended function including defects in materials or workmanship and normal wear and tear; occurring during normal use of the Product. **"Power Surge":** damages to the Product resulting from an oversupply of voltage to Your Product while properly connected to a surge protector approved by the Underwriter's Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Product to a power source. **"Deductible":** the amount You are required to pay, per claim, for services covered under this Service Contract (if any). **"Commercial Use":** any non-residential use; including rental, business, educational and institutional, but not including heavy industrial use. **"Abuse":** the intentional treatment of the Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or failure. **"Cosmetic Damage":** damages or changes to the physical appearance of the Product that does not impede or hinder the Product's normal operational function; such as scratches, abrasions, or changes in color, texture, or finish. **"Pre-Existing Condition":** a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of Your Product before this Service Contract was purchased.

Please contact the Administrator if You have any questions about this Service Contract.

PRODUCT ELIGIBILITY

This Service Contract covers Products purchased as new and manufactured for use in the United States; which at the time of purchase included a manufacturer's warranty valid in the United States providing minimum coverage of thirty (30) days parts and labor. Coverage outlined in this Service Contract only applies to Products not covered under any other insurance warranty, guarantee and/or service contract providing the same benefits as outlined herein. Products must also be solely intended for normal household use; including home office settings, and not intended for Commercial Use. Accessories, external peripheral devices and/or add-on options that attach to Your Product are not covered under this Service Contract

SERVICE CONTRACT TERM

EFFECTIVE DATE OF COVERAGE: Coverage for damages to Your Product resulting from Power Surge or accidental damage from handling, begins on the date of Product purchase or delivery (if different from Product purchase date), and continues for the Term shown on Your sales receipt. Coverage for a Failure resulting from mechanical or electrical breakdown, as referenced within the definition of "Failure" above, begins upon expiration of the shortest portion of the manufacturer's original parts and/or labor warranty and continues for the remainder of Your Term.

WHAT IS COVERED – GENERAL

In accordance with the SERVICE CONTRACT TERM described above, We agree to provide the services outlined in the applicable BASE PLAN COVERAGE section for Your Product if it experiences a Failure. **IMPORTANT: COVERAGE DESCRIBED IN THIS SERVICE CONTRACT WILL NOT REPLACE OR PROVIDE DUPLICATIVE BENEFITS DURING ANY ACTIVE MANUFACTURER'S WARRANTY PERIOD. DURING SUCH PERIOD, ALL PARTS, LABOR, ON-SITE SERVICE AND/OR SHIPPING COSTS COVERED BY THAT WARRANTY ARE THE SOLE RESPONSIBILITY OF THE MANUFACTURER. PARTS USED TO REPAIR OR REPLACE YOUR PRODUCT MAY BE NEW, USED, REFURBISHED, OR NON-ORIGINAL MANUFACTURER PARTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF YOUR PRODUCT.** Where applicable, technological advances may result in a replacement product with a lower selling price than Your original Product, and no refunds will be made based on the replacement product cost difference.

BASE PLAN COVERAGE

- **Replacement Plan:** If You purchased the Replacement Plan (“Your Plan”), in the event of a covered claim Your Plan provides replacement of Your originally covered Product, or at Our sole discretion, reimbursement for the cost of replacement (up to the Original Purchase Price). Replacement products may be a new or refurbished product of equal or similar features and functionality, but not necessarily the same brand (if unavailable), and will include a manufacturer’s warranty. Although replacement products are ineligible for continued coverage under Your original Service Contract, You will have the opportunity to purchase a new Service Contract if the replacement product is eligible. PLEASE NOTE: the Replacement Plan is limited to one replacement for Products with an Original Purchase Price of less than \$600, and does not cover any servicing trip or labor charges. Any and all parts or units replaced under this Service Contract become Our property in their entirety.

ADDITIONAL BENEFITS INCLUDED IN YOUR PLAN

- **NO LEMON GUARANTEE:** Within any twelve (12) month period of Your Term, if the same Product has three (3) service repair claims paid by Us for the same problem; which first began after the manufacturer’s warranty period had expired (“Qualifying Service Repairs”), and a fourth (4th) repair is required for the same fault, We will replace that Product one of like kind and quality, but not necessarily same brand (if unavailable), or issue a voucher for the Original Purchase Price of the Product, at Our sole discretion. NOTE: ANY REPAIR SERVICES PERFORMED WHILE YOUR PRODUCT IS UNDER THE MANUFACTURER’S WARRANTY PERIOD ARE NOT CONSIDERED “QUALIFYING SERVICE REPAIRS” UNDER THIS NO LEMON GUARANTEE.

OPTIONAL COVERAGES *(for additional purchase; not available with all Products)*

- **Accidental Damage from Handling Coverage (“ADH Coverage”):** if purchased and evidenced on Your sales receipt, ADH Coverage provides additional protection for Your Product against sudden and unforeseen accidental damage; provided such damage was during the course of regular use of the Product by You, and subject to the exclusions listed in the WHAT IS NOT COVERED section except for the following: repairs or damage resulting from dropping the Product, liquid, or in connection with screen breakage are covered under this ADH Coverage benefit. IMPORTANT – If protective items such as covers, carrying cases or pouches, etc. were provided or made available for use with Your Product, You should utilize them to help protect the Product against damage. If You suspect damage or breakdown of Your Product, You should immediately take reasonable precautions to protect the Product against further damage and contact the Administrator. *This ADH Coverage benefit is limited to that which is necessary as a result of sudden and unforeseen accidental damage only.*

DEDUCTIBLE

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

PLACE OF SERVICE

Determination of which place of service applies to Your Product is based on and will be the same as that which was provided under Your Product’s original manufacturer’s warranty. The Administrator can provide assistance in confirming which of the following is applicable to Your Product:

- For Products that included **In-Home/On-Site Service**, We will arrange for Your Product to be serviced at Your location; 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 a repair center, You may be required to ship/transport the Product to a repair center designated by the Administrator. In such circumstances, the shipping/transportation charges will be covered by this Service Contract. In-Home/On-Site Service will be provided by a servicing technician authorized by the Administrator during regular business hours, local time, Monday through Friday (except holidays).
For Products that included **Depot Service**, You are responsible for shipping and insurance of the Product to a Depot Center designated by the Administrator, and We will pay for return shipping back to Your location.
- For Products that included **Carry-In Service**, You are responsible for transporting Your Product to and from the service center designated by the Administrator. In the event Your Product needs to be shipped to another location authorized by Us, any shipping costs will be Your responsibility.

IF OUR DIAGNOSIS INDICATES THAT THE PROBLEM IS NOT COVERED BY THIS SERVICE CONTRACT, YOU MAY BE RESPONSIBLE FOR ALL SERVICE FEES INCURRED FOR SUCH DIAGNOSIS.

LIMIT OF LIABILITY

In accordance with Your Term, the total amount that We will pay for services in connection with all claims pursuant to this Service Contract will not exceed the Original Purchase Price of Your Product. 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 the Product for any reason, Our obligation under this Service Contract for the Product will be considered fulfilled and coverage ends.

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 OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS. NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS.

IF YOUR PRODUCT NEEDS SERVICE

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, log onto <http://registration.warrantechprotectionplan.com/lovestravelstop/> or call the Administrator with Your proof of Product purchase (sales receipt) readily available. Do not return Your Product to Your Retailer unless so instructed by the Administrator, and if instructed to do so, a copy of Your 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 further instructions on how to obtain service for Your Product. In the event Your Service Contract expires during the time of an approved claim, this Service Contract is extended until the claim has been fulfilled.

WHAT IS NOT COVERED (GENERAL EXCLUSIONS)

AS RELATED AND APPLICABLE TO YOUR COVERED PRODUCT(S), THIS SERVICE CONTRACT DOES NOT COVER ANY FAILURE, LOSS, REPAIRS OR DAMAGE IN CONNECTION WITH OR RESULTING FROM: (a) Pre-Existing Conditions, as defined, known to You; (b) Improper packaging and/or transportation by You or Your representative resulting in damage to the Product while it is in transit, including improperly securing the Product during transportation; (c) Installation, removal, reinstallation or improper installation of parts/components, upgrades, attachments, accessories, peripherals or any items considered to be expendable or consumer replaceable; (d) Products that are used in heavy commercial or industrial applications/operations, or intended for Commercial Use, as defined, unless "Commercial Coverage" is evidenced on Your sales receipt; (e) Riot, nuclear radiation, war/hostile action, radioactive contamination, etc.; (f) Neglect, negligence, misuse, Abuse, vandalism, theft, or malicious mischief or disappearance; (g) Rust, corrosion, warping, bending; (h) animals, animal inhabitation or insect infestation; (i) Causes beyond Your control; such as battery failure/leakage, inadequate plumbing, environmental conditions, exposure to weather conditions or external perils of nature (including but not limited to: fire, flood, smoke, sand, dirt, lightning, humidity, storms, wind, hail and earthquake); (j) Operation of the Product outside of the manufacturer's operational or environmental specifications; (k) Collision, collapse or explosion of/with another object; (l) Dropping the Product, liquid, or screen breakage; unless "ADH Coverage" is evidenced on Your sales receipt; (m) Damage to a covered part caused by a non-covered part; (n) Lack of performing the manufacturer's recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer's specifications or instructions, or use of the Product in a manner that would cause coverage under the manufacturer's warranty to become voidable or that is contrary to the design and function for which the Product was originally intended; (o) Operational errors; (p) Loss of electricity, "power brown-out" or improper use of electricity; (q) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorized by Us; (r) Products subject to a manufacturer's recall, warranty or rework to repair design or component deficiencies, improper construction, manufacturer error, etc.; regardless of the manufacturer's ability to pay for such repairs; (s) Merchandise sold without a manufacturer's warranty or "AS IS" (unless otherwise specified herein); (t) Merchandise that has removed or altered serial numbers; (u) Consequential damages or delay in rendering service under this Service Contract, or loss of use or data during the period of time in which the Product is at a repair facility or otherwise awaiting parts as authorized by Us; (v) Non-Failure problems, including but not limited to: Cosmetic Damage, imperfections, noises, squeaks, etc.; (w) Normal periodic or preventive maintenance, user education or set up adjustments; (x) Any service of the Product that is covered by a warranty, other service contract, or insurance; (y) Structural items or frames (unless otherwise specified herein); (z) Attachments that are essential to the basic function of the Product, but not provided by the manufacturer or not included in the original sale of the Product; (aa) Cost of lost components not covered by the Product's original manufacturer's warranty, or any non-operating/non-power-driven part; including but not limited to: plastic parts or other parts such as accessory cables, water filters, bags, baskets, batteries, bolts, cables, connectors, cords, knob, fuses, glass, handles, hinges, external hoses, latches, liners, lint screens, masks, moldings, plastic body or door seal; (ab) Cost of removal or disposal of the Product from Your possession in order to comply with any EPA requirements; (ac) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; or (ad) Any service performed outside of the United States of America, its territories, or Canada. (ae) 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.

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS SERVICE CONTRACT DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM YOUR COVERED PRODUCT, AND WE ARE UNABLE TO TRANSFER SUCH TO ANY REPLACEMENT DEVICE THAT MAY BE PROVIDED TO YOU. IN NO EVENT SHALL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM YOUR PRODUCT.

IF YOUR PRODUCT EXPERIENCES AN OCCURRENCE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION, OR IN THE EVENT OF A SERVICE INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM OUR AUTHORIZED SERVICER, THEN YOU ARE RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE; INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

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 at any time by informing the Administrator of Your cancellation request. If such request is within 30 days of the purchase of this Service Contract, You will receive a 100% refund of the Service Contract purchase price paid by You, less any claims paid by Us. If such request is made after 30 days of the purchase date of this Service Contract, You will receive a pro-rata refund of the Service Contract purchase price paid by You, less any claims paid by Us and less an administrative fee not to exceed 10% of the Service Contract purchase price or \$25.00; whichever is less. In no event will any imposed administrative fee exceed twenty-five dollars (\$25.00).

We may only cancel this Service Contract for the following reasons: 1) non-payment of the Service Contract fee by You; 2) material misrepresentation by You to Us; or 3) substantial breach of duties by You under this Service Contract in relation to the covered Product or its use. If We cancel this Service Contract, We must provide written notice to You at least 15 days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as necessary), with the reason for and effective date of such cancellation. If We cancel this Service Contract, You will receive a pro-rata refund based upon one-hundred percent of any unearned Service Contract fee paid by You, minus any claims paid by Us.

NOTICE: These CANCELLATION provisions apply to the original purchaser of this Service Contract only.

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 Agreement 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 the Service Contract are backed by our full faith and credit.

RENEWABILITY

If You wish to renew coverage under this Service Contract, please contact the Administrator prior to the expiration of Your current Term to initiate Our renewal process. *Renewability is determined at Our sole discretion and may not be available.*

TRANSFERABILITY

If You wish to transfer coverage under this Service Contract to a different owner, please contact the Administrator to initiate Our transfer process. *Transferability is determined at Our sole discretion and may not be available. The CANCELLATION provisions apply to the original purchaser of this Service Contract only.*

IMPORTANT PRODUCT INFORMATION

If Your Product is exchanged by the manufacturer or Retailer, You should advise the Administrator as soon as practicable the make, model, and serial number of the exchanged product. You can do this by either calling the Administrator at 1-888-325-2336, or by writing to the Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: Data Entry. Please note that in the event of such exchange, the Term of Your originally purchased Service Contract remains in effect and does not automatically extend.

ENTIRE CONTRACT

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your sales receipt, 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.

Oregon: This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, P.O. Box 1189 Bedford, TX 76095, (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 SERVICE** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-888-325-2336 or by visiting <http://registration.warrantechprotectionplan.com/lovestravelstop/>. 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"** and **"WHAT IS NOT COVERED (GENERAL EXCLUSIONS)"** sections of this Contract, the word "data" refers to non-proprietary information.

Log onto the Administrator's website at <http://registration.warrantechprotectionplan.com/lovestravelstop/> or Call 1-888-254-3323 to obtain a copy of these terms & conditions.