

SERVICE CONTRACT

Terms & Conditions

Administered by Guardsman US LLC, Inc. ♦ P.O. Box 1189 ♦ Bedford, TX 76095 ♦ Toll Free 1-877-319-0665

Thank you for purchasing the Guardsman Consumer Core Product!

We hope You enjoy the added comfort and protection this Service Contract provides. The information contained in this important terms and conditions document (the **"Service Contract"**, **"Contract"**) is intended to be Your guide in knowing what is covered and how coverage works under Your Plan. If You ever need assistance regarding Your Contract, contact the Administrator at any time. Please keep this Service Contract document, Your Contract Purchase Receipt and Your Sales Receipt (if separate), as You will need them to verify Your coverage in the event of a Claim.

FOR FAST CLAIM SERVICE VISIT
www.MyProtectionPlan360.com

DEFINITIONS

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

- **"We", "Us", "Our", "Provider", "Obligor"**: the party or parties obligated to provide service under this Service Contract as the service contract provider, who is Guardsman US LLC, P.O. Box 1189, Bedford, TX 76095. (In Florida: 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.)
- **"You", "Your"**: the purchaser/owner of this Service Contract who is to receive the coverage provided hereunder.
- **"Abuse"**: the treatment of the Product in a harmful, injurious, malicious, or offensive manner which results in its damage and/or failure.
- **"Administrator"**: the entity responsible for administering benefits to You in accordance with the Service Contract terms and conditions, who is Guardsman US LLC, PO Box 1189, Bedford, TX 76095 (In Florida: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202).
- **"ADH"**: accidental damage from handling; such as damage sustained to the Product as a result of dropping the Product, spilling liquid onto it, or resultant screen breakage. [(Note: ADH is not eligible for all Product types.) **ADH is not covered unless the ADH OPTIONAL COVERAGE UPGRADE has been purchased and is confirmed on Your Contract Purchase Receipt.**
- **"Claim"**: a demand for payment in accordance with this Contract sent by You to the Administrator or Us.
- **"Commercial Use"**: use of the Product for competitive, rental, business, educational or institutional purposes.
- **"Contract Purchase Receipt"**: the receipt document (paper or e-mail) provided to You as proof of Your Contract purchase that confirms the Term, Covered Product, Deductible, and the purchase date of Your Service Contract.
- **"Contract Purchase Price"**: the amount paid by You for the Service Contract (excluding any applicable taxes and/or fees), as indicated on Your Contract Purchase Receipt,
- **"Covered Product(s)", "Product(s)"**: the eligible item(s) that meet(s) the **PRODUCT ELIGIBILITY** requirements outlined below that is/are covered under this Service Contract.
- **"Deductible"**: the amount You are required to pay, per Claim, prior to receiving services under this Service Contract (if any), as indicated on Your Contract Purchase Receipt.
- **"Failure"**: the mechanical or electrical breakdown of Your Product to perform its intended function due to defects in materials or workmanship during normal usage of Your Product.
- **"Retailer"**: the merchant authorized by Us to sell this Service Contract to You.
- **"Plan"**: the specific **"COVERAGE PLAN OPTION"** under this Contract that You have selected and purchased, as confirmed on Your Contract Purchase Receipt.
- **"Sales Receipt"**: the receipt document (paper or email) provided as proof of Your Product purchase that indicates the date in which the Product was purchased along with the Product Purchase Price and product description.
- **"Product Purchase Price"**: the amount paid by You for the Covered Product; excluding any applicable taxes and/or fees.
- **"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. [(Note: Power Surge coverage does not require the Product to be connected to a UL-approved surge protector if the Product's manufacturer does not require such.)
- **"Term"**: the period of time in which the provisions of this Service Contract are valid, as indicated on Your Sales Receipt.

TERRITORY

THIS SERVICE CONTRACT IS VALID AND ELIGIBLE FOR PURCHASE IN THE FOLLOWING JURISDICTIONS ONLY: the contiguous United States, plus Alaska and Hawaii. **(NOTICE: all outlying U.S. territories, including but not limited to Puerto Rico, and all Canadian provinces/territories are expressly EXCLUDED.)**

PRODUCT ELIGIBILITY

In order to be eligible for coverage under this Contract, the item must:

- ✓ Be/Have been purchased as brand new or factory refurbished from an authorized Retailer;
- ✓ Have come with a manufacturer's original equipment ("OEM") or factory refurbished warranty of at least thirty (30) days when it was purchased;
- ✓ NOT be covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined herein.

YOUR RESPONSIBILITIES

PRODUCT PROTECTION: Be sure to properly store and operate Your Covered Product in accordance with the manufacturer's warranty/owner's manual at all times. If You suspect damage or breakdown of Your Product, You should promptly take reasonable precautions in order to protect against further damage. **Any Claim determined to be a result of neglect, negligence, misuse or abuse (as defined in the EXCLUSIONS section of this Contract) of or to the Covered Product is NOT covered under this Contract.**

MAINTENANCE AND INSPECTIONS: If specified in the Product manufacturer's warranty and/or owner's manual, You must perform all of the care, maintenance and inspections for the Product as indicated. You may be required to provide proof of fulfillment of such maintenance, care and/or inspection services at time of Claim. **Any Claim determined to be a result of Your lack of compliance with the Product manufacturer's warranty and/or owner's manual will NOT be covered under this Contract.**

IMPORTANT PRODUCT INFORMATION

If Your original Covered Product is ever exchanged by the manufacturer or Retailer, please notify the Administrator as soon as practicable the make, model, and serial number of the new exchanged product. You can do this by either calling the Administrator at 1-877-319-0665 or by writing to the Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: WCPS-Data Entry. *NOTE: in the event of manufacturer or Retailer exchange, the Term of Your originally purchased Service Contract remains in effect and does not automatically extend.*

CONTRACT TERM-EFFECTIVE DATE OF COVERAGE

Your Contract Term begins on Your Contract purchase date and continues for the Term period shown on Your Contract Purchase Receipt.

COVERAGE under Your Plan becomes effective at different times; depending on whether Your Claim is: (a) a Failure that is still covered under the manufacturer's warranty; (b) a Failure that is no longer covered under the manufacturer's warranty because it has expired; or (c) a covered occurrence that is NOT a defined Failure, [such as a defined Power Surge event (if applicable to Your Plan)]. **AND WHETHER Your Claim is:** (a) a defined Failure that is still covered under its manufacturer's warranty or (b) a covered Power Surge.

1. **Coverage for damages to Your Product resulting from a covered occurrence that is NOT a Failure**, (such as a defined Power Surge or ADH, or Screen Damage Protection-as applicable to Your Plan), begins on Your Contract purchase date (or Product delivery date, if different) and continues for the Term shown on Your Contract Purchase Receipt.
 - a. If you purchased the "Screen Damage Upgrade", then coverage for a defined event also starts on day 1 of Your Contract Term (from Contract purchase date) and continues for the remainder of Your Contract term.
2. **Coverage for a defined FAILURE does not become effective until the manufacturer's warranty has expired.** Upon expiration of the manufacturer's warranty, coverage for a defined Failure becomes effective and continues for the remainder of the Term shown on Your Contract Purchase Receipt.

IMPORTANT DISCLOSURES REGARDING "WHAT IS COVERED"

Coverage described in this Service Contract will not replace or provide duplicative benefits during any active manufacturer's warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Contract; regardless of the manufacturer's ability to fulfill its obligations.

**ALL COVERAGE PROCLAIMED UNDER THIS SERVICE CONTRACT IS EXPRESSLY SUBJECT TO THE
"LIMIT OF LIABILITY" AND "EXCLUSIONS" PROVISIONS. READ THESE SECTIONS CAREFULLY.**

About Repairs: Parts used for repairs may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of Your original Covered Product.

About Replacements: Reasonable efforts will be made in order to replace Your original Covered Product with a same match; however, there may be some cases where it is impossible to procure an exact match (for example, the manufacturer may have deemed the model or color obsolete). In such situations, We will provide You with a replacement that is at least of equal features and functionality, but it may be a different brand or color from Your original Covered Product. Additionally, please note that sometimes technological advances that are out of Our control may result in a replacement that has a lower selling price than Your original Covered Product, and this Contract does not provide any reimbursement for such a cost difference. Also know that any/all parts, components, or whole items that We provide replacement for will automatically become Our property. *Note: You may be required to ship or deliver the defective Product prior to receiving an authorized replacement product.*

About Reimbursements: In the event We determine to provide You with reimbursement towards the replacement of the defective Product, such reimbursement may be in the form of a check, voucher, Retailer gift card, or store credit, provided at Our sole discretion, and the value of such will not exceed the amount equal to the Product Purchase Price shown on Your Contract Purchase Receipt and Your Sales Receipt. *Note: You may be required to ship or deliver the defective Product prior to receiving any authorized reimbursement.*

WHAT IS COVERED

(As indicated on your Contract Purchase Receipt and Your Sales Receipt and applicable to You.)

1. **IF YOU DID NOT PURCHASE ONE OF THE SPECIFIC PLANS LISTED IN THE SECTION BELOW**, coverage under this Agreement provides for the labor and /or parts necessary to repair Your Covered Product – or at Our sole discretion – a one time replacement or reimbursement for a one time replacement of Your original Covered Product in lieu of such repair.
2. **IF YOU PURCHASED ONE OF THE SPECIFIC PLANS LISTED IN THIS SECTION**, coverage under this Agreement provides for the following, as applicable to Your Plan purchase:
 - A. **HOME ELECTRONICS PLAN:** (home audio and speaker stands, 3D/VR Devices, DLP Projectors, Projector Screens, Home theater, Blu-Ray/DVD Players, DVR, Receivers, (Digital/Satellite), Desktop Computers, Scanners, Printers, Monitors, Wireless Network Systems (Routers, Servers, Smart boxes, Access points, Ports), Wireless LAN Adapters, e-Readers/Docking Stations, Digital Cameras (NO Accessories), Digital Media/MP Players, Satellite Radio Receivers, Gaming Systems/2 controllers, Home Security (Security systems, Cameras, keypads, monitors, etc), Smart Devices (hubs, thermostats, lighting, locks, cameras, motion detectors, cameras), Streaming Devices (Apple TV, Amazon, Roku, etc.), Speakers & Subwoofers (indoor/outdoor), Sound bars, Baby monitors, Baby Thermometers, Turners, Amplifiers, and TV mounts. When purchased, this Plan provides for labor and /or parts required to repair the home electronics Product in the event of a Covered Claim. At Our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repairs.

ADDITIONAL BENEFIT

(No separate election/purchase is required. Coverage is limited to the Covered Product only.)

1. **POWER SURGE:** If your Covered Product sustains damage resulting from a defined Power Surge covered Claim, this Contract provides coverage for labor and/or parts required to repair Your Covered Product.

OPTIONAL COVERAGE UPGRADES

(As indicated on Your Contract Purchase Receipt and applicable to You)

1. **COMMERCIAL COVERAGE:** Commercial Coverage is required for any Product(s) that is: (1) equipment that has been specifically manufactured for commercial use; or (2) used in a commercial setting environment (i.e. for use other than in a residential single-family setting). **NOTE: EXCEPT AS OTHERWISE PROVIDED IN THIS SUBSECTION, COMMERCIAL COVERAGE DOES NOT PROVIDE ANY OF THE BENEFITS UNDER THE "OPTIONAL COVERAGES" OR "ADDITIONAL BENEFITS TO YOUR SERVICE CONTRACT" SECTIONS.**
2. **CUSTOM HOME AUTOMATION UPGRADE:** When purchased, in addition to the benefits outlined under **WHAT IS COVERED** provision above, as applicable to Your Covered Product type, this optional coverage upgrade will cover the cost of removal or reinstallation of the covered Product, as well as any necessary reprogramming of the covered Product's associated remote-control units in connection with covered repairs or replacements of the covered Product. In addition, this upgrade provides coverage for labor and/or parts required to repair Your Covered Product from damage resulting from a defined Power Surge claim. Coverage begins upon Date of Purchase of this Service Contract, if such coverage has been purchased. **NOTE: CUSTOM HOME AUTOMATION COVERAGE DOES NOT COVER ANY COSTS ASSOCIATED WITH TEARING DOWN OR REFINISHING OF WALLS IN ORDER TO REACH AND/OR EVALUATE THE COVERED PRODUCT.**
3. **SCREEN DAMAGE UPGRADE:** When purchased, in addition to the benefits outlined under the **WHAT IS COVERED** provision above, as applicable to your Covered Product type, this optional coverage upgrade provides for a maximum of one (1) replacement of the Covered Product's screen only in the event of a covered Claim in which the screen sustains cracking or breakage after a single accidental damage from handling incident.

DEDUCTIBLE

You are not required to pay a Deductible prior to receiving service under this Contract.

HOW TO FILE A CLAIM – GENERAL

IMPORTANT: The submission of a Claim does not automatically mean that the damage to or breakdown of the Product is Covered under Your Plan and this Contract. In order for a Claim to be considered, You have to contact the Administrator first for Claim approval and authorization number.

COMPLETE THE FOLLOWING STEPS TO HAVE YOUR CLAIM CONSIDERED UNDER THIS CONTRACT:

1. Go online to www.MyProtectionPlan360.com or call toll-free 1-877-319-0665 with Your Contract Purchase Receipt and Your Sales Receipt readily available.
2. Explain the problem Your Product is experiencing and provide the Administrator any additional information/documentation in order to validate Your Claim.
3. After confirmation of Claim eligibility under Your Plan and this Contract, the Administrator will issue a Claim authorization number to You along with additional information regarding how Your Product will be further serviced (refer to the "PLACE OF SERVICE" section below for further details).

In the event the Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Service Contract.

PLACE OF SERVICE – GENERAL

The following is determined at the Administrator's sole discretion as deemed appropriate for the particular problem Your Product is experiencing and based on the explanation You have provided when initiating Your Claim. All Claims submitted in accordance with this Contract are handled individually; the place of service provision that applies to one Claim may not necessarily apply to another Claim.

- For a Product that is eligible for **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 Contract. In-Home/On-Site Service will be provided by a service Provider authorized by the Administrator during regular business hours, local time, Monday through Friday (except holidays).
- For a Product that is eligible for **Depot Service**, this Contract covers the costs required for the safe shipping of Your Product to and from Our authorized depot center.
 - In the event Your Covered Product qualifies for depot servicing, but it has been built-in and is rendered as a permanent fixture inside or outside of Your home and You cannot transport or ship it to Our authorized depot facility, You are responsible for the in-home service call charge, which will be due to Our authorized technician upon time of service.
- For a Product that is eligible for **Carry-In Service**, You are responsible for transporting Your Product to and from Our authorized service center. In the event Your Product needs to be shipped to another location determined by Us, costs required for the safe shipping of Your Product to and from Our authorized service center is covered by this Contract.
 - In the event Your Covered Product qualifies for local repair facility/carry-in servicing, but it has been built-in and is rendered as a permanent fixture inside or outside of Your home and You cannot transport or ship it to any of Our authorized repair locations, You are responsible for the in-home service call charge that will be due to Our authorized technician upon time of service.

LIMIT OF LIABILITY

The total amount that We will pay for services in connection with all Claims pursuant to this Service Contract is as follows:

1. **REPAIRS LIMIT** – unlimited number of Claims until the accumulated amount that We have paid equals the Product Purchase Price shown on Your Contract Purchase Receipt and Your Sales Receipt.

2. **REPLACEMENT LIMIT** – at Our sole discretion, a maximum of one (1) replacement (or reimbursement for replacement) that will in no event exceed the amount equal to the Product Purchase Price shown on your Contract Purchase Receipt and Your Sales Receipt; excluding taxes/fees and less any previous Claims paid by Us.

ONCE EITHER OF THESE LIMITS HAS BEEN REACHED, OUR OBLIGATIONS UNDER THIS CONTRACT WILL BE CONSIDERED FULFILLED AND COVERAGE ENDS.

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 FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS.

EXCLUSIONS (WHAT IS NOT COVERED)

AS RELATED AND APPLICABLE TO YOUR COVERED PRODUCT(S), THIS CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR SERVICES IN CONNECTION WITH OR RESULTING FROM:

- A) A pre-existing condition known to You (*"pre-existing condition" refers to a condition that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Covered Product before this Contract was purchased or is determined by Us to be a Failure or otherwise covered damage that occurred prior to the expiration of the Contract Waiting Period*);
- B) Any Claim for service to or replacement of the Covered Product that has not been prior authorized by the Administrator;
- C) Any Claim related to cosmetic damage (*meaning damages or changes to the physical appearance of the Covered Product that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish*) or structural imperfections, when such do not impair the overall functionality of the Covered Product;
- D) Any merchandise that has been confirmed by Our authorized servicer to have removed or altered serial numbers, or equipment that has had safety features removed, bypassed, altered, or disabled;
- E) Servicing of the Covered Product in association with a non-covered Claim, and shipping or delivery charges associated with the *initial* purchase of the Covered Product;
- F) Costs associated with tearing down or refinishing of walls in order to reach and/or evaluate the Covered Product;
- G) Costs associated with the delivery and re-installation of the serviced Covered Product (or a replacement product) in the event that Depot or Carry-In Service was required (UNLESS OTHERWISE STATED UNDER YOUR PLAN);
- H) Costs associated with dismantling or reinstallation of a fixed infrastructure when removing and returning the repaired Covered Product (or replacement product) into a custom installation;
- I) Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation, humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action, governmental act, or internet or other telecommunications event;
- J) Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract;
- K) Theft or mysterious disappearance, unforeseen disappearance (loss) or vandalism of or to the Covered Product;
- L) Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;
- M) Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to or resulting from these items –(UNLESS THE APPROPRIATE "OPTIONAL COVERAGE" HAS BEEN PURCHASED);
- N) Any Claim related to a defined ADH event
- O) Products and/or components that are used in applications that require continuous business and/or commercial operation, or are used for commercial, industrial, educational, or public use purposes or offered on a rental basis, unless the commercial coverage options has been purchased.
- P) Abuse (*meaning, the intentional treatment of the Covered Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown*), neglect, negligence, misuse, intentional harm or malicious mischief of or to the Covered Product;
- Q) Burned-in images in LCD, LED, or plasma screens caused by the prolonged display of video games, video signals, or operation of the Product with an aspect ratio that is inconsistent with the manufacturer's recommendations;
- R) Any items that are consumer replaceable and designed to be replaced over time throughout the life of the Product; including, but not limited to: batteries; plastic parts other parts such as: bags, baskets/buckets, blades, bolts, bright metal, cables, batteries, belts, bulbs, cabinets, caps, connectors, cords, dials, drawers, fabrics, fan belts, filters, finish defects, frames, fuses, glass, grates, handles, hinges, hoses, impellers, keypads, keys, knobs, latches, lights, liners, lines, lint screens, moldings, needles, nozzles, ornamentation, paint, plastic body or molding, racks, scratched lenses, shelves, springs, supports, switches, thermostats, tubes, tubs, water filters, wheels, wiring, or any other parts of materials which are designed to be consumed during the life of the Covered Product;
- S) Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;
- T) Routine, periodic or preventative maintenance (including alignments, as applicable to the Covered Product);
- U) Lack of providing manufacturer's recommended maintenance or operation/storage of the Covered Product in conditions outside manufacturer specifications, or use of the Covered Product in such a manner as would be voidable coverage under the manufacturer's warranty, or use of the Product in a manner inconsistent with its design or manufacturer specifications;
- V) Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a Covered Product performed by anyone other than a service center/technician authorized by the Administrator;
- W) Any kind of manufacturer recall or rework order on the Covered Product, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs;
- X) Equipment sold without a manufacturer's warranty or sold 'as is';
- Y) Improper packaging and/or transportation by You or Your representative resulting in damage during shipment to a service center or relocation of the Covered Product;
- Z) Any claim related to the improper use of electrical power, inadequate electrical service, or the interruption of electrical service (such as loss of power or power 'brown-out');
- AA) Non-failure problems included but not limited to noises, squeaks, agitation, vibration, wobbling, etc.;
- BB) Damage from freezing or overheating;
- CC) Damage caused by battery failure or leakage;
- DD) Operational errors on the part of the consumer;

- EE) Damage resulting from failure to maintain proper levels of coolants during operation or from using contaminated, stale or improper coolants;
- FF) Cost of removal or disposal of the Covered Product in order to comply with EPA disposal requirements;
- GG) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Covered Product; or

HH) Any service performed in conflict with the TERRITORY provision of this Service Contract.

- II) We shall not be responsible for any loss arising out of the unauthorized 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 THE ADMINISTRATOR AUTHORIZES SERVICE FOR A CLAIM ON YOUR COVERED PRODUCT, AND IT IS THEN DETERMINED BY OUR AUTHORIZED SERVICE CENTER/TECHNICIAN TO BE EXCLUDED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT, OR RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS, YOU MAY BE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING 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 in writing of cancellation request. **NOTICE: The following cancellation provisions apply to the original purchaser of this Service Contract only. NO CANCELLATION FEES APPLY.**

IF YOU CANCEL THIS CONTRACT:

1. Within 30 days of the Contract purchase date, You will receive a 100% refund of the full Contract Purchase Price paid by You, minus any Claims paid by Us (except in Missouri & Nevada where Claims deduction is prohibited). If Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.
2. After 30 days from the Contract purchase date, You will receive a pro-rata refund based on 100% of the Contract Purchase Price paid by You, minus any Claims paid by Us (except in Missouri & Nevada where Claims deduction is prohibited) and minus an administrative fee not to exceed ten percent (10%) of the Service Contract Purchase Price or twenty-five dollars (\$25.00), whichever is less, unless otherwise provided by state law. If Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.

WE MAY ONLY CANCEL THIS CONTRACT FOR:

1. Non-payment of the Contract Purchase Price/fee by You;
2. Material misrepresentation by You; or
3. Substantial breach of duties under this Contract by You in relation to the Covered Product or its use.

If We cancel this Contract, We will provide written notice to You at least 15 days (30 days in Georgia) (21 days in Washington) prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a refund based upon the same criteria as outlined above.

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 are backed by our full faith and credit. In all other states, our obligations under the service contract are backed by our full faith and credit.

PRIVACY AND DATA PROTECTION

(For any Covered Product that uses wireless data)

You agree that any information or data disclosed to Us under this Contract is not confidential. Furthermore, You agree that We may collect and process data on Your behalf when We provide the services contemplated under this Contract. This may include transferring Your data to affiliated companies or third party service providers in accordance with Our Customer Privacy Policy. Except for the purposes of providing services in this Contract, We will not share Your information with third parties without Your permission and We will comply with applicable privacy and data protection laws in Your specific jurisdiction.

Unless specifically prohibited by Your jurisdiction's privacy and data protection laws, We may transfer Your information to other countries and jurisdictions provided that anyone to whom We transfer Your information provides an adequate level of protection. In addition, Your information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

GENERAL PROVISIONS

1. **Waiver; Severability.** The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
2. **Notices.** You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You provide Us. All notices or requests pertaining to this Contract will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to You by email or fax number that You provided to Us, or three (3) days after mailing to the street address You provided.

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.*

ENTIRE AGREEMENT

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, Your Contract Purchase Receipt or Sales Receipt and Product Purchase Receipt, constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

ARBITRATION

Any dispute or claim relating in any way to Your purchase or use of this Service Contract will be resolved by binding arbitration, rather than in court, except that You may assert claims in small claims court if Your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the Terms and Conditions of this Service Contract as a court would.

To begin an arbitration proceeding, You must send a letter requesting arbitration and describing Your claim to Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: Legal Dept. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, We will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where You live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, **we each waive any right to a jury trial.**

APPLICABLE LAW

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your sales receipt, constitute the entire agreement 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 varies based on state of purchase and Retailer location. Any provision within this Contract that conflicts with the laws of the state in which this Contract was purchased (or where applicable, the state in which You are located), shall automatically be considered modified in conformity with such enforceable laws and regulations, and the language set forth below for such state shall supersede any other provision within this Contract to the contrary.

Alabama: HOW TO FILE A CLAIM - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-877-319-0665 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 as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. Arbitration is non-binding in the state of Alabama. Arbitration proceeding shall be conducted in the county in which the consumer resides.

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. **EXCLUSIONS (WHAT IS NOT COVERED)** - We shall not provide coverage only for those specifically listed items in the **"EXCLUSIONS (WHAT IS NOT COVERED)"** section which occurred while owned by You. **PRE-EXISTING CONDITIONS** - The "Pre-Existing Conditions:" is amended to include: may not be excluded if such conditions were known or should reasonably have been known by Us or the Retailer. Arbitration does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about process, You may contact the Arizona Department of Insurance and Financial Institutions (DIFI) at 100 North 15th Avenue, Suite 261, Phoenix, AZ 85007-2630, ATTN: Consumer Affairs.

Arkansas: HOW TO FILE A CLAIM - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-877-319-0665 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.

California: Guardsman Industries, LLC (License No. SA-83), P.O. Box 1189 Bedford, TX 76095 is the Service Contract Administrator and Guardsman US LLC (License No. S-29831) 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 from the date You received this Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any claims paid.

Colorado: CONTRACT HOLDER RESPONSIBILITY - It is the responsibility of the Service Contract Holder to follow the manufacturer's specifications for the use and care/maintenance of the Covered Product and to back up all software and data on a regular basis and prior to commencement of any repair.

Connecticut: This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC P.O Box 1189, Bedford, TX 76095, 1-800-342-5349 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. **CONTRACT HOLDER RESPONSIBILITY** – It is the responsibility of the Service Contract Holder to follow the manufacturer's specifications for the use and care/maintenance of the Covered Product and to back up all software and data on a regular basis and prior to commencement of any repair.

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 ninety percent (90%) 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. **GUARANTY** section is deleted in its entirety.

Georgia: **CANCELLATION** is amended as follows: If an administrative 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. The Provider may only cancel this Service Contract. The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. **EXCLUSIONS** – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. 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. 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. **APPLICABLE LAW:** Contract will be governed by the laws of the state of Georgia.

Hawaii: **CONTRACT HOLDER RESPONSIBILITY** – It is the responsibility of the Service Contract Holder to follow the manufacturer's specifications for the use and care/maintenance of the Covered Product and to back up all software and data on a regular basis and prior to commencement of any repair.

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 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.

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 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.

Nevada: If You are not satisfied with the manner in which We are handling your claim, You may contact the Nevada Insurance Commissioner toll-free at (888)-872-3234. **CANCELLATION** is amended as follows: In no event will any claims incurred or paid be deducted from any refund. We may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Agreement for nonpayment by You, Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for a service thereunder, 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 increase the service required under the Service Contract. **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.

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, 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 Agreement 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 increase the service required under the service contract.

New York: Warrantech Consumer Product Services, Inc. P.O. Box 1189 Bedford, TX 76095 is the Obligor for this 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 CPS LLC, P.O. Box 1189 Bedford, TX 76095 1-877-319-0665, Oklahoma Identification #520822354. 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 ninety percent (90%) of unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract. **Oregon:** This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, P.O. Box 1189 Bedford, TX 76095 1-(800)-342-5349 and You. **NOTICE:** As used in the "PRIVACY AND DATA PROTECTION" section of this Contract, the word "data" refers to non-proprietary information. **HOW TO FILE A CLAIM** – If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-877-319-0665 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. **ARBITRATION-** The Arbitration Provision is deleted and replaced as follows: If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Plan holder. Arbitration will take place under the laws will prevail unless it conflicts with the Federal Arbitration Act. Notwithstanding the foregoing, either party may bring an individual action in small claims court or trial by jury. This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. You agree that by entering into this Plan, You and We are each waiving the right to participate in a class action.

South Carolina: If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the 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 Agreement is canceled. These provisions apply only to the original purchaser of the Service Agreement. **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.

Utah: The Provider/Obligor is Guardsman US LLC, 2200 Highway 121. Ste. 100, Bedford, TX 76021, 1-(800)-342-5349 Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **HOW TO FILE A CLAIM** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-877-319-0665 or by visiting www.MyProtectionPlan360.com. If authorization is needed when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com at any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** section is amended as follows: 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. **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.

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.vdas.gov/food-extended-service-contract-providers.shtml> to file a complaint.

Washington: Warrantech Consumer Product Services, Inc. P.O. Box 1189 Bedford, TX 76095 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. **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, Wesco Insurance Company, 50 Maiden Lane, 43rd Floor, New York, NY 10038. Please call 1-866-505-4048 for instructions.

CONTRACT HOLDER RESPONSIBILITY – It is the responsibility of the Service Contract Holder to follow the manufacturer's specifications for the use and care/maintenance of the Covered Product and to back up all software and data on a regular basis and prior to commencement of any repair.

HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator online at www.MyProtectionPlan360.com or call toll-free 1-877-319-0665 to obtain a repair authorization number prior to having any repairs made to Your Product. Contact is available 24/7. Failure to call in and report the claim may result in non-payment.

Wisconsin: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

DEFINITIONS – All references to "Service Plan/Agreement" are hereby deleted and replaced with "Service Contract". **CANCELLATION** is deleted and replaced as follows: You may cancel this Service Contract at any time. If this Service Contract is canceled within fifteen (15) days of the date of purchase, 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 the refund is not paid or credited within thirty (30) days after return of the Service Contract to Us, We shall pay a ten percent (10%) per month penalty of the refund amount outstanding, which We shall add to the amount of the refund. For service Contracts canceled subsequent to the period stated in the preceding paragraph 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 mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation. This 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 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 the provider does not provide, or reimburse or pay for, a service that is covered under this Agreement 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.

These terms & conditions are available on the Administrator's website at www.MyProtectionPlan360.com or Call 1-877-319-0665 to have a copy mailed to You.