

SERVICE AGREEMENT TERMS & CONDITIONS

Administrator: Warrantech Consumer Product Services, Inc.
P.O. Box 1189
Bedford, TX 76095
Telephone: 1-800-228-2731
www.MyProtectionPlan360.com/BrandsMart

CONGRATULATIONS! Thank You for Your recent purchase of the BrandsMart Extended Protection Plan (the "Service Agreement"). We hope You enjoy the added comfort and protection this Service Agreement provides. Please keep this document in a safe place along with the sales receipt/invoice that You received when You purchased this Service Agreement, 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 Agreement. From the day You purchase this Service Agreement the Administrator will assist You in understanding Your Service Agreement benefits.

DEFINITIONS

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

"We", "Us", "Our": the party or parties obligated to provide service under this Service Agreement as the service Agreement provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038 (Florida Residents: this Service Agreement is an agreement between You and Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 43rd Floor, New York, New York, 10038). **"Administrator"**: the entity responsible for administrating benefits to You in accordance with the Service Agreement terms and conditions, Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095 (Florida Residents: this Service Agreement is administered by WCPS of Florida, Inc., License No. 80202). **"Retailer"**: the seller that has been authorized by Us to sell this Service Agreement to You, who is BrandsMart USA. **"You", "Your"**: the purchaser/owner of the Product(s) covered by this Service Agreement. **"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 Agreement. **"Term"**: the period of time in which the provisions of this Service Agreement 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 Agreement (if any). **"Commercial Use"**: any non-residential use; including rental, business, educational and institutional, but not including heavy industrial use. **"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.

PRODUCT ELIGIBILITY

This Service Agreement covers Products purchased as new or factory-refurbished and manufactured for use in the United States; which at the time of purchase included a manufacturer's warranty valid in the United States, and are not covered under any other insurance, warranty, guarantee and/or service Agreement 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; unless "Commercial Coverage" has been purchased as evidenced on Your sales receipt. Accessories, external peripheral devices and/or add-on options that attach to Your Product are not covered under this Service Agreement.

SERVICE AGREEMENT TERM

EFFECTIVE DATE OF COVERAGE: Coverage for damages to Your Product resulting from Power Surge or in relation to Food Loss 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, as defined, 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 AGREEMENT 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 or covered damage. **IMPORTANT: COVERAGE DESCRIBED IN THIS SERVICE AGREEMENT 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; INCLUDING WHEN SUCH ARE THE SUBJECT OF A MANUFACTURER'S RECALL, ARE THE SOLE RESPONSIBILITY OF THE MANUFACTURER.** After the manufacturer's warranty expires, this Service Agreement continues to provide the benefits provided by the manufacturer's warranty (excluding any manufacturer's loaner program), as well as certain additional benefits as listed within this Service Agreement.

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. Any and all parts or units replaced under this Service Agreement become Our property in their entirety.

BASE PLAN COVERAGE

A. REPAIR PLAN: If You purchased the Repair Plan (“Your Plan”), in the event of a covered claim Your Plan provides labor and/or parts required to repair Your Product, or at Our sole discretion, replacement of Your originally covered Product in lieu of repair. Replacement products may be a new or refurbished product of equal or similar features and functionality, but not necessarily the same brand. Although replacement products are ineligible for continued coverage under Your original Service Agreement, You will have the opportunity to purchase a new Service Agreement if the replacement product is eligible. Additionally, in event of a covered claim Your Plan provides:

1. **Food Loss Expense Reimbursement (For Refrigerator and Freezer Products Only):** If Your refrigerator/freezer Product experiences a Failure, We will provide reimbursement for the amount You paid to replace the food items that were lost as a direct result of such Failure, at a rate of \$5.00 per cubic foot; up to a maximum of \$250 per year. Request for Service should be initiated within twenty-four (24) hours of Failure discovery. To receive reimbursement, You will need to provide the Administrator with a copy of Your sales receipt for the purchased replaced food items.
2. **Laundry Credit (For Washer and Dryer Products Only):** If Your covered washer or dryer Product experiences a covered Failure, We will provide You with reimbursement for consequential laundry expenses when Your Product is out of service for more than seven (7) consecutive days (“Qualified Service Repair”). Maximum benefit is one Qualified Service Repair reimbursement per year; up to a maximum of twenty-five dollars (\$25). To receive reimbursement, You must have the Product repaired by a service center authorized by the Administrator and submit the following to the Administrator at P.O. Box 1189, Bedford, TX 76095, Attn-Claims: a copy of the repair order, an itemized list of laundry expenses (i.e. dry cleaning and Laundromat) incurred and applicable proofs of payment for the laundry expenses.
3. **Power Surge:** provides labor and/or parts required to repair Your Product if it experiences damage resulting from an oversupply of voltage while it is properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL). Additionally, reimbursement for any required homeowner’s/renter’s insurance deductible, up to a maximum of \$1,000, is provided if Power Surge occurs to Your Product. To receive such reimbursement, You must first file a claim with Your homeowner’s/renter’s insurance carrier and/or file a claim with the manufacturer of the (UL) surge protector that Your Product was connected to, and then send copy of such to the Administrator. Once the Administrator receives proof of valid claim submissions to Your homeowner’s/renter’s insurance carrier and/or (UL) surge protector manufacturer, Your reimbursement will be processed. **IMPORTANT: DAMAGE RESULTING FROM THE IMPROPER INSTALLATION OR IMPROPER CONNECTION OF THE PRODUCT TO A POWER SOURCE IS NOT COVERED.**

DEDUCTIBLE – REPAIR PLAN: Under Your Plan, no Deductible payment is required prior to receiving covered services for Your Product.

LIMIT OF LIABILITY – REPAIR PLAN: During Your Plan Term, For any single claim, the limit of liability under this Service Agreement is the lesser of the cost of: (a) authorized repairs, (b) replacement with a new or refurbished product of like kind and quality, not necessarily same brand, that is of comparable performance, or (c) reimbursement for authorized repairs or replacement. The total liability for all claims under this Service Agreement is the current market value of the Product, as determined by Us, not to exceed the Original Purchase Price of Your Product (minus any claims paid by Us). If Your Product is not repairable and a replacement Product is not available, We will reimburse You up to the Original Purchase Price of Your Product (minus any claims paid), and Our obligation to You under this Service Agreement will be considered fulfilled and coverage ends.

IMPORTANT: The Repair Plan does not provide coverage for damages resulting from accidental damage from handling unless “ADH Coverage” has been purchased and is evidenced on Your sales receipt.

B. EXCHANGE PLAN (for certain Products ONLY): If You purchased the Exchange Plan (“Your Plan”), AFTER A THIRTY (30) DAY WAITING PERIOD, in the event of covered Failure Your Plan provides replacement of the failed component on Your Product, or at Our sole discretion, replacement of Your entire Product, with one that is new or refurbished and of equal or similar features and functionality, but not necessarily the same brand.

DEDUCTIBLE – EXCHANGE PLAN: Under Your Plan, no Deductible payment is required prior to receiving covered services for Your Product.

LIMIT OF LIABILITY – EXCHANGE PLAN: During Your Plan Term, the maximum amount that We will pay for services in connection with all claims pursuant to this Service Agreement shall not exceed one Product replacement, up to the Original Purchase Price of Your Product. Once a replacement has been provided to You, Our obligation under this Service Agreement for the Product is considered fulfilled and coverage ends.

IMPORTANT: The Exchange Plan does not provide coverage for damages resulting from accidental damage from handling, or coverage for trip, labor or shipping charges, and is only available for certain Products with an Original Purchase Price of less than five-hundred dollars (\$500.00).

ADDITIONAL BENEFITS INCLUDED IN THIS SERVICE AGREEMENT

- **REMOVAL & REINSTALLATION CHARGES** - (For covered Products originally installed by the Retailer ONLY): In the event of a covered Failure, this Service Agreement covers removal charges and/or reinstallation charges for the servicing of Your original covered Product. (Excludes any parts required to complete reinstallation; such as mounting brackets and kits.)
- **REPLACEMENT PRODUCT DELIVERY & INSTALLATION CHARGES** – (For covered Products originally installed by the Retailer ONLY): In the event of a covered Failure, this Service Agreement covers delivery charges and/or installation charges for a covered replacement product. (Excludes any parts required to complete reinstallation; such as mounting brackets and kits.)
- **NO LEMON GUARANTEE:** if We have completed three (3) service repairs for the same problem on an individual component of Your Product, which first began after the manufacturer’s warranty period had expired (“Qualifying Service Repairs”), and if that Product requires a fourth repair for the identical problem as determined by Us, We reserve the right to replace Your Product with one of equal or similar features and functionality, not necessarily the same brand, not to exceed the Original Purchase Price of Your Product. **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)

- A. Commercial Coverage:** When “Commercial Coverage” is purchased as evidenced on Your sales receipt, coverage under this Service Agreement extends for Product(s) that are intended for Commercial Use (as defined). IMPORTANT – If the product meets the definition of Commercial Use, purchase of “Commercial Coverage” is required in order for such product to be eligible for the coverage outlined in this Service Agreement. THIS SERVICE AGREEMENT DOES NOT PROVIDE COVERAGE FOR ANY COMMERCIAL USE PRODUCT UNLESS THIS “COMMERCIAL COVERAGE” HAS BEEN PURCHASED AND IS EVIDENCED ON YOUR SALES RECEIPT.
- B. Accidental Damage from Handling Coverage (“ADH Coverage”):** If “ADH Coverage” is purchased as evidenced on Your sales receipt, in addition to providing service as described in the WHAT IS COVERED section above, Your Plan also provides labor and/or parts required to repair Your Product if it experiences sudden and unforeseen accidental damage from handling; such as damage resulting from dropping the Product, liquid, or in association with screen breakage. THIS SERVICE AGREEMENT DOES NOT PROVIDE COVERAGE FOR ADH UNLESS “ADH” OR “ADH COVERAGE” IS EVIDENCED ON YOUR SALES RECEIPT.
- C. Worldwide/Export Coverage:** If “Worldwide/Export Coverage” is purchased as evidenced on Your sales receipt, in addition to providing service as described in the WHAT IS COVERED section above, Your Plan also provides extended coverage for Your covered Product if You travel overseas. Please refer to the “IF YOUR PRODUCT NEEDS REPAIR” section for complete details regarding this service. *IMPORTANT: Coverage extended under Worldwide Service does not include any shipping costs or on-site services*

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:

- A. 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 Agreement. 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).
- B. For Products that included Depot Service or Carry-In Service,** You are responsible for transporting/delivering the Product to Your Retailer. NOTE: For a Product that included Carry-In or Depot Service, but has been built-in and rendered as a permanent fixture inside or outside of Your location prohibiting You from transporting/delivering it to Your Retailer, You are responsible for any additional In-Home/On-Site Service call charge; which must be paid to Our authorized technician upon time of service.

FOR TVs SMALLER THAN 40”: all covered television Products that are smaller than forty inches (40”) are to be repaired at a Depot Center authorized by Us; in which the associated costs for three-way-shipping are also to be covered under this Service Agreement.

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

WAIVER OF LIABILITY

In addition to that which is noted in the BASE PLAN COVERAGE section as applicable to Your Plan, 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, or for any and all Pre-Existing Conditions (as defined and known to You), including any inherent Product flaws.

IF YOUR PRODUCT NEEDS SERVICE

If You need to file a claim under this Service Agreement, please contact Your BrandsMart USA Retailer to initiate the servicing process. For fast service, have Your proof of Equipment purchase (sales receipt) readily available when You contact the Retailer. THIS SERVICE AGREEMENT 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 Equipment. In the event Your Service Agreement expires during the time of an approved claim, this Service Agreement is extended until the claim has been fulfilled.

WORLDWIDE/EXPORT COVERAGE (if purchased and applicable to You): If Your Product needs service while travelling abroad, You will need to first obtain a proper claim authorization number prior to having any services performed on Your Product. You can do this by either sending an email to the Administrator at internationalsupport@warrantech.com, calling direct 817-571-7931 or logging online to www.MyProtectionPlan360.com/BrandsMart. After receiving authorization, You will need to:

1. Transport the Product to a service center authorized by Us;
2. Request an estimate for services required to remedy the problem with Your Product; and
3. Provide such estimate to the Administrator for final reimbursement approval. THIS SERVICE PLAN MAY PROVIDE NO COVERAGE FOR UNAUTHORIZED SERVICES.

You will then need to provide payment for the cost of services up front, and then submit to the Administrator for reimbursement. Reimbursement is solely based on the original amount approved by Us, and will only be provided to You after the Administrator has received a

copy of the authorized service center's invoice detailing Your Product, a thorough description of the services performed and Your claims authorization number. Once this documentation is received and verified, Your reimbursement will be provided within thirty (30) days of the Administrator's receipt of all requested documentation.

**DOCUMENTATION FOR WORLDWIDE SERVICE REIMBURSEMENT
MAY BE SENT TO ANY OF THE FOLLOWING:**

FAX: 1-800-723-1497

US POSTAL MAIL: WCPS, Attn: Claims Department
P.O. Box 1189, Bedford, TX 76095

ONLINE: www.MyProtectionPlan360.com/BrandsMart

WHAT IS NOT COVERED (GENERAL EXCLUSIONS)

AS RELATED AND APPLICABLE TO YOUR COVERED PRODUCT(S), THIS SERVICE AGREEMENT 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 AND RADIOACTIVE CONTAMINATION;
- (F) 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" OR "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", IMPROPER USE OF ELECTRICITY OR POWER SURGE (UNLESS SUCH IS EXPLICITLY STATED UNDER YOUR PLAN);
- (Q) MODIFICATIONS, ADJUSTMENTS, ALTERATIONS, MANIPULATION OR REPAIRS MADE BY ANYONE OTHER THAN AN SERVICE TECHNICIAN AUTHORIZED BY US;
- (R) PRODUCTS SUBJECT TO A MANUFACTURER'S RECALL, WARRANTY OR REWORK TO REPAIR DESIGN OR COMPONENT DEFICIENCIES, IMPROPER CONSTRUCTION OR MANUFACTURER ERROR; 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 AGREEMENT, 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 AND SQUEAKS;
- (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 AGREEMENT, 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, LINES, LINT SCREENS, MASKS, MOLDINGS, PLASTIC BODY OR DOOR SEAL;
- (BB) COST OF REMOVAL OR DISPOSAL OF THE PRODUCT FROM YOUR POSSESSION IN ORDER TO COMPLY WITH ANY EPA REQUIREMENTS;
- (CC) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY, OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT; OR
- (DD) ANY SERVICE PERFORMED OUTSIDE OF THE UNITED STATES OF AMERICA, ITS TERRITORIES, OR CANADA.

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS SERVICE AGREEMENT 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 Agreement, 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 Agreement at any time by informing the Administrator of Your cancellation request. *NOTICE: The following cancellation provisions apply to the original purchaser of the Service Agreement only and are applicable based on the state in which You purchased Your Service Agreement from.*

- **FLORIDA ONLY:** You may cancel Your Service Agreement by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Agreement 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 Agreement 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.
- **GEORGIA ONLY:** The Administrator may not cancel this Service Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If You cancel this Service Agreement and Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price, less an administrative fee not to exceed 10% of the pro-rata refund amount or twenty-five dollars (\$25.00), whichever is less. In no event will Claims be deducted from any payment or refund.

GUARANTY

This is not an insurance policy; it is a service Agreement. We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after the claim has been submitted, or in the event You cancel this Service Agreement, and We fail to refund any unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

RENEWABILITY

If You wish to renew coverage under this Service Agreement, 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 Agreement 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 Agreement only.*

IMPORTANT PRODUCT INFORMATION

If Your Product is exchanged by the manufacturer, 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 1-800-228-2731, or by writing to the Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: Data Entry.

NOTE: in the event of manufacturer or Retailer exchange, the Term of Your originally purchased Service Agreement remains in effect and does not automatically extend.

ENTIRE AGREEMENT

This Service Agreement; 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 Agreements may vary widely from state to state. Any provision within this Service Agreement 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 Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

Florida: This Service Agreement is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. The rates charged to You for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

Georgia: 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 – Any reference to Pre-existing conditions within this Service Agreement is amended as follows: Pre-existing conditions known to You.