

SERVICE AGREEMENT

Terms & Conditions

Administered by Guardsman US LLC ♦ P.O. Box 1189 ♦ Bedford, TX 76095 ♦ Toll Free 1-800-228-2731

Thank you for purchasing the BrandsMart Extended Service Plan!

We hope You enjoy the added comfort and protection this Service Agreement provides. The information contained in this important terms and conditions document (the “**Service Agreement**”, “**Agreement**”) 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 Agreement, contact the Administrator at any time. Be sure to keep this Agreement document and Your Sales Receipt/Invoice together, as they will come in handy when You have a Claim!

FOR FAST CLAIM SERVICE VISIT
www.MyProtectionPlan360.com/BrandsMart

DEFINITIONS

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

- **“We”, “Us”, “Our”, “Obligor”, “Provider”**: the party obligated to provide service under this Service Agreement as the service agreement provider, Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford TX, 76021 (In Florida: this Service Agreement is an agreement between You and WCPS of Florida Inc., License No. 80202, 2200 Highway 121, Suite 100, Bedford TX 76021).
- **“Administrator”**: the party authorized by Us who is responsible for administering benefits to You in accordance with the terms and conditions of this Service Agreement, Guardsman US LLC, P.O. Box 1189, Bedford TX 76095; 1-800-228-2731 (In Florida: this Service Agreement is administered by WCPS of Florida, Inc., License No. 80202).
- **“Retailer”**: the party authorized by Us to sell this Service Agreement to You.
- **“You”, “Your”**: the purchaser of this Service Agreement (or person to whom this Agreement was properly transferred) who is to receive the coverage provided hereunder.
- **“Covered Products”, “Products”**: the eligible items that are covered under this Agreement.
- **“Plan”**: the specific “COVERAGE PLAN OPTION” under this Agreement that You have selected and purchased, as confirmed on Your Sales Receipt/Invoice.
- **“Term”**: the period of time in which the provisions of this Service Agreement are valid, as indicated on Your Sales Receipt/Invoice.
- **“Product Purchase Price”**: the amount paid by You for the Covered Product; excluding any applicable taxes and/or fees.
- **“Sales Receipt/Invoice”**: the receipt document (paper or e-mail) provided to You as proof of Your Agreement purchase that confirms the Plan selected by You, coverage Term, any applicable Deductible and the purchase date of this Service Agreement.
- **“Failure”**: the mechanical or electrical breakdown of Your Covered Product that results in it no longer being able to function as originally designed and intended; which is caused by defects in the manufacturer’s materials or workmanship occurring during normal use of the Product, and NOT due to normal wear and tear.
- **“Power Surge”**: damage 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.
- **“ADH”**: refers to accidental damage from handling; meaning, damage directly resulting from unintentionally dropping the Covered Product (such as a cracked screen) or spilling liquid onto it. ADH IS NOT AVAILABLE WITH ALL PRODUCT TYPES.
- **“Claim”**: a request for service under the provisions of this Agreement sent by You.
- **“Deductible”**: the amount You are required to pay, per Claim, prior to receiving covered services under this Service Agreement (if any), as indicated on Your Sales Receipt/Invoice.

TERRITORY

THIS SERVICE AGREEMENT IS VALID AND ELIGIBLE FOR PURCHASE IN THE FOLLOWING JURISDICTIONS ONLY: the contiguous United States of America, 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

PRODUCT ELIGIBILITY REQUIREMENTS: In order to be eligible for any level of coverage under this Service Agreement, the item must:

- ✓ Be new or factory-refurbished, manufactured for use in the United States, and come with a valid U.S. manufacturer’s warranty;
- ✓ Be solely intended for routine personal/residential use and NOT in a heavy commercial, industrial, rental, or educational institution capacity (UNLESS the “COMMERCIAL/BUSINESS USE” OPTIONAL COVERAGE UPGRADE has been purchased and is confirmed on Your Sales Receipt/Invoice); and
- ✓ NOT be covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined herein.

YOUR RESPONSIBILITIES

PRODUCT PROTECTION: If damage or breakdown of the Product is suspected, You should promptly take reasonable precautions in order to protect against further damage.

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. Proof of the completion of such maintenance, care and/or inspection services may be required at time of Claim.

IMPORTANT PRODUCT INFORMATION

In the event Your original Covered Product is ever exchanged by the manufacturer or Retailer, please call toll free 1-800-228-2731 as soon as possible to update Your coverage information with the make, model, and serial number of the exchanged product. (NOTE: Your original Agreement Term does not extend in these cases)

AGREEMENT TERM – EFFECTIVE DATE OF COVERAGE

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 an ADH event, a Power Surge event, or Food Loss event).

1. **Coverage for damages to Your Product resulting from a covered occurrence that is NOT a Failure** (such as a Power Surge, ADH, or Food Loss event – as applicable to Your Plan) begins on Your Agreement purchase date (or Product delivery date, if different) and continues for the Term shown on Your Sales Receipt/Invoice.
2. **Coverage for a defined FAILURE does not become effective until the manufacturer’s warranty has expired.**
 - If You purchased a DOP (date of purchase) Plan, 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 Sales Receipt/Invoice.

- If You purchased an EXT (extension) Plan, upon expiration of the manufacturer's warranty, coverage for a defined Failure becomes effective and continues for the Term shown on Your Sales Receipt/Invoice.

IMPORTANT DISCLOSURES REGARDING "WHAT IS COVERED"

In accordance with the AGREEMENT TERM-EFFECTIVE DATE OF COVERAGE provision outlined above, in the event of a covered Claim for an eligible Product this Agreement provides for the services described in the "COVERAGE PLAN OPTION" section below, as applicable to Your purchased Plan and Covered Product(s).

IMPORTANT DISCLOSURES REGARDING "WHAT IS COVERED": Coverage described in this Service Agreement 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 Agreement; regardless of the manufacturer's ability to fulfill its obligations.

**ALL COVERAGE PROCLAIMED UNDER THIS SERVICE AGREEMENT IS EXPRESSLY SUBJECT TO THE
"LIMIT OF LIABILITY" AND "EXCLUSIONS" PROVISIONS. PLEASE 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 to replace Your original Covered Product with the same product; 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 Agreement 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.
- ▶ **About Reimbursements:** In the event We decide to provide You with reimbursement towards the replacement of the defective Product, such reimbursement may be in the form of a check, voucher or Retailer gift card/store credit and the value of such will in no event exceed the LIMIT OF LIABILITY of this Agreement (excluding taxes), and at Our sole discretion.

COVERAGE PLAN OPTIONS

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

1. **IF YOU DID NOT PURCHASE ONE OF THE SPECIFIC PLANS LISTED IN SECTION 2 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 (the "REPAIR PLAN").
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. **LARGE APPLIANCES REPAIR PLAN:** When purchased, this Plan provides for labor and/or parts required to repair the large appliance 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. PLUS:
 - **Food Loss (for refrigerator and/or freezer Covered Products ONLY):** Coverage for food loss that directly results from a covered Claim. Benefit is provided in the form of reimbursement (see "About Reimbursements"), at a rate of \$5.00 per cubic foot and up to a maximum of \$250 per consecutive twelve-month period. (It will help expedite the process if You provide a copy of Your purchase receipt(s) and/or a list of the spoiled items to the Administrator when You file Your Claim for food loss.)
 - **Laundry/Cleaning Services (for washer and/or dryer Covered Products ONLY):** Coverage includes reimbursement for laundering services if We are unable to repair Your original Covered Product for a Covered Claim within 7 days of Our authorized servicer's initial on-site visit. You will be reimbursed up to a maximum of \$25.00 per qualified service repair. To receive reimbursement, You must have the Product repaired by a service center authorized by the Administrator and submit 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.
 - B. **SMALL APPLIANCE REPAIR PLAN:** When purchased, this Plan provides for the labor and/or parts necessary to repair the small appliance 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 repair.
 - Covered Claims will receive carry-in servicing. See "PLACE OF SERVICE" for full details.
 - C. **FLAT PANEL TV REPAIR PLAN:** When purchased, this Plan provides for the labor and/or parts necessary to repair the Covered Product and/or remote control 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 repair. *This Plan provides in-home service for televisions larger than 40".*
 - **FOR TVs 40" OR LARGER:** covered Claims will receive in-home servicing. See "PLACE OF SERVICE" for full details.
 - **FOR TVs SMALLER THAN 40":** covered Claims will receive carry in servicing. See "PLACE OF SERVICE" for full details.
 - D. **PROJECTOR TV REPAIR PLAN:** When purchased, this Plan provides for the labor and/or parts necessary to repair the projector Product and/or remote control 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 repair.
 - **ELIGIBLE PROJECTOR TVS INCLUDE:** DLP rear projection TV, LCD rear projection TV, D-ILA rear projection TV, LCOS rear projection TV, and DLP projector; all including associated remote control.
 - E. **WATCH REPAIR PLAN:** When purchased, this Plan provides for the necessary materials and labor costs to repair the watch Product to a usable and wearable condition in the event of a covered Claim; provided, such is necessitated by during routine wear/normal use of the Product under the conditions for which it was designed.
 - Coverage also includes water damage and/or broken crystals resulting from accidental damage from handling.
 - Covered components include crown, dial, hands, marker, and water resistant pressure mechanism.
 - For smart watches or fitness band watches, coverage also includes the following:
 - **Damaged or Defective Buttons or Connectivity Ports:** labor and/or parts required to repair damaged or defective buttons or connectivity ports located on the Covered Product, when such damage / defect results in significant functional impairment of the Product.
 - **Defective Pixels:** labor and/or parts required to repair pixels within the display area, when such defect significantly impairs the Product's functionality.
 - F. **FITNESS REPAIR PLAN:** When purchased, this Plan provides for the labor and/or parts necessary to repair the fitness equipment 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 repair.

- G. LAWN/GARDEN/POWER TOOLS/GENERATORS EQUIPMENT “EXT” REPLACEMENT PLAN (for Products with a Product Purchase Price of \$399.99 or less):** When purchased, this Plan provides for a ONE-TIME replacement of Your original lawn/garden Product in the event of a Covered Claim. At Our sole discretion, reimbursement for the cost of a one time replacement may be provided in lieu of a one time replacement.
- H. LAWN/GARDEN/POWER TOOLS/GENERATORS EQUIPMENT REPAIR PLAN (for Products with a Product Purchase Price of \$400.00 or more):** When purchased, this Plan provides for labor and/or parts required to repair Your lawn/garden/power tool/generator 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 such repair.
- I. HOME SECURITY AND HOME AUTOMATION REPAIR PLAN:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Home Security OR Home Automation 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 repair.
- J. REPLACEMENT PLAN (for eligible Products with a Product Purchase Price of \$499.99 or less):** When purchased, this Plan provides for a one-time a one time replacement of Your original Covered Product in the event of a covered Claim. At Our sole discretion, reimbursement for the cost of a one time replacement may be provided in lieu of repair or a one time replacement. *NOTICE: Coverage for damages from accidental damage from handling, and trip, labor, or shipping charges are NOT COVERED under this Plan.*

ADDITIONAL BENEFITS
(No separate election/purchase is required)

In addition to coverage for a defined Failure, this Agreement also provides for the following:

- 1. POWER SURGE:** Coverage for damage to the Covered Product as a result of a defined Power Surge event (limited to damage sustained to the Covered Product only).
- 2. “NO LEMON” GUARANTEE –** Coverage for the following: if Your Product has three (3) repairs covered under this Agreement for the same problem (“Qualifying Service Repairs”) and a fourth (4th) repair is required for the same covered problem, We will replace Your original Product with one of like kind and quality, but not necessarily same brand or color, or, at Our sole discretion, provide You with reimbursement for a replacement. If You receive a replacement under this NO LEMON GUARANTEE, Our obligations under this Agreement shall be considered fulfilled in their entirety and Your coverage will end. **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.**
- 3. REINSTALLATION:** If Your original Product needs service and was delivered and installed by the Retailer (BrandsMart USA), as evidenced on Your Sales Receipt/Invoice, and You receive a replacement product pursuant to this Service Agreement or it is necessary for Us/Our authorized representative to remove Your original Product for it to be serviced, We will cover the delivery and installation costs for Your replacement product to its original location; exclusive of any and all parts that may be needed to complete such installation (i.e. mounting brackets and kits).

OPTIONAL COVERAGE UPGRADES
(For separate selection and additional purchase. Must be confirmed on Your Sales Receipt/Invoice)
NOT AVAILABLE WITH ALL COVERED PRODUCT TYPES; SEE YOUR RETAILER FOR CONFIRMATION OF COVERAGE AVAILABILITY.

- A. ACCIDENTAL DAMAGE FROM HANDLING (ADH) UPGRADE:** When purchased, this optional coverage upgrade provides for the repair (or at Our sole discretion, replacement or reimbursement for replacement) of Your Covered Product in the event of a covered ADH event in addition to the benefits outlined under the COVERAGE OPTION PLAN section that is applicable to Your purchased Plan.
 - This Service Agreement does not provide coverage for ADH unless an “ADH” notation is shown on Your Sales Receipt/Invoice or ADH is included in Your Plan description.
 - Not all types of accidental damages are covered; be sure to read the “EXCLUSIONS” section carefully.
- B. TV SCREEN DAMAGE UPGRADE:** When purchased, this Optional Coverage Upgrade adds the following coverage for Your eligible TV Product: in the event of a covered Claim, We will provide for the labor and/or parts necessary to replace Your TV Product’s screen if it sustains cracks or scratches due to reasons OTHER than dropping the TV Product and expressly subject to all provisions listed in the EXCLUSIONS section.
- C. COMMERCIAL/BUSINESS USE UPGRADE:** When purchased, this optional coverage upgrade provides for the benefits outlined under Your Plan for a Covered Product used in a commercial/business capacity.
 - Products used in a commercial or business capacity are NOT covered unless this optional coverage upgrade has been elected and is confirmed on Your Sales Receipt/Invoice.
- D. WORLDWIDE/EXPORT SERVICE UPGRADE:** When purchased, this optional coverage upgrade provides expansion of the coverage outlined under Your Plan when You travel overseas. So, the benefits that You are eligible for in the United States of America are also available while traveling abroad.
 - Refer to the “HOW TO FILE A CLAIM” section for complete details regarding this service.
 - **IMPORTANT: Coverage extended under Worldwide/Export Service does NOT include any shipping costs or on-site services**

DEDUCTIBLE

You are required to pay the Deductible amount indicated on Your Sales Receipt/Invoice, per Claim, prior to receiving eligible service under this Agreement (if any).

HOW TO FILE A CLAIM

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

A. FOR REGULAR CLAIMS:

1. Go online to www.MyProtectionPlan360.com/BrandsMart or call toll-free 1-800-228-2731 with Your Sales Receipt/Invoice readily available.
2. Explain the problem Your Product is experiencing and provide any additional information/documentation to the Administrator to validate Your Claim.
3. After confirmation of Claim eligibility under this Agreement, a Claim authorization number will be issued to You along with additional information regarding how Your Product can be further serviced; which may include taking the Product to one of Our local repair servicers, if available.
 - Write down and keep Your Claim authorization number in a safe place that is easily accessible in case it is ever needed for future reference.
 - Payment of any required Deductible will be collected by the Retailer or Administrator at this time.

B. FOR CLAIMS UNDER “WORLDWIDE/EXPORT SERVICE”: If Your Covered 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 Covered Product. You can do this by either sending an email to the Administrator at internationalsupport@warrantech.com, calling direct 817-571-7931 or online at www.MyProtectionPlan360.com/BrandsMart. After receiving authorization, You will need to:

1. Transport the Covered Product to a service center authorized by Us;
2. Request an estimate for services required to remedy the problem with Your Covered Product; and

3. Provide such estimate to the Administrator for final reimbursement approval. THIS SERVICE AGREEMENT WILL NOT PROVIDE COVERAGE FOR UNAUTHORIZED SERVICES. You will then 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 Covered Product, a thorough description of the services performed and Your Claims authorization number. Your reimbursement will be provided within thirty (30) days of the Administrator's receipt of all requested documentation.

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

ONLINE: www.MyProtectionPlan360.com/BrandsMart

FAX: 1-800-723-1497

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

NOTE: In the event the Agreement 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 Agreement.

PLACE OF SERVICE

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 provided when initiating Your Claim. All Claims submitted in accordance with this Agreement are handled individually; the place of service provision that applies to one Claim may not necessarily apply to another Claim.

- For Plans 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 service Provider authorized by the Administrator during regular business hours, local time, Monday through Friday (except holidays).
- For Plans that included **Carry-In Service**, You are responsible for transporting Your Product to and from Our authorized service center. In the event We request You to ship Your Product to another location for service, We will pay the shipping costs to and from such authorized location.

LIMIT OF LIABILITY

THE FOLLOWING APPLIES FOR EACH COVERED PRODUCT: The maximum amount that We are obligated to pay, at Our discretion, is the LESSER of the cost of:

1. Authorized repairs;
2. A replacement; or
3. Reimbursement for a replacement (excluding taxes);

As determined by Us and in accordance with Your purchased Plan. Please refer to the "IMPORTANT DISCLOSURES REGARDING WHAT IS COVERED" section for complete details regarding how repairs, replacement, and reimbursement are handled.

In the event We provide one (1) replacement for Your original Covered Product (or reimbursement for one (1) replacement), coverage for that particular Product type will no longer be eligible for coverage under Your original Agreement Term. However, if there are remaining Covered Products listed under this Agreement that have not yet been replaced or received reimbursement for replacement, those Products will continue to be covered throughout the remainder of Your original Agreement Term.

LIMIT OF LIABILITY FOR "TV SCREEN DAMAGE UPGRADE": two (2) screen replacements.

NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER WILL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE; FINES; OR LOST PRODUCTION, TIME, AGREEMENTS OR INCOME; RESULTING FROM DELAYS IN SERVICE, THE INABILITY TO RENDER SERVICE, THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS; OR RESULTING DURING THE PERIOD IN WHICH THE COVERED PRODUCT IS AT OUR AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS/SERVICE; OR RESULTING FROM THE FAILURE OF THE COVERED PRODUCT; OR RESULTING FROM ANY INHERENT PRODUCT FLAWS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

EXCLUSIONS (WHAT IS NOT COVERED)

AS RELATED AND APPLICABLE TO THE COVERED PRODUCT(S), THIS SERVICE AGREEMENT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR LOSS IN CONNECTION WITH OR RESULTING FROM:

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| <p>A) A pre-existing condition known to You ("<i>pre-existing condition</i>" refers to a condition that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Covered Product before this Agreement was purchased;</p> <p>B) Any Claim for service to or replacement of the Covered Product that has not been prior authorized by the Administrator;</p> <p>C) Any Claim related to cosmetic damage (<i>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</i>) or structural imperfections, when such do not impair the overall functionality of the Covered Product;</p> <p>D) Damages caused by transit, delivery, redelivery, movement between residences or storage performed by anyone other than a service center/technician authorized by the Administrator;</p> <p>E) Any item that has been confirmed by Our authorized servicer to have removed or altered serial numbers;</p> <p>F) Servicing of the Covered Product in association with a non-covered Claim;</p> <p>G) Shipping or delivery charges associated with the <i>initial purchase</i> of the Covered Product;</p> <p>H) Costs associated with tearing down or refinishing of walls in order to reach and/or evaluate the Covered Product;</p> <p>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 malfunction;</p> <p>J) Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined in this Agreement;</p> | <p>K) Theft or mysterious disappearance, loss (unforeseen disappearance) or vandalism of or to the Covered Product;</p> <p>L) Rust, corrosion, warping, bending, animals (including pets), animal inhabitation or insect infestation;</p> <p>M) Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to or resulting from these items;</p> <p>N) Any item that has been confirmed to be used in a commercial, business, heavy industrial and/or educational institution capacity (UNLESS THE "COMMERCIAL/ BUSINESS USE UPGRADE" OPTIONAL COVERAGE HAS BEEN PURCHASED);</p> <p>O) Any Claim related to accidental damage from handling (ADH), as defined in the DEFINITIONS section (UNLESS THE "ACCIDENTAL DAMAGE FROM HANDLING (ADH) UPGRADE" OPTIONAL COVERAGE HAS BEEN PURCHASED, OR ADH IS INCLUDED IN YOUR PLAN DESCRIPTION);</p> <p>P) Abuse (<i>meaning, the intentional treatment of the Covered Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown</i>), neglect, negligence, misuse, intentional harm or malicious mischief of or to the Covered Product;</p> <p>Q) Any items that are consumer replaceable and designed to be replaced over time throughout the life of the Product; including, but not limited to: fuses, batteries, belts, bulbs, connectors, filters, bags and lint screens;</p> <p>R) Any motorized or power-operated ground or aerial toys; including, but not limited to: drones, helicopters, and radio-controlled toy vehicles;</p> <p>S) Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;</p> <p>T) Routine, periodic or preventative maintenance;</p> <p>U) 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;</p> |
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- V) 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 a manner that would cause coverage under the manufacturer's warranty to be voided, or use of the Product in a manner that is inconsistent with its design or manufacturer specifications;
- 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) Any service performed in conflict with the territory provision of this Service Agreement (EXCEPT AS PRIOR AUTHORIZED BY THE ADMINISTRATOR AND IN ASSOCIATION WITH WORLDWIDE SERVICE); AND
- Y) IN ADDITION TO THE ABOVE, THE FOLLOWING SPECIFICALLY APPLY TO THE "TV SCREEN DAMAGE UPGRADE" OPTIONAL COVERAGE ONLY:
- (1) Damage or breakdown resulting from dropping the product or spilling liquid onto it.
 - (2) Screen/monitor imperfections; including but not limited to: burned-in images in LCD, LED or plasma screens caused by video games, prolonged display of one or more video signals or operation of the Product with an aspect ratio that is inconsistent with the manufacturer's recommendations.
- Z) IN ADDITION TO THE ABOVE, THE FOLLOWING SPECIFICALLY APPLY TO PRODUCTS COVERED UNDER THE "WATCH REPAIR PLAN":
- (1) Inherent product defects or flaws.
 - (2) Loss of diamonds, gemstones or other materials from bezel greater than 0.10 carat.
 - (3) Repair or replacement of scratched crystals.
 - (4) Rolex brand watches.
 - (5) Any watch with an MSRP of \$1,000 or greater.
 - (6) Cosmetic damage to the case, bracelet, band or strap.
 - (7) Cosmetic scratches and dents on non-silver tone stainless steel watch bands.
 - (8) Screen imperfections, pixel burnout or other image failure caused by the use of the product in a manner that is inconsistent with the manufacturer's specifications.
 - (9) Watch batteries.
 - (10) Water damage if used under conditions which exceed the manufacturer's water resistance guideline.

IMPORTANT: AS APPLICABLE TO YOUR COVERED PRODUCT, RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA, AND DATA RECOVERY SERVICES ARE EXPRESSLY EXCLUDED UNDER THIS SERVICE AGREEMENT. WHEN AT ALL POSSIBLE, WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND ESPECIALLY PRIOR TO SUBMITTING YOUR COVERED PRODUCT FOR SERVICING PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

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 AGREEMENT, OR RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS, YOU MAY BE RESPONSIBLE FOR ALL REPAIR AND 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 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 Agreement at any time by informing the Administrator orally or in writing of Your cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Agreement only. NO CANCELLATION FEE APPLIES.

IF YOU CANCEL THIS AGREEMENT:

1. Within 30 days of the Agreement purchase date, You will receive a 100% refund of the full Agreement purchase price paid by You, minus any Claims paid by Us (except in Georgia, Missouri & Nevada where Claims deduction is prohibited). If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra 10% to Your refund for every thirty (30) days the refund is not paid by Us.
2. After 30 days from the Agreement purchase date, You will receive a pro-rata refund of the Agreement purchase price paid by You, minus any Claims paid by Us (except in Georgia, Missouri & Nevada where Claims deduction is prohibited). If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra 10% to Your refund for every thirty (30) days the refund is not paid by Us.

WE MAY ONLY CANCEL THIS AGREEMENT FOR:

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

If We cancel this Agreement, 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 Agreement, You will receive a refund based upon the same criteria as outlined above.

In the event the purchase of this Agreement was financed, any refund due will be provided to the financial institution as their interest may appear.

PRIVACY AND DATA PROTECTION

(For any Covered Product that uses wireless data)

You agree that any information or data disclosed to Us under this Agreement is not confidential. Furthermore, You agree that We may collect and process data on Your behalf when We provide the services contemplated under this Agreement. 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 Agreement, 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. **Subcontract.** We may subcontract or assign performance of Our obligations to third parties, but We shall not be relieved of Our obligations to You when doing so.
2. **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 is 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 shall 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.
3. **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 Service Agreement 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.

INSURED AGREEMENT

This is not an insurance policy. Our obligations under this Service Agreement are guaranteed under a reimbursement insurance policy issued by Starr Indemnity & Liability Company. Starr Indemnity & Liability Company is located at 399 Park Avenue, 3rd Floor, New York, NY 10022 and You may contact them toll-free at (855)438-2390. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Starr Indemnity & Liability Company.

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 permitted at Our sole discretion and may not be available. The CANCELLATION provisions apply to the original purchaser of this Service Agreement only.*

ENTIRE AGREEMENT

This Service Agreement; including Your Sales Receipt/Invoice, terms, conditions, limitations, exceptions and exclusions, 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 Agreement that conflicts with the laws of the state in which this Agreement 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 Agreement to the contrary.

Alabama: Guardsman US LLC is the Provider under this Service Contract. 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 1-800-228-2731 or by visiting www.MyProtectionPlan360.com/BrandsMart. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com/BrandsMart any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

Arizona: LIMIT OF LIABILITY is amended as follows: **in addition to that which is noted above, neither we nor the administrator nor the retailer shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time, lost data, or lost income/wages resulting from the failure of or damage to any covered product or component thereof, regardless of whether such failure or damage is covered under the provisions of this contract, or from delays in service or the inability to render service, or resulting from the unavailability of repair or replacement parts/components/items or inability to provide exact match replacement, or if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate; including any inherent product flaws.** **EXCLUSIONS** – 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" is amended to include: may not be excluded if such conditions were known or should reasonable have been known by Us or the Retailer. **CANCELLATION** is amended as follows: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. In no event will any claims incurred or paid be deducted from any refund.

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 1-800-228-2731 or by visiting www.MyProtectionPlan360.com/BrandsMart. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com/BrandsMart any time. Failure to obtain prior authorization may result in non-payment.

California: Guardsman US LLC (License No. SA-83) is the Service Contract Administrator and Obligor for this Service Contract. COVERAGE PLAN OPTIONS – Food Loss (for refrigerator and/or freezer Covered Products) and Laundry/Cleaning Services (for washer and/or dryer Covered Products) coverages are NOT available to residents of California. **CANCELLATION**: is amended as follows: This Service Contract may be canceled 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 thirty (30) days for a home electronic, or within sixty (60) days for all other covered products, of the date You received the Service re Contract, and You have made no Claims against the Service Contract, You will be refunded the full Service Contract price paid by You; or if You have made Claims against the Service Contract or Your Service Contract is canceled by written notice after thirty (30) days for a home electronic, or after sixty (60) days for all other covered products, from the date You received this Service Contract, You will be refunded a prorated amount of the Service Contract price paid by You, less any Claims paid.

Connecticut: This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, P.O. Box 1189 Bedford, TX 76095 and You. In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty Service Contract. **CANCELLATION** is amended as follows: This Service Contract may be cancelled by the Service Contract Holder if the Device covered under this Service Contract is returned, sold, lost, stolen or destroyed. **GUARANTY** is amended as follows: If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, file a claim against the insurer, Starr Indemnity & Liability Company at 399 Park Avenue, 3rd Floor, New York, NY 10022 or by calling (855) 438-2390.

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 amended as follows: You may cancel Your Service Contract at any time by informing the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Contract is canceled by You, return of the premium shall be based upon one hundred (100%) percent 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 (100%) percent of the unearned pro rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf.

Georgia: 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. **CANCELLATION** is amended as follows: In no event will any claims incurred or paid be deducted from any refund. The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. The lienholder may only cancel this Contract for non-payment if they hold a power of attorney.

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 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. Your proof of payment to the issuing Retailer for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. **EXCLUSIONS** – 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. The **GUARANTY** section of this Contract is deleted and replaced with: If We fail to perform or make payment due under this Contract within sixty (60) days after You request the performance or payment, You may request the performance or payment directly from the insurer, Starr Indemnity & Liability Company, at (855) 438-2390 or 399 Park Avenue, 3rd Floor, New York, NY 10022., including any applicable requirement under the Contract that the Provider refund any part of the cost of the Contract upon cancellation of the Contract.

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. The notice shall state the effective date of the cancellation and the reason for the cancellation.

Unauthorized repairs may not be covered.

GUARANTY is deleted and replaced as follows: Our obligations under this Service Contract are insured under a service contract reimbursement insurance policy. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract Purchase Price or, if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct Claim against the insurer, Starr Indemnity & Liability Company, at (855) 438-2390 or 399 Park Avenue, 3rd Floor, New York, NY 10022 for reimbursement, payment or provision of this Service Contract.