

## 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](http://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, Suite 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 administrating benefits to You in accordance with the terms and conditions of this Service Agreement, Guardsman US LLC, Inc., P.O. Box 1189, Bedford, TX 76095; 1-800-228-2731; EXCEPT AS OTHERWISE SPECIFIED IN THE “SPECIAL STATE REQUIREMENTS” SECTION.
- **“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.
- **“Product Purchase Price”**: the amount paid by You for the Covered Product; excluding any applicable taxes and/or fees.
- **“Plan”**: the specific “COVERAGE PLAN OPTION” under this Agreement that You have selected and purchased, as confirmed on Your Sales Receipt/Invoice.
- **“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.
- **“Term”**: the period of time in which the provisions of this Service Agreement are valid, as indicated on Your Sales Receipt/Invoice.
- **“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 continental 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 or a Power Surge event).

1. **Coverage for damages to Your Product resulting from a covered occurrence that is NOT a Failure** (such as a Power Surge or ADH 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.**
  - 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.

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## IMPORTANT DISCLOSURES REGARDING “WHAT IS COVERED”

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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.

**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. 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.

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### COVERAGE PLAN OPTIONS

*(As indicated on Your sales receipt/invoice and applicable to You)*

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1. **SMARTPHONE/CELL PHONE PLAN:** This Plan provides for the labor and/or parts necessary to repair Your Covered Product – or at Our sole discretion – a replacement or reimbursement for a replacement of Your original Covered Product in lieu of such repair. **ADDITIONALLY**, coverage under this Plan includes:
  - A) **Accidental Damage from Handling (ADH):** labor and/or parts required to repair Your Covered Product if it experiences sudden and unforeseen ADH; such as damage resulting from dropping the Covered Product, spilling liquid on it, or in association with screen breakage.
  - B) **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.
  - C) **Defective Pixels:** labor and/or parts required to repair pixels within the display area, when such defect significantly impairs the Product’s functionality.
  - D) **Dust, Internal Overheating, Internal Humidity/Condensation:** labor and/or parts required to repair Your Covered Product if it encounters a mechanical/electrical breakdown resulting from dust, internal overheating, internal humidity or condensation; occurring during its routine use for which it is intended.
  - E) **Defective Battery:** a one-time replacement of the Failure of Your Covered Product’s battery. **NO DEDUCTIBLE APPLIES FOR A BATTERY CLAIM ONLY.**
  - F) **Worldwide/Export Service:** expansion of the coverage outlined above when You travel overseas. So, the benefits that You are eligible for in the United States of America are also available while traveling abroad. *Please refer to the “HOW TO FILE A CLAIM” section for complete details regarding this service.*
  - G) **Advanced Exchange:** for a covered Claim, Your Plan provides an advanced exchange of a replacement product in exchange for Your defective Product (a valid credit card is required to be on file with the Administrator). Within ten (10) calendar days of confirmed delivery receipt of Your replacement product, You must ship or deliver the defective Product to Us. **IMPORTANT:** In the event You have been provided with a replacement product, but You have failed to return Your defective Product to Us within ten (10) calendar days of confirmed delivery receipt of the replacement, You will be assessed a non-returned device fee equal to the MSRP of the replacement product on the credit card that You have on file with the Administrator. This fee will not be assessed only if Your defective Product is returned to Us when and as requested. **NOTICE: Advanced Exchange is NOT included in association with “Worldwide Service”.**

**DEDUCTIBLE – For SMARTPHONE/CELL PHONE PLAN:** For a Failure, ADH, or Power Surge Claim, Your Deductible varies based on the manufacturer’s suggested retail price (“MSRP”) of Your Covered Product (excluding any taxes/fees). The Deductible amount that You are required to pay is as follows:

Per Failure, ADH, or Power Surge Claim:

MSRP OF COVERED PRODUCT:	DEDUCTIBLE:
\$299.99 or less	\$0.00
\$300.00 – \$399.99	\$25.00
\$400.00 – \$599.99	\$50.00
\$600.00 – \$799.99	\$75.00
\$800.00 – \$999.99	\$99.00
\$1000.00 - \$1499.99	\$149.00
\$1500.00 or more	\$199.00

2. **TABLET/NOTEBOOK PLAN:** This Plan provides for the labor and/or parts necessary to repair Your Covered Product – or at Our sole discretion – a replacement or reimbursement for a replacement of Your original Covered Product in lieu of such repair. **ADDITIONALLY**, coverage under this Plan includes:
  - A) **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.
  - B) **Defective Pixels:** labor and/or parts required to repair pixels within the display area, when such defect significantly impairs the Product’s functionality.
  - C) **Dust, Internal Overheating, Internal Humidity/Condensation:** labor and/or parts required to repair Your Covered Product if it encounters a mechanical/electrical breakdown resulting from dust, internal overheating, internal humidity, or condensation; occurring during its routine use for which it is intended.
3. **TABLET/NOTEBOOK PLAN WITH ADH:** This Plan provides for the labor and/or parts necessary to repair Your Covered Product – or at Our sole discretion – a replacement or reimbursement for a replacement of Your original Covered Product in lieu of such repair. **ADDITIONALLY**, coverage under this Plan includes:
  - A) **Accidental Damage from Handling (ADH):** labor and/or parts required to repair Your Covered Product if it experiences sudden and unforeseen ADH; such as damage resulting from dropping the Covered Product, spilling liquid on it, or in association with screen breakage.
  - B) **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.
  - C) **Defective Pixels:** labor and/or parts required to repair pixels within the display area, when such defect significantly impairs the Product’s functionality.
  - D) **Dust, Internal Overheating, Internal Humidity/Condensation:** labor and/or parts required to repair Your Covered Product if it encounters a mechanical/electrical breakdown resulting from dust, internal overheating, internal humidity, or condensation; occurring during its routine use for which it is intended.

4. **LAPTOP PLAN:** This Plan provides for the labor and/or parts necessary to repair Your Covered Product – or at Our sole discretion – a replacement or reimbursement for a replacement of Your original Covered Product in lieu of such repair. ADDITIONALLY, coverage under this Plan includes:
- A) **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.
  - B) **Defective Pixels:** labor and/or parts required to repair pixels within the display area, when such defect significantly impairs the Product’s functionality.
  - C) **Dust, Internal Overheating, Internal Humidity/Condensation:** labor and/or parts required to repair Your Covered Product if it encounters a mechanical/electrical breakdown resulting from dust, internal overheating, internal humidity, or condensation; occurring during its routine use for which it is intended.
  - D) **Defective Battery:** a one-time replacement of the Failure of Your Covered Product’s battery.
5. **DESKTOP COMPUTER PLAN:** This Plan provides for the labor and/or parts necessary to repair Your Covered Product – or at Our sole discretion – a replacement or reimbursement for a replacement of Your original Covered Product in lieu of such repair. ADDITIONALLY, coverage under this Plan includes:
- A) **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.
  - B) **Dust, Internal Overheating, Internal Humidity/Condensation:** labor and/or parts required to repair Your Covered Product if it encounters a mechanical/electrical breakdown resulting from dust, internal overheating, internal humidity, or condensation; occurring during its routine use for which it is intended.
  - C) **Built-In Computer Monitor Screen Damage:** IF YOUR COVERED PRODUCT IS A DESKTOP COMPUTER THAT HAS A MONITOR BUILT INTO IT, this Plan provides UP TO two (2) replacements in the event the attached monitor of the Covered Product sustains cracking or breakage after a single ADH event. **Important: this Plan does NOT cover laptop, notebook, tablet, or smartphone/cell phone screens.**
6. **COMPUTER PERIPHERALS PLAN:** This Plan provides for the labor and/or parts necessary to repair Your Covered Product – or at Our sole discretion – a replacement or reimbursement for a replacement of Your original Covered Product in lieu of such repair. **NOTE: NOT ALL PRODUCT TYPES ARE ELIGIBLE FOR THIS PLAN.**
- **Separate Computer Monitor Screen Damage:** IF YOUR COVERED PRODUCT IS A COMPUTER MONITOR ONLY, this Plan provides UP TO two (2) replacements in the event the computer monitor Covered Product sustains cracking or breakage after a single ADH event. **Important: this Plan does NOT cover laptop, notebook, tablet, or smartphone/cell phone screens.**

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#### ADDITIONAL BENEFITS

*(No separate election/purchase is required)*

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

1. **FREE SHIPPING:** for covered Claims, any/all shipping charges associated with the servicing of Your Product are covered under this Agreement. **NOTICE: Free Shipping is NOT included in association with “Worldwide Service”.**
2. **POWER SURGE:** Coverage for sustained damage to the Covered Product as a result of a defined Power Surge event *(limited to damage sustained to the Covered Product only)*.
3. **“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.**

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#### 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 WHAT IS COVERED 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. **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.**
- C. **WORLDWIDE/EXPORT SERVICE UPGRADE:** When purchased, this optional coverage upgrade provides expansion of the coverage outlined under Your Plan when You travel overseas. So, benefits that You are eligible for in the United States of America are also available while traveling abroad. Please refer to the “HOW TO FILE A CLAIM” section for complete details regarding this service.
  - **Advanced Exchange is NOT included in association with “Worldwide/Export Service”.**
  - **Free Shipping is NOT included in association with “Worldwide/Export Service”.**

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#### 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).

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#### 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](http://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 SERVICE”:** If Your Covered Product needs service while travelling abroad, You will need to 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](mailto:internationalsupport@warrantech.com), calling direct 817-571-7931 or online at [www.MyProtectionPlan360.com/BrandsMart](http://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 NO 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. Once this documentation is received and verified, Your reimbursement will be provided within thirty (30) days of the Administrator’s receipt and verification of all requested documentation.

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

**ONLINE:** [www.MyProtectionPlan360.com/BrandsMart](http://www.MyProtectionPlan360.com/BrandsMart)

**FAX:** 1-800-723-1497

**US POSTAL MAIL:** Guardsman US LLC, 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.*

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#### PLACE OF SERVICE

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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 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 then shipped to another location authorized by Us, We will pay for the shipping costs to and from such authorized location.

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#### LIMIT OF LIABILITY

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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,

As determined by Us and in accordance with Your purchased Plan. Please refer to the “IMPORTANT DISCLOSURES REGARDING WHAT IS COVERED” and “WHAT IS COVERED” sections 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.

**THE FOLLOWING REPLACEMENT LIMIT APPLIES TO THE SMARTPHONE/CELL PHONE PLAN ONLY:** maximum of two (2) advanced exchange replacements (provided at Our sole discretion).

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.

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#### EXCLUSIONS (WHAT IS NOT COVERED)

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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 (“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 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 (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;</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 initial purchase of the Covered Product;</p> <p>H) 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>I) 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>J) Viruses, vandalism, loss (unforeseen disappearance), theft, or malicious mischief;</p> <p>K) Any breakdown or damage of or caused by the use of any item/component that is NOT otherwise included in Your Plan description, including but not limited to: all accessory cords/cables, batteries, accessories/attachments, add-ons, headphones, stands, mounting kits, covers, keyboards or keypads or dials, computer mouse, connectors, fuses, encasing body or molding, switches and wiring;</p> <p>L) 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>M) 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>N) 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;</p> <p>O) 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;</p> <p>P) Submersion of the Product in liquid (such as dropping the Product into a pool, lake or any other body of water)</p> <p>Q) Rust, corrosion, warping, bending, animals (including pets), animal inhabitation or insect infestation;</p> |
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- R) Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;
- S) Routine, periodic or preventative maintenance;
- T) 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;
- 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 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;
- V) 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; or
- W) Any services performed in conflict with the TERRITORY provision of this Service Agreement.

**IMPORTANT: 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. IN NO EVENT WILL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM ANY COVERED PRODUCT OR EQUIPMENT ASSOCIATED THEREWITH.**

**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.**

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#### OUR RIGHT TO RECOVER PAYMENT

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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.

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#### CANCELLATION

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*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:**

- 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.
- 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).

**WE MAY ONLY CANCEL THIS AGREEMENT FOR:**

- Non-payment of the Agreement purchase price/fee by You;
- Material misrepresentation by You; or
- 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.

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#### PRIVACY AND DATA PROTECTION

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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.

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#### GENERAL PROVISIONS

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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 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.

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#### INSURED AGREEMENT

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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.

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#### RENEWABILITY

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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.*

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#### TRANSFERABILITY

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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.

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## ENTIRE AGREEMENT

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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.

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### 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. 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. 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/Brandsmart](http://www.MyProtectionPlan360.com/Brandsmart) or call toll-free 1-888-270-8432 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.

**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.

**Arkansas:** 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/performanceguard](http://www.MyProtectionPlan360.com/performanceguard) or call toll-free 1-888-270-8432 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.

**California:** Guardsman US LLC (License No. SA-83) is the Service Contract Administrator and 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, (800) 228-2731 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. 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, Insurance Company at 399 Park Avenue, 3<sup>rd</sup> Floor, New York, NY 10022, by calling (855) 438-2390. CANCELLATION is amended as follows: This Service Contract may be cancelled by the Service Contract Starr Indemnity & Liability Company Holder if the Device covered under this Service Contract is sold, lost, stolen or destroyed. 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 one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Contract is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf.

**Georgia:** CANCELLATION is amended as follows: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. If the purchase of this Contract was financed, the finance company may only cancel this Contract for non-payment if they hold a power of attorney. WHAT IS NOT COVERED – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. PRE-EXISTING CONDITIONS – The "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. WHAT IS NOT COVERED – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. RENEWABILITY – YOUR COVERAGE UNDER THIS SERVICE CONTRACT WILL AUTOMATICALLY RENEW AS LONG AS PAYMENT OF THE SERVICE CONTRACT FEE IS RECEIVED BY US ON OR BEFORE THE DUE DATE (subject to the CANCELLATION and LIMIT OF LIABILITY provisions). If You wish to non-renew Your coverage under this Service Contract, please call Us at 1-800-228-2585 prior to Your next billing cycle due date.

**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. RENEWABILITY – YOUR COVERAGE UNDER THIS SERVICE CONTRACT WILL AUTOMATICALLY RENEW AS LONG AS PAYMENT OF THE SERVICE CONTRACT FEE IS RECEIVED BY US ON OR BEFORE THE DUE DATE (subject to the CANCELLATION and LIMIT OF LIABILITY provisions). If You wish to non-renew Your coverage under this Service Contract, please call Us at 1-800-228-2585 prior to Your next billing cycle due date.

**Indiana:** This Contract is not insurance and is not subject to Indiana insurance law. Your proof of payment to the Retailer for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. 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 that issued the provider's Service Contract reimbursement policy, including any applicable requirement under the Contract that the provider refund any part of the cost of the Contract upon cancellation of the Contract. 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.

**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: 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, 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. 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 Mexico:** 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.

**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.

**Oklahoma:** The Service Warranty Association is Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021 (888) 325-2336. Oklahoma Identification #507496076. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION is deleted and replaced with the following: You may cancel Your Service Contract at any time by informing Us or the Administrator. If You cancel this Service Contract within the first thirty (30) days and no Claim has been authorized or paid within the first thirty (30) days, We will refund the entire Service Contract purchase price. If You cancel this Service Contract after the first thirty (30) days, or have made a Claim within the first thirty (30) days, return of the Provider fee shall be based upon one hundred percent (100%) of the unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract. If We cancel this Service Contract, return of the Provider fee shall be based upon one hundred percent (100%) of unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract.

**Oregon:** This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford TX 76021, (888) 325-2336 and You. 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/performanceguard](http://www.MyProtectionPlan360.com/performanceguard) or call toll-free 1-888-270-8432 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. GUARANTY is amended as follows: Should We fail to pay or provide service covered under this Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Contract and We fail to refund any unearned portion of the Contract price, You are entitled to make a direct Claim against the insurer, Starr Indemnity & Liability Company located at 399 Park Avenue, 3<sup>rd</sup> Floor, New York, NY 10022 or by calling them toll-free at (855) 438-2390

**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 Warrantech Consumer Product Services, Inc., Service Contract Administrator No. 187. 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.

**Utah:** Full payment will be received for the purchase price of this Service Contract at the time of purchase. The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-327-5818. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. CANCELLATION – Is amended as follows: We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of contractual duties by You relating to the covered property or its use. If We cancel this Service Contract for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Service Contract for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation. 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/performanceguard](http://www.MyProtectionPlan360.com/performanceguard) or call toll-free 1-888-270-8432 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.

**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-extendeded-servcie-contract-providers.shtml> to file a complaint.

**Washington:** 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: You may file a Claim directly with Starr Indemnity & Liability Company located at 399 Park Avenue, 3<sup>rd</sup> Floor, New York, NY 10022 or (855) 438-2390 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/performanceguard](http://www.MyProtectionPlan360.com/performanceguard) or call toll-free 1-888-270-8432 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. CANCELLATION is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator. If this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us. For Service Contracts canceled subsequent to the period stated 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 provide written notice to You at Your last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered. GUARANTY is deleted and replaced as follows: Our obligations under this 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 1-855-438-2390 or 399 Park Avenue, 3<sup>rd</sup> Floor, New York, NY 10022 for reimbursement, payment or provision of this 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.