
SERVICE CONTRACT TERMS & CONDITIONS

Administrator: Guardsman US LLC
P.O. Box 1189
Bedford, TX 76095
Telephone: 1-855-828-5349

FOR FAST CLAIM SERVICE, VISIT
www.MyProtectionPlan360.com

CONGRATULATIONS: Thank You for Your recent purchase of the Professional Protection Plan (the “**Service Contract**”, “**Contract**”). We hope You enjoy the added comfort and protection this Service Contract provides. Please keep this Contract document, and Your Contract Purchase Receipt and Your Equipment Purchase Receipt (if purchased separately from the Service Contract), as You will need them to verify Your coverage at the time of service. Your Purchase Receipt is a part of this Service Contract. This information will serve as a valuable reference guide and will help You determine what is covered by this Service Contract. From the day You purchase this Service Contract the Administrator will assist You in understanding Your Service Contract benefits.

BE SURE TO REGISTER YOUR SERVICE CONTRACT & EQUIPMENT ONLINE TO MAXIMIZE YOUR BENEFITS

You can do this by simply visiting Us online at www.MyProtectionPlan360.com. Although registering Your Service Contract and Equipment is not required in order for Your Term to remain in effect, failure to do so could cause delays in receiving service for Your Equipment. Register online today!

DEFINITIONS

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

“**We**”, “**Us**”, “**Our**”: the party or parties obligated to provide service under this Service Contract as the service contract provider Guardsman US LLC, P.O. Box 1189, Bedford, TX 76095 (Florida residents: this Service Contract is an agreement between You and WCPS of Florida, Inc., License No. 80202, P.O. Box 1189 Bedford, TX 76095). (In Washington: This Service Contract is an agreement between You and Warrantech Consumer Product Services, Inc. P.O. Box 1189 Bedford, TX 76095). “**Administrator**”: the entity responsible for administrating benefits to You in accordance with the Service Contract terms and conditions, Guardsman US LLC, PO Box 1189, Bedford, TX 76095 (Florida residents: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202). “**Retailer**”: the merchant from whom You purchased the covered Equipment and this Service Contract. “**You**”, “**Your**”: the purchaser/owner of the Equipment covered by this Service Contract. “**Equipment**”: the item(s) which You purchased with and is covered by this Service Contract. “**Contract Purchase Receipt**”: the receipt document (paper or e-mail) provided to You by the Administrator or Retailer as proof of Your Service Contract purchase which must be attached to and forms a part of this Service Contract. “**Plan Purchase Price**”: the amount paid by You for the Service Contract (excluding any applicable taxes and/or fees), as evidenced on Your Contract Purchase Receipt. “**Equipment Purchase Receipt**”: the receipt document (paper or email) provided as proof of Your Equipment purchase that indicates the date in which the Equipment was purchased along with the Equipment Purchase Price; which must be attached to and forms a part of this Service Contract. “**Equipment Purchase Price**”: the MSRP amount paid by You for the covered Equipment upon purchase; excluding any applicable taxes and/or fees, as shown on Your Equipment Purchase Receipt. “**Failure**”: the mechanical or electrical breakdown of Your covered Equipment to perform its intended function including defects in materials or workmanship and normal wear and tear and Power Surge; occurring during normal use of the covered Equipment. “**Claim**”: a demand for payment in accordance with this Contract sent by You to the Administrator or Us. “**Power Surge**”: damages to the covered Equipment resulting from an oversupply of voltage to Your covered Equipment 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 covered Equipment to a power source. “**Deductible**”: the amount You are required to pay, per Claim, for services covered under this Contract (if any). “**Term**”: the period of time in which the provisions of this Service Contract are valid. “**Abuse**”: the intentional treatment of the covered Equipment in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown (ABUSE IS NOT COVERED). “**Cosmetic Damage**”: damages or changes to the physical appearance of the Equipment that does not impede or hinder the Equipment’s normal operational function; such as scratches, abrasions, or changes in color, texture, or finish (COSMETIC DAMAGE IS NOT COVERED). “**Pre-Existing Condition**”: a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of Your Equipment before this Contract was purchased (PRE-EXISTING CONDITION IS NOT COVERED).

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

PRODUCT ELIGIBILITY

This Service Contract covers Equipment that is purchased as new or factory-refurbished and manufactured for use in the United States; which at the time of purchase included a manufacturer’s warranty valid in the USA for the duration of at least one year, and is not covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined herein. Accessories, external peripheral devices and/or add-on options that attach to Your covered Equipment are not covered under this Contract, unless such are purchased separately and this Contract is specifically purchased for such to be the “**Equipment**” covered under the Service Contract, as evidenced on Your Contract Purchase Receipt and/or Equipment Purchase Receipt.

SERVICE CONTRACT TERM

EFFECTIVE DATE OF COVERAGE: Coverage for damages to Your Equipment resulting from Power Surge or any benefits specifically outlined in the "ADDITIONAL BENEFITS..." section of this Contract, begins on Your covered Equipment purchase date (or delivery date if different), and continues for the Term shown on Your Contract Purchase Receipt. Coverage for a mechanical/electrical breakdown as referenced in the definition of "Failure" begins upon expiration of the shortest portion of the manufacturer's original parts and/or labor warranty and continues for the remainder of Your Term.

WHAT IS COVERED – GENERAL

NOTE: The submission of a Claim does not automatically mean that the damage or breakdown to Your Equipment is covered under this Contract. The Administrator must validate and provide You with approval for any submitted Claim prior to any benefit being considered under this Contract.

In accordance with the SERVICE CONTRACT TERM described above, We agree to provide the services outlined in the applicable BASE PLAN COVERAGE section for Your Equipment for a covered Claim. When provided at Our sole discretion, a replacement product may have a lower selling price than Your original Equipment as a result of technological advances, and We will not provide any reimbursement or refund for any replacement product cost difference. Any and all parts or units replaced under this Service Contract become Our property in their entirety. In no event shall the Administrator or We be liable for any damages resulting from the unavailability of a replacement product.

THE COVERAGE OUTLINED IN THIS SERVICE CONTRACT WILL NOT REPLACE OR PROVIDE DUPLICATIVE BENEFITS DURING ANY ACTIVE MANUFACTURER'S WARRANTY PERIOD. DURING SUCH PERIOD, ALL PARTS, LABOR, ON-SITE SERVICE AND/OR SHIPPING COSTS COVERED BY THAT WARRANTY ARE THE SOLE RESPONSIBILITY OF THE MANUFACTURER. PARTS USED TO REPAIR OR REPLACE YOUR EQUIPMENT MAY BE NEW, USED, REFURBISHED, OR NON-ORIGINAL MANUFACTURER PARTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED EQUIPMENT.

BASE PLAN COVERAGE

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

- **Professional Protection Plan:** If You purchased the Professional Protection Plan ("Your Plan") for Your multiple Equipment items, in the event of a covered Claim, Your Plan provides labor and/or parts required to repair the defective Equipment item, or at Our sole discretion, replacement of that defective Equipment item in lieu of repair. (ADH IS NOT COVERED UNDER THIS PLAN)
 - **About Replacements:** Under the Professional Protection Plan, Your Plan includes coverage for multiple Equipment items. In the event We determine Your Equipment cannot be repaired, We will make every reasonable effort to replace the defective Equipment with one of the same brand/features; however, We reserve the right to replace the defective Equipment with one of equal or similar features and functionality. Additionally, once any one Equipment item has been replaced, that replacement product is not eligible for coverage under Your original Service Contract; however, all unaffected originally covered Equipment items will continue to be covered for the remaining Term of Your Service Contract in accordance with the LIMIT OF LIABILITY.
- **Professional Protection Plan with ADH:** If You purchased the Professional Protection Plan with ADH ("Your Plan") for Your single Equipment item, in the event of a covered Claim, Your Plan provides labor and/or parts required to repair Your Equipment, or at Our sole discretion, replacement of Your original covered Equipment in lieu of repair.
 - **Accidental Damage from Handling Coverage ("ADH"):** Under the Digital Photography Single Equipment Plan with ADH, Your Plan also includes coverage for sudden and unforeseen accidental damage from handling; such as damage resulting from dropping the Equipment, or in association with screen breakage or liquid. IMPORTANT – If protective items such as covers, carrying cases or pouches were provided or made available for use with Your Equipment, You should make every effort to utilize these product accessories for protection against damage to Your Equipment. If You suspect damage or breakdown of Your Equipment, You should promptly take reasonable precautions in order to protect against further damage.
 - **About Replacements:** Your Plan includes coverage for a single Equipment item. In the event We determine Your Equipment cannot be repaired, We will make every reasonable effort to replace the defective Equipment with one of the same brand/features; however, We reserve the right to replace the defective Equipment with one of equal or similar features and functionality. Additionally, once Your Equipment has been replaced Our maximum obligation to You is considered fulfilled and coverage under this Service Contract ends (refer to the LIMIT OF LIABILITY section for additional information).

ADDITIONAL BENEFIT INCLUDED IN YOUR CONTRACT

- **Power Surge:** In addition to coverage for a Failure, as defined, Your Contract also includes coverage for damage resulting from Power Surge (limited to damage sustained to the Equipment only).

DEDUCTIBLE

There is no Deductible required prior to receiving eligible service under this Contract.

IF YOUR EQUIPMENT NEEDS SERVICE

www.MyProtectionPlan360.com

In order for a Claim to be considered, You will need to first contact the Administrator for approval and a repair authorization number. IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE DAMAGE OR BREAKDOWN TO YOUR EQUIPMENT IS COVERED UNDER YOUR SERVICE CONTRACT. The Administrator must validate and provide You with approval (i.e. a repair authorization number) for Your submitted Claim prior to any benefits being considered under this Contract. THIS SERVICE CONTRACT MAY NOT PROVIDE ANY COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS.

For fast service, visit www.MyProtectionPlan360.com, or call toll-free 1-855-828-9687, and have Your Contract Purchase Receipt readily available. When the Administrator provides You with a repair authorization number, You will also receive further instructions on how to obtain service on Your Equipment. Please do not take or return Your Equipment to the Dealership or ship Your Equipment anywhere, unless the Administrator instructs You to do so. If You are instructed by the Administrator to take Your Equipment to an authorized repair facility near You, to the Dealership or to ship the Equipment somewhere (i.e. an authorized depot center), please be sure to include the following with Your Equipment: (1) a copy of Your Contract Purchase Receipt, (2) a brief written description of the problem You are experiencing with the Equipment, and (3) a prominent notation of Your repair authorization number that the Administrator gave to You. Please use caution when transporting and/or shipping Your Equipment as directed by the Administrator, as We are not liable for any freight charges or damages due to improper packaging by You or Your representative.

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

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

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

You will then need to provide payment for the cost of services up front, and then submit to the Administrator for reimbursement. Reimbursement is solely based on the original amount approved by Us, and will only be provided to You after the Administrator has received a copy of the authorized service center's invoice detailing Your covered Equipment, a thorough description of the services performed and Your claims authorization number. Once this documentation is received and verified, Your reimbursement will be provided within thirty (30) days of the Administrator's receipt of all requested documentation.

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

FAX:
1-800-723-1497

US POSTAL MAIL:
Guardsman US LLC - ATTN: Claims Dept.
P.O. Box 1189, Bedford, TX 76095

ONLINE:
www.MyProtectionPlan360.com

PLACE OF SERVICE

After the Administrator has approved Your Claim, We provide You with pre-paid packaging and postage so that You can ship Your Equipment to Our authorized depot center, and We will pay for the packaging and postage costs to ship Your repaired Equipment (or replacement, if applicable) back to You (EXCEPT IN ASSOCIATION WITH WORLDWIDE SERVICE).

LIMIT OF LIABILITY

The maximum amount that We are obligated to pay for services in connection with all claims pursuant to this Service Contract is the Equipment Purchase Price shown on Your Equipment Purchase Receipt up to current MSRP of a replacement device of equal features and functionality. In the event We make payments for repairs; which in the aggregate are equal to this amount, or We replace Your Equipment (or provide reimbursement for replacement) for any reason, Our obligation under this Service Contract will be considered fulfilled and coverage ends.

NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY COVERED EQUIPMENT OR EQUIPMENT, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS, OR FOR ANY AND ALL PRE-EXISTING CONDITIONS (AS DEFINED AND KNOWN TO YOU), INCLUDING ANY INHERENT PRODUCT FLAWS.

WHAT IS NOT COVERED (GENERAL EXCLUSIONS)

AS RELATED AND APPLICABLE TO YOUR COVERED EQUIPMENT, THIS SERVICE CONTRACT DOES NOT COVER ANY FAILURE, LOSS, REPAIRS OR DAMAGE IN CONNECTION WITH OR RESULTING FROM:

- A) A PRE-EXISTING CONDITION (AS DEFINED);
- B) ANY CLAIM THAT HAS NOT BEEN SPECIFICALLY APPROVED BY THE ADMINISTRATOR OR US;
- C) ACCIDENTAL DAMAGE FROM HANDLING, UNLESS "DIGITAL PHOTOGRAPHY SINGLE EQUIPMENT PLAN WITH ADH" COVERAGE HAS BEEN PURCHASED AS EVIDENCED ON YOUR CONTRACT PURCHASE RECEIPT;
- D) ANY CAUSES BEYOND YOUR CONTROL SUCH AS ENVIRONMENTAL CONDITIONS OR EXPOSURE TO SEVERE WEATHER CONDITIONS, RIOT, NUCLEAR RADIATION, WAR, HOSTILE ACTION, RADIOACTIVE CONTAMINATION, OR ANY EXTERNAL PERILS OF NATURE SUCH AS: FIRE, FLOODS, SMOKE, SAND, DIRT, LIGHTNING, MOISTURE, WIND, HAIL OR EARTHQUAKE, AND EXPRESSLY, ANY DAMAGE RESULTING FROM PRECIPITATION AND/OR FLYING DEBRIS DUE TO USE OF THE EQUIPMENT DURING ANY TYPE OF SEVERE WEATHER IS EXCLUDED;
- E) ABUSE (AS DEFINED), NEGLIGENCE, MISUSE, INTENTIONAL HARM OR MALICIOUS MISCHIEF OF OR TO THE EQUIPMENT;
- F) THEFT OR MYSTERIOUS DISAPPEARANCE, UNFORESEEN DISAPPEARANCE OR VANDALISM OF OR TO THE EQUIPMENT;
- G) RUST, CORROSION, WARPING, BENDING, ANIMALS, ANIMAL INHABITATION OR INSECT INFESTATION;
- H) OPERATION OUTSIDE THE MANUFACTURER OPERATIONAL OR ENVIRONMENTAL SPECIFICATIONS;
- A) ANY EQUIPMENT UPGRADES, ATTACHMENTS, ACCESSORIES, PERIPHERALS OR ANY ITEMS THAT ARE CONSUMER REPLACEABLE AND DESIGNED TO BE REPLACED OVER TIME THROUGHOUT THE LIFE OF THE EQUIPMENT (I.E. FLASH BULBS, MEMORY/DATA CARDS, FLASH/SD MEMORY CARDS, FILM.);
- B) IMPROPER REMOVAL OR INSTALLATION OF REPLACEABLE COMPONENTS, MODULES, PARTS OR PERIPHERALS AND/OR INSTALLATION OF INCORRECT PARTS;
- C) FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE OR OPERATION/STORAGE OF THE COVERED EQUIPMENT IN CONDITIONS OUTSIDE MANUFACTURER SPECIFICATIONS OR USE OF A COVERED EQUIPMENT IN SUCH A MANNER AS WOULD BE VOIDABLE COVERAGE UNDER THE MANUFACTURER'S WARRANTY OR USE OF A COVERED EQUIPMENT IN A MANNER INCONSISTENT WITH THE DESIGN OF THE EQUIPMENT OR MANUFACTURER INSTRUCTIONS OR SPECIFICATIONS;
- D) ADJUSTMENT, MANIPULATION, MODIFICATION, REMOVAL OR UNAUTHORIZED REPAIRS OF ANY INTERNAL COMPONENT/PART OF THE EQUIPMENT PERFORMED BY ANYONE OTHER THAN A SERVICE CENTER/TECHNICIAN AUTHORIZED BY THE ADMINISTRATOR;
- E) COMPUTER VIRUSES OR MALWARE;
- F) ANY KIND OF MANUFACTURER RECALL OR REWORK ORDER ON THE EQUIPMENT, OF WHICH THE MANUFACTURER IS RESPONSIBLE FOR PROVIDING, REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS;
- G) EQUIPMENT WITH REMOVED OR ALTERED SERIAL NUMBERS;
- H) INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA OR OTHER LOSS RESULTING FROM A DELAY IN RENDERING SERVICE UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT, OR DURING THE PERIOD IN WHICH THE EQUIPMENT IS AT OUR AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS;
- I) PERIODIC OR PREVENTATIVE MAINTENANCE;
- J) BREAKDOWN OR DAMAGE THAT IS COVERED UNDER ANY OTHER INSURANCE, WARRANTY, GUARANTEE AND/OR SERVICE AGREEMENT PROVIDING THE SAME BENEFITS AS OUTLINED IN THIS SERVICE CONTRACT;
- K) COSMETIC DAMAGE (AS DEFINED), SCREEN IMPERFECTIONS OR PIXEL BURNOUTS;
- L) STRUCTURAL IMPERFECTIONS WHEN SUCH DOES NOT IMPAIR THE OVERALL FUNCTIONALITY OF THE EQUIPMENT;
- M) BREAKDOWN OF ANY ATTACHMENT OR ACCESSORY EXCEPT AS OTHERWISE EXPLICITLY STATED IN THIS CONTRACT;
- N) SERVICE OR REPLACEMENT OUTSIDE OF THE UNITED STATES OF AMERICA, ITS TERRITORIES, OR CANADA (EXCEPT AS PRIOR AUTHORIZED BY THE ADMINISTRATOR AND IN ASSOCIATION WITH WORLDWIDE SERVICE).
- O) WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS ARISING OUT OF THE UNAUTHORIZED ACCESS OR USE OF ANY SYSTEM, SOFTWARE, HARDWARE, OR FIRMWARE, OR ANY MODIFICATION, REPROGRAMMING, DESTRUCTION, OR DELETION OF DATA OR SOFTWARE BY ANY MEANS.

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

IF YOUR EQUIPMENT EXPERIENCES A BREAKDOWN OR DAMAGE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SERVICE CONTRACT, OR IN THE EVENT A REPAIR ORDER RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS FROM THE MANUFACTURER OR A MANUFACTURER-AUTHORIZED REPAIR SOURCE, YOU MAY BE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS.

OUR RIGHT TO RECOVER PAYMENT

If You have a right to recover against another party for anything We have paid under this Service Contract, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

CANCELLATION

You may cancel this Service Contract at any time by informing the Administrator in writing of cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Service Contract only. NO CANCELLATION FEES APPLY.

IF YOU CANCEL THIS CONTRACT:

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

WE MAY ONLY CANCEL THIS CONTRACT FOR:

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

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

GUARANTY

This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Service Contract in the following states: **AL, AZ, AR, CA, CO, CT, DC, GA, HI, IL, KY, ME, MA, MN, MO, MT, NV, NH, NJ, NM, NY, NC, OH, OK, OR, SC, TX, UT, VT, VA, WA, WI, & WY**. Our obligations under this Agreement are guaranteed by a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions. In all other states, our obligations under the service contract are backed by our full faith and credit.

RENEWABILITY

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

TRANSFERABILITY

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

IMPORTANT PRODUCT INFORMATION

If Your Equipment is exchanged by the manufacturer or Retailer, You should advise the Administrator as soon as practicable the make, model, and serial number of the exchanged product. You can do this by either calling the Administrator at 1-855-828-9687, or by writing to the Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: Data Entry. Please note that in the event of such exchange, the Term of Your originally purchased Service Contract remains in effect and does not automatically extend.

ENTIRE AGREEMENT

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

ARBITRATION

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

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

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

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

APPLICABLE LAW

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

SPECIAL STATE REQUIREMENTS

Regulation of service contracts may vary widely from state to state. Any provision within this Service Contract which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Contract was purchased in one of the following states and supersede any other provision within Your Service Contract terms and conditions to the contrary.

Alabama: IF YOUR PRODUCT NEEDS REPAIR - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-855-828-9687 or by visiting www.MyProtectionPlan360.com. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

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

Arkansas: IF YOUR PRODUCT NEEDS REPAIR - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-855-828-9687 or by visiting www.MyProtectionPlan360.com. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com any time. Failure to obtain prior authorization may result in non-payment.

California: Guardsman Industries, LLC (License No. SA-83) is the Service Contract Administrator 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 of the date You received the Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any claims paid.

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

Connecticut: This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, P.O. Box 1189 Bedford, TX 76095, 1-800-342-5349 and You. In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty Service Contract. **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.

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: If a cancellation fee is applicable, it will not exceed 10% of the pro-rata refund amount and only applies to cancellations by the contract holder. The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. If the Provider cancels, the Provider must provide 30 days written notice of cancellation. If the purchase of this Contract was financed; the lienholder may only cancel this Contract for non-payment if they hold a power of attorney. **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 "PreExisting Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract. Any arbitration provision is deleted in its entirety. **GUARANTY** is amended to include: If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Hawaii: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract.

Illinois: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to defects in materials or workmanship, Power Surge event, or ADH event if applicable to Your Plan, after the effective date of this Service Contract This Service Contract does not cover failures resulting from normal wear and tear.

Indiana: This Contract is not insurance and is not subject to Indiana insurance law. **PRE-EXISTING CONDITIONS** – The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract.

Maine: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. If You cancel this Service Contract, an administrative fee not to exceed the lesser of 10% of the Service Contract charge or \$25.00, will be applied. **GUARANTY** is amended to include: If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Maryland: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract.

Massachusetts: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract.

Michigan: If performance of the service contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

Minnesota: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract.

Missouri: **GUARANTY** is amended to include: If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Nevada: If You are not satisfied with the manner in which We are handling your claim, You may contact the Nevada Insurance Commissioner toll-free at (888)-872-3234. **CANCELLATION** is amended as follows: 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 Contract for nonpayment by You, fraud or material misrepresentation by You, the holder in obtaining the Service Contract, or in presenting a claim, 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 increased the service TAG-WCPS-DPE (05-23)

required under the service contract. If We cancel this Service Contract, You will be entitled to a pro-rata refund of the unearned Service Contract fee, no cancellation fee shall apply, and We shall mail a written notice to You at the last known address held by Us at least fifteen (15) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. If Your Service Contract was financed, the outstanding balance will be deducted from any refund. **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.

WAITING PERIOD (IF APPLICABLE): Coverage under this Contract begins after a thirty (30) day waiting period.

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: **GUARANTY** is amended to include: This service contract is insured by Technology Insurance Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to Technology Insurance Company at 866-505-4048, regulatorycompliance@amtrustgroup.com, or 59 Maiden Lane, 43rd Floor, New York, NY 10038. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674. **CANCELLATION** is amended as follows: We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for the following acts by the Contract Holder: Non-payment; discovery of fraud or material misrepresentation by the Contract Holder in obtaining the Service Contract or in presenting a claim; or discovery of either of the following if it occurred after the effective date of the Service Contract and substantially and materially increased the service required under the Service Contract: an act or omission; or a violation of any condition of the Service Contract.

New York: Warrantech Consumer Product Services, Inc. P.O. Box 1189 Bedford, TX 76095 is the Obligor for this Service Contract.

North Carolina: **CANCELLATION** is amended as follows: We may only cancel this Service Contract for non-payment of the purchase price of the Service Contract or a direct violation of the Service Contract by You.

Ohio: **GUARANTY** is amended to include: If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Oklahoma: The Service Warranty Association is Guardsman CPS LLC, 909 3rd Avenue, 33rd Floor, New York, NY 10022, 1-888-349-0187, Oklahoma Identification #520822354. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** is deleted and replaced with the following: You may cancel Your Service Contract at any time by informing Us or the Administrator. If You cancel this Service Contract within the first thirty (30) days and no Claim has been authorized or paid within the first thirty (30) days, We will refund the entire Service Contract purchase price. If You cancel this Service Contract after the first thirty (30) days, or have made a Claim within the first thirty (30) days, return of the Provider fee shall be based upon one hundred percent (100%) of the unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract. If We cancel this Service Contract, return of the Provider fee shall be based upon 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, P.O Box 1189, Bedford, TX 76095, 1-855-828-9687, and You. **NOTICE:** If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. **IF YOUR PRODUCT NEEDS REPAIR** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-855-828-9687 or by visiting www.MyProtectionPlan360.com. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is amended to add: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. **NOTICE:** As used in the **"LIMIT OF LIABILITY"** section of this Contract, the word "data" refers to non-proprietary information.

South Carolina: If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

Texas: The Administrator is Guardsman US LLC, Service Contract Administrator No. 731. If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. **CANCELLATION** section is amended as follows: You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract. If this Service Contract is cancelled within the first thirty (30) days, We will refund the entire Service Contract charge, less claims paid. If this Service Contract is cancelled after the first thirty (30) days, You will receive a pro-rata refund of the Service Contract price less claims paid. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of Your cancellation request to the Provider. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Contract is canceled. These provisions apply only to the original purchaser of the Service Contract. **GUARANTY** is amended to include: If a cancellation refund is not provided within forty-five (45) days after the cancellation request has been received, or if a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Utah: The Provider/Obligor is Guardsman US LLC, P.O. Box 1189, Bedford, TX 76095, 1-855-828-9687. 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. **GUARANTY** is amended to include: If any claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions. **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.

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

Washington: Warrantech Consumer Product Services, Inc. P.O. Box 1189 Bedford, TX 76095 is the Obligor for this Service Contract. The State of Washington is the jurisdiction for any civil action in connection with this Contract. **WHAT IS NOT COVERED**– What is excluded from coverage is limited to that which is expressly stated under the “**WHAT IS NOT COVERED**” section of this Service Contract which occurred while owned by You. **GUARANTY** is amended to include: A contract holder is entitled to apply directly to Technology Insurance Company, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048 for refund, payment or performance due.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. All references to “Service Agreement/Agreement” are hereby deleted and replaced with “Service Contract”. **CANCELLATION** is deleted and replaced as follows: You may cancel this Service Contract at any time 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 above 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 Agreement are guaranteed by a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the “Insurance Company”), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If the provider does not provide, or reimburse or pay for, a service that is covered under this Agreement within sixty (60) days after You provide proof of loss, or if the provider becomes insolvent or otherwise financially impaired, You may file a claim directly with Insurance Company for reimbursement, payment, or provision of the service. Please call 1-866-505-4048 for instructions.

Wyoming: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after return of the Service Contract to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. If We cancel this Service Contract, We shall mail a written notice to You at Your last known address at least ten (10) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You to the provider or a substantial breach of duties by You relating to the covered product or its use.

**Log onto the Administrator’s website at www.MyProtectionPlan360.com or
Call 1-855-828-9687 to obtain a copy of these terms & conditions.**