

SERVICE CONTRACT
Terms & Conditions

Administered by Guardsman US LLC ♦ P.O. Box 1189 ♦ Bedford, TX 76095 ♦ Toll Free 1-(866) 650-8478

Thank you for purchasing the Guardsman Consumer Core Product!

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

FOR FAST CLAIM SERVICE VISIT
www.MyProtectionPlan360.com

DEFINITIONS

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

- **"We", "Us", "Our", "Provider", "Obligor"**: the party or parties obligated to provide service under this Service Contract as the service contract provider, Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021 (Florida Residents: this Service Contract is an agreement between You and Technology Insurance Company, Inc. (License No. 03605), at 866-505-4048 or Maiden Lane, 43rd Floor, New York, NY 10038.) In Florida **"We", "Us",** and **"Our"** shall mean Technology Insurance Company, Inc. and **"You", "Your"**: the purchaser/owner of this Service Contract who is to receive the coverage provided hereunder.
- **"Administrator"**: the entity responsible for administering 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).
- **"Contract Purchase Receipt"**: the receipt document (paper or e-mail) provided to You as proof of Your Contract purchase that confirms the Term, Deductible and purchase Plan option(s), Covered Equipment and purchase date of Your Contract.
- **"Contract Purchase Price"**: the amount paid by You for the Service Contract (excluding any applicable taxes and/or fees), as indicated on Your Contract Purchase Receipt.
- **"Claim"**: a demand for payment in accordance with this Contract sent by You to the Administrator or Us.
- **"Covered Equipment "Equipment"**: The item(s) which You purchased with and is covered by this Service Contract that meet(s) the "EQUIPMENT ELIGIBILITY" requirements below, including apparel, eyewear, backpacks, fishing gear, kayaks/canoes, paddles, flotation devices, bicycles (non-stationary), archery, air gun, firearms, and Reloading ammo equipment.
- **"Deductible"**: the amount You are required to pay, per Claim, prior to receiving services under this Service Contract (if any), as indicated on Your Contract Purchase Receipt.
- **"Equipment Purchase Price"**: the amount paid by You for the Covered Equipment, excluding any applicable taxes and/or fees.
- **"Failure"**: the mechanical or electrical breakdown of Your 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 and occurs during normal use of the Product.
- **"Plan "**: The specific "COVERAGE PLAN OPTION" under this Contract that You have selected and purchased, as confirmed on Your Contract Purchase Receipt:
- **"Retailer"**: the merchant authorized by Us to sell this Service Contract to You.
- **"Sales 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 and Equipment description.
- **"Term" or "Contract Term"**: the period of time in which the provisions of this Service Contract are valid, as indicated on Your Contract Purchase Receipt.
- **"You", "Your"**: the original individual consumer that purchased this Service Contract who is to receive the coverage provided hereunder.

TERRITORY

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

EQUIPMENT ELIGIBILITY

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

- ✓ Be purchased as brand new by a Federally Licensed Retailer
 - ✓ Have come with a manufacturer's original equipment ("OEM") warranty of at least thirty (30) days when it was purchased;
 - ✓ Be solely intended for routine, personal/residential use and NOT for Commercial Use;
 - ✓ NOT be covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined herein.
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YOUR RESPONSIBILITIES

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

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

IMPORTANT EQUIPMENT INFORMATION

If Your original Covered Equipment is ever exchanged by the manufacturer or Retailer, please notify the Administrator as soon as practicable the make, model, and serial number of the new exchanged equipment. You can do this by either calling the Administrator at 1- (866) 650-8478 or by writing to the Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: Data Entry. NOTE: in the event of manufacturer or Retailer exchange, the Term of Your originally purchased Service Contract remains in effect and does not automatically extend.

CONTRACT TERM-EFFECTIVE DATE OF COVERAGE

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

Benefits under Your contract are available at different times; depending on when the event occurs AND WHETHER Your Claim is: (a) a defined Failure that is still covered under its manufacturer's warranty; (b) a defined Failure that is no longer covered under its manufacturer's warranty because it has expired.

1. **Coverage for a defined Failure** of Your Device does not become effective until the shortest portion of the manufacturer's labor and/or parts warranty has expired.
 - Upon expiration of the shortest portion of the Device manufacturer's labor and/or parts warranty, coverage for a defined Failure becomes effective and continues for the remainder of Your Contract Term.

IMPORTANT DISCLOSURES REGARDING "WHAT IS COVERED"

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

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

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

About Replacements: Reasonable efforts will be made in order to replace Your original Covered Equipment with a same match; however, there may be some cases where it is impossible to procure an exact match (for example, the manufacturer may have deemed the model or color obsolete). In such situations, We will provide You with a replacement that may be a new, rebuilt or refurbished product that is at least of equal features and functionality, but it may be a different brand or color from Your original Covered Equipment. 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 Equipment, and this Contract does not provide any reimbursement for such a cost difference. Also know that any/all parts, components, or whole products that We provide replacement for will automatically become Our property. The replacement equipment product will not extend Your Contract Term and is ineligible for continued coverage under Your original Contract. However, You may be able to purchase a new Service Contract for Your replacement equipment product based on current product eligibility and coverage availability. *(Note: You may be required to ship or deliver the defective Equipment prior to receiving an authorized replacement equipment product.)*

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

WHAT IS COVERED

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

- [1.] **IF YOU DID NOT PURCHASE ONE OF THE SPECIFIC PLANS LISTED IN THE SECTION BELOW**, coverage under this Agreement provides for the labor and /or parts necessary to repair Your Covered Equipment or at Our sole discretion – a one time replacement or reimbursement for a one time replacement of Your original Covered Equipment in lieu of such repair.
- [2.] **IF YOU PURCHASED ONE OF THE SPECIFIC PLANS LISTED IN THIS SECTION**, coverage under this Agreement provides for the following, as applicable to Your Plan purchase:
 - A) **Airgun:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Equipment, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair. Air Soft guns include: paintball, spring loaded chamber, pellet, bb, air rifles, and/or pistols.
 - B) **Apparel:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Equipment, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
 - C) **Archery:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Equipment, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
 - D) **Backpacks:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Equipment, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
 - E) **Bicycles (Non-Stationary):** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Equipment, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
 - F) **Camera Systems:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Equipment, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
 - G) **Cycling Computers:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Equipment, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
 - H) **Firearms:** When purchased, this plan covers for the labor and/or parts and labor necessary to repair your Covered Equipment, in the event of a covered claim. You are responsible for selecting a federally licensed retailer to service the repair. At our sole discretion, a one-time reimbursement for

the cost of a one-time replacement for a part of the firearm may be provided in lieu of repair. Firearm would never need to be fully replaced. We are not directly involved with service and We do not cover shipping, or delivery. Firearms must be new and OEM manufactured with limited OEM warranty. Firearms include: rifle, pistol, other portable gun, semi-automatic (not fully automatic), any type of firearm designed to be readily carried or used by an individual, single fire or semi-automatic, (reference ATF.gov for more information)

- I) **Fishing Gear:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Product, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
- J) **Fitness Equipment** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Equipment, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
- K) **Flotation Devices:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Product, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
- L) **Garmin GPS systems:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Equipment, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
- M) **Go Pros:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Equipment, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
- N) **Heart Rate Monitors:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Equipment, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
- O) **Helmets:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Equipment, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
- P) **Kayaks/Canoes:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Equipment, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
- Q) **Lighting Systems (Clamping Lights):** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Equipment, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
- R) **Paddles:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Equipment, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
- S) **Power Meters:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Equipment, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
- T) **Protective Eyewear:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Equipment, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
- U) **Flotation Devices:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Product, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
- V) **Rack Systems:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Equipment, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
- W) **Reloading Ammo Equipment:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Equipment, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
- X) **Skateboards:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Equipment, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
- Y) **Skis:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Equipment, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
- Z) **Trainers:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Equipment, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
- AA) **Trailers:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Covered Equipment, in the event of a covered claim. At our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.

ADDITIONAL BENEFITS

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

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

- 1) **"NO LEMON" GUARANTEE:** If within any consecutive twelve (12) month period, Your Covered Equipment has three (3) repairs covered under this Contract for the same problem ("Qualifying Service Repairs") and a fourth (4th) repair is required for the same covered problem, We will replace Your original Equipment 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 Contract shall be considered fulfilled in their entirety and Your coverage will end. NOTE: ANY REPAIR SERVICES PERFORMED WHILE YOUR EQUIPMENT IS UNDER THE MANUFACTURER'S WARRANTY PERIOD ARE NOT CONSIDERED "QUALIFYING SERVICE REPAIRS" UNDER THIS NO LEMON GUARANTEE."
- 2) **FREE SHIPPING:** Any/all shipping charges associated with the servicing of the Covered Product for covered Claims are paid under this Contract. Not applicable to Airguns, or Firearms.
- 3) **WORLDWIDE SERVICE:** Worldwide Service protects Your Product outside the manufacturer's warranty when you travel overseas. If your product needs repair overseas, you have three options to obtain a proper repair authorization number prior to work being performed. You can e-mail us at

customer@amyntagroup.com to leave a message for warranty support or You may call collect, 817-571-7931. You will need to carry the Product into an authorized service center, have the service center provide an estimate for the repair and provide the estimate to the Administrator, using one of the options above. The Administrator must approve the total cost of repairs prior to service being performed. You will submit payment to the service center and then submit to the Administrator a copy of the detailed service repair invoice that identifies the covered product, the repair authorization number and include a thorough description of the repair made. This documentation should be sent to Guardsman US LLC, Attn: Claims Dept., P.O. Box 1189, Bedford, Texas 76095. The Administrator will reimburse you within 30 days of receipt of all necessary paperwork, provided a covered repair was performed. NOTE: Worldwide service does not include shipping or on-site service

DEDUCTIBLE

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

HOW TO FILE A CLAIM

HOW TO FILE A CLAIM – GENERAL

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

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

1. Go online to www.MyProtectionPlan360.com or call toll-free 1-(866)650-8478 with Your Contract Purchase Receipt and Your Sales Receipt] readily available.
2. Explain the problem Your Equipment is experiencing and provide the Administrator any additional information/documentation in order to validate Your Claim.
3. After confirmation of Claim eligibility under Your Plan and this Contract, the Administrator will issue a Claim authorization number to You along with additional information regarding how Your Equipment will be further serviced (refer to the “**PLACE OF SERVICE**” section below for further details). *Authorization for payment of any required Deductible will be collected by the Administrator at this time. (Your applicable Deductible amount is shown on Your Contract Purchase Receipt.)*

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

PLACE OF SERVICE – GENERAL

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

- For Equipment that is eligible for **In-Home/On-Site Service**, We will arrange for Your Equipment to be serviced at Your location; provided You have prepared the following provisions: (1) accessibility to the Equipment; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Equipment. In the event it is necessary to continue certain repair services at a repair center, You may be required to ship/transport the Equipment to a repair center designated by the Administrator. In such circumstances, the shipping/transportation charges will be covered under this Contract (Excluding Firearms). In-Home/On-Site Service will be provided by a service Provider authorized by the Administrator during regular business hours, local time, Monday through Friday (except holidays).
- For Equipment that is eligible for **Depot Service**, this Contract covers the costs required for the safe shipping of Your Equipment to and from Our authorized depot center, excluding Firearms.
- For Equipment that is eligible for **Carry-In Service**, You are responsible for transporting Your Equipment to and from Our authorized service center. For Firearms, You are responsible for selecting a federally licensed retailer to service the repair. We are not directly involved with service and We do not cover shipping, or delivery. In the event Your Equipment needs to be shipped to another location determined by Us, You are responsible for the safe shipping of Your Equipment to and from Our authorized service center.

LIMIT OF LIABILITY

The total amount that We will pay for services in connection with all Claims pursuant to this Service Contract is up to Purchase Price shown on Your Contract Purchase Receipt and/or Sales Receipt; excluding taxes/fees and less any previous Claims paid by us. Once the cumulative amount that We have paid – whether for repair services (including labor), parts and/or components, entire product replacement, or reimbursement – has reached the Equipment Purchase Price shown on Your Contract Purchase Receipt and/or Sales Receipt amount, Our obligations will be considered fulfilled in entirety and coverage under Your Contract ends (regardless of whether or not there is remaining time under Your originally purchased Contract Term).

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 EQUIPMENT OR COMPONENT THEREOF, REGARDLESS OF WHETHER SUCH FAILURE OR DAMAGE IS COVERED UNDER THE PROVISIONS OF THIS CONTRACT, OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR OR REPLACEMENT PARTS/COMPONENTS/ITEMS OR INABILITY TO PROVIDE EXACT MATCH REPLACEMENT, OR FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT EQUIPMENT FLAWS.

EXCLUSIONS (WHAT IS NOT COVERED)

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

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| <p>A) Equipment sold without a manufacturer’s warranty or sold ‘as is’;</p> <p>B) A pre-existing condition known to You (“<i>pre-existing condition</i>” refers to a condition that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Covered Equipment before this Contract was purchased or is determined by Us to be a Failure or otherwise covered damage that occurred prior to the expiration of the Contract Waiting Period);</p> | <p>C) Any Claim for service to or replacement of the Covered Equipment that has not been prior authorized by the Administrator;</p> <p>D) Any Claim related to cosmetic damage (<i>meaning damages or changes to the physical appearance of the Covered Equipment that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish</i>) or structural</p> |
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- imperfections, when such do not impair the overall functionality of the Covered Equipment;
- E) Any merchandise that has been confirmed by Our authorized servicer to have removed or altered serial numbers, or equipment that has had safety features removed, bypassed, altered, or disabled;
 - F) Servicing of the Covered Equipment in association with a non-covered Claim, and shipping, delivery or assembly charges associated with the *initial* purchase of the Covered Equipment;
 - G) Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation, humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action, governmental act, or internet or other telecommunications event;
 - H) Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract;
 - I) Theft or mysterious disappearance, unforeseen disappearance (loss) or vandalism of or to the Covered Equipment;
 - J) Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;
 - K) Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to or resulting from these items;
 - L) Any Equipment that has been confirmed to be used in a rental, commercial, business, heavy industrial and/or educational institution capacity, as confirmed on Your Contract Purchase Receipt and/or Sales Receipt;
 - M) Abuse (*meaning, the intentional treatment of the Covered Equipment 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 Equipment;
 - N) Any items that are consumer replaceable and designed to be replaced over time throughout the life of the Equipment; including, but not limited to: batteries; belts; bulbs; connectors; and any plastic or other parts such as: bolts, bright metal, cables, caps, connectors, cords, dials, fabrics, fan belts, frames, fuses, handles, hinges, knobs, latches, lights, lint screens, moldings, needles, nozzles, ornamentation, paint, plastic body or molding, racks, springs, supports, switches, tubes, wheels, wiring, or any other parts of materials which are designed to be consumed during the life of the Covered Equipment;
 - O) Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;
 - P) Routine, periodic or preventative maintenance;
 - Q) Lack of providing manufacturer's recommended maintenance or operation/storage of the Covered Equipment in conditions outside manufacturer specifications, or use of the Covered Equipment in such a manner as would be voidable coverage under the manufacturer's warranty, or use of the Equipment in a manner inconsistent with its design or manufacturer specifications;
 - R) Adjustment, manipulation, modification, removal or unauthorized repairs of any component/part of a Covered Equipment performed by anyone other than a service center/technician authorized by the Administrator;
 - S) Any kind of manufacturer recall or rework order on the Covered Equipment, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs;
 - T) Improper packaging and/or transportation by You or Your representative resulting in damage during shipment to a service center or relocation of the Covered Equipment;
 - U) Non-failure problems included but not limited to noises, squeaks, agitation, vibration, wobbling, etc.;
 - V) Operational errors on the part of the consumer;
 - W) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Covered Equipment; OR
 - X) Any service performed in conflict with the TERRITORY provision of this Service Contract.
 - Y) The following firearms: fully automatic firearms; fully automatic carbines; flamethrowers; grenade launchers; anti-tank rifles;
 - Z) Defects associated with any on-gun or off-gun part or accessory that is, (1) capable of being readily detached and/or replaced; or (2) includes any scope, optics, non-integrated mounts, electronic sights, slings, laser sights, or electronic components;
 - AA) Used firearms;
 - BB) Firearms assembled by a non-federally licensed retailer;
 - CC) Damage resulting from ammunition, including but not limited to: use of defective ammunition, hand-loaded or ammunition of the wrong caliber; use of high velocity, high pressure, reloaded or other nonstandard ammunition;
 - DD) Illegal modifications to the firearms;
 - EE) Illegal firearms;
 - FF) Home-made firearms;
 - GG) Firearms repaired by the owner;
 - HH) Firearms over thirty (30) years old;
 - II) Normal wear of any parts or surface finish, including metal, wood, plastic, rubber or other materials;
 - JJ) Cosmetic damage, including scratches or dents that do not otherwise affect the functionality of the Covered Product
 - KK) Damage due to fire; insects; animals; exposure to weather; windstorm; sand; dirt; hail; flood; water; acts of God or consequential loss of any nature; earthquake;
 - LL) Modifications post sale of firearm, even if sold by Federally Licensed Dealer;
 - MM) Any Accessories not included from manufacturer or retailer point of sale/ original point of sale. Any accessories must be purchased with firearm and attached by dealer at point of sale.

IF THE ADMINISTRATOR AUTHORIZES SERVICE FOR A CLAIM ON YOUR COVERED EQUIPMENT, AND IT IS THEN DETERMINED BY OUR AUTHORIZED SERVICE CENTER/TECHNICIAN TO BE EXCLUDED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT, OR RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS, YOU MAY BE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS.

OUR RIGHT TO RECOVER PAYMENT

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

CANCELLATION

You may cancel this Service Contract at any time by informing the Administrator in writing of Your 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 Equipment 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. Should We fail to pay any Claim or fail to replace the Equipment covered under this Service Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Service Contract, and We fail to refund any unearned portion of the Service Contract price, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

GENERAL PROVISIONS

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

RENEWABILITY

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

TRANSFERABILITY

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

ENTIRE AGREEMENT

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, Your Contract Purchase Receipt and 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.

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

By purchasing this Service Contract, You agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Texas, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that might arise between You and Us.

SPECIAL STATE REQUIREMENTS

Regulation of service contracts varies based on state of purchase and Retailer location. Any provision within this Contract that conflicts with the laws of the state in which this Contract was purchased (or where applicable, the state in which You are located), shall automatically be considered modified in conformity with such enforceable laws and regulations, and the language set forth below for such state shall supersede any other provision within this Contract to the contrary.

Alabama: HOW TO FILE A CLAIM - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-866-650-8478 or by visiting www.MyProtectionPlan360.com. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. Arbitration is non-binding in the state of Alabama. Arbitration proceeding shall be conducted in the country in which the consumer resides.

Arizona: LIMIT OF LIABILITY is amended as follows: in addition to that which is noted above, neither we nor the administrator nor the retailer shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time, lost data, or lost income/wages resulting from the failure of or damage to any covered product or component thereof, regardless of whether such failure or damage is covered under the provisions of this contract, or from delays in service or the inability to render service, or resulting from the unavailability of repair or replacement parts/components/items or inability to provide exact match replacement, or if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate; including any inherent product flaws.

EXCLUSIONS (WHAT IS NOT COVERED) - We shall not provide coverage only for those specifically listed items in the "EXCLUSIONS (WHAT IS NOT COVERED)" section which occurred while owned by You. "Pre-existing conditions" is amended to include: may not be excluded if such conditions were known or should reasonable have been known by Us or the Retailer. **CANCELLATION** is amended as follows: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

Arbitration does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance and Financial Institutions (DIFI). To learn more about the process, You may contact the Arizona Department of Insurance and Financial Institutions (DIFI) at 100 North 15th Avenue, Suite 261, Phoenix, AZ 85007-2630, ATTN: Consumer Affairs.

Arkansas: HOW TO FILE A CLAIM - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-(866)-650-8478 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 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 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.

Connecticut: This Service Contract is an agreement between the Obligor/Provider Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, (866) 650-8478 and You. Resolution of Disputes - In accord with CT Bulletin PC-90, a written complaint may be mailed to: 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, Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038, by calling 1-866-505-4048. **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, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation. **CANCELLATION** is deleted and replaced with the following: You may cancel Your Service Contract by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Contract is canceled by You, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. In the

event the Service Contract is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. **GUARANTY** section is deleted in its entirety.

Georgia: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You.

EXCLUSIONS (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. Any Arbitration provision is deleted in its entirety.

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. 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.

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.

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. 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.

EXCLUSIONS (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. **ARBITRATION**-Applicable Law is amended as follows: Nevada shall govern the provisions and substantive provisions of this Contract.

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 Wesco 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 Wesco 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.

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 76095, (866) 650-8478 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 ninety (90%) 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 (866) 650-8478 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. **HOW TO FILE A CLAIM** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-866-650-8478 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. **ARBITRATION**- The Arbitration Provision is deleted and replaced as follows: If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Plan holder. Arbitration will take place under the laws and will prevail unless it conflicts with the Federal Arbitration Act. Notwithstanding the foregoing, either party may bring an individual action in small claims court or trial by jury. This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. You agree that by entering into this Plan, You and We are each waiving the right to participate in a class action.

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

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

Utah: The Provider/Obligor is Guardsman US LLC, P.O. Box 1189 Bedford, TX 76065 (866) 650-8478. 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. **GUARANTEE** is amended as follows: Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the Insurance Company. **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. **EXCLUSIONS (WHAT IS NOT COVERED)**– What is excluded from coverage is limited to that which is expressly stated under the **"EXCLUSIONS (WHAT IS NOT COVERED)"** section of this Service Contract which occurred while owned by You. **GUARANTEE** is amended to include: A contract holder is entitled to apply directly to Wesco 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, 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. **GUARANTEE** 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, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract. DEFINITIONS – All references to “Service Plan/Agreement” are hereby deleted and replaced with “Service Contract”.

Wyoming: You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to you, or within ten (10) days if the Service Agreement was delivered to you at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. The Administrator will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event Administrator cancels the Service Agreement, Administrator will mail a written notice to you at your last known address at least ten (10) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by you relating to the covered property or its use, or a substantial breach of your duties relating to the covered product or its use. Obligations under this Service Agreement are insured by: Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038.