

## PROTECTION PLAN SERVICE CONTRACT TERMS AND CONDITIONS

This Service Contract is not a contract of insurance. Unless otherwise regulated under state law, the contents of this Service Contract should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637.

In exchange for the Price You pay, This Service Contract covers the Product(s) described on the Declarations Page or, if applicable, on Your Product Profile. This Service Contract includes the Declarations Page, these Terms and Conditions, any state specific Disclosures, applicable Addendums (if any), Your Product Profile (if applicable), along with Your purchase receipt(s). Your Service Contract must be made available for inspection when You require service.

**THIS SERVICE CONTRACT IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE COVERED BY THE MANUFACTURER. THIS SERVICE CONTRACT PROVIDES ADDITIONAL BENEFITS DURING THIS COVERAGE TERM. LOOK FIRST TO YOUR MANUFACTURER'S WARRANTY FOR COVERAGE. IF ANY PART OF YOUR MANUFACTURER'S WARRANTY OVERLAPS WITH THIS COVERAGE, THIS SERVICE CONTRACT IS SECONDARY TO YOUR MANUFACTURER'S WARRANTY COVERAGE.**

### DEFINITIONS:

**Administrator** means the entity responsible for administering this Service Contract. The Administrator is Federal Warranty Service Corporation, in all states, except in in Florida where the Administrator is United Service Protection, Inc., and in Oklahoma where the Administrator is Assurant Service Protection, Inc.. The address and phone number for each Administrator is P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578.

**Price** means the amount paid by You for this Service Contract.

**Product(s)** means Your covered personal property, listed on the Declarations Page, or registered by You and approved by Us. In addition, at Our discretion, coverage may extend to any replacement product provided by the device seller, the manufacturer, or by Us, under this Service Contract.

**Product Profile (if applicable)** means the personal user account You create on the website listed on the Declarations Page to register and manage Your Product(s) and view Your coverage details (including the Product(s), coverage term, Price, applicable deductible (if any), and other applicable coverage information.

**Provider/We/Us/Our** means the entity that is contractually obligated to You under the terms of this Service Contract. The Service Contract Provider is Federal Warranty Service Corporation in all states except in Florida where the Provider is United Service Protection, Inc, and in Oklahoma where the Provider is Assurant Service Protection, Inc. The address and phone number of each Provider is P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578.

**Seller** is the business entity that sold You this Service Contract.

**You/Your** means the Product(s) owner.

### COVERAGE TERM:

If You purchase this Service Contract at the same time You purchase Your Product(s), this Service Contract takes effect immediately and covers Your Product(s) up to the Coverage End Date listed on the Declarations Page or until cancelled by either You or Us. Please see Your Coverage Start Date and Coverage End Date on the Declarations Page.

If You purchase this Service Contract on a date later than the purchase of Your Product(s), this Service Contract takes effect thirty (30) days after the purchase of the Service Contract and covers Your Product(s) up to the Coverage End Date or until cancelled by either You or Us. Please see Your Coverage Start Date and Coverage End Date on the Declarations Page for Your coverage specifics.

### WHAT IS COVERED:

**MECHANICAL AND ELECTRICAL BREAKDOWN** – This Service Contract covers functional parts and labor costs necessary to repair Your Product(s) to the manufacturer's written specifications should Your Product(s) fail due to normal wear and tear. For consumer electronics repairs, We will restore Your Product's hardware and preloaded manufacturer's software to the original factory settings. This Service Contract also provides protection for Your Product(s) if the failure results from a power surge while they are plugged into a properly installed and functioning Underwriter's Laboratory approved surge protector. We may require You to send Your surge protector to Us for examination. We may choose to replace Your failed or damaged Product with a like kind and quality replacement product or settlement because either We are unable to repair Your Product,

the repair cost exceeds the current retail replacement value of Your Product, or Your Service Contract is a product replacement only.

**MECHANICAL AND ELECTRICAL BREAKDOWN WITH ACCIDENTAL DAMAGE** - This Service Contract provides all of the benefits under Mechanical and Electrical Breakdown along with failures for accidental damage (such as drops, collisions, liquid spills, structural breaks, and cracks).

#### **EXCLUSIONS:**

**MECHANICAL AND ELECTRICAL BREAKDOWN** - This Service Contract excludes any loss, repair or replacement due to acts of God; consequential, incidental or intentional damage; misuse, abuse, neglect (including when required maintenance is not performed as outlined by the manufacturer); services (failure or damage) caused by non-authorized repair personnel; pre-existing conditions known by You that occurred prior to the Coverage Start Date; rust, corrosion, insect infestation or fire; catastrophic damage (outside the scope of accidental damage); theft or burglary, mysterious disappearance, vandalism, transport, riot, environmental conditions, sand, dirt, failure or damage from exposure to weather conditions; loss or failure to or of antennas, external housing, casings, or consumables (including consumer replaceable batteries, ink, paper, belts, lights, knobs, buttons, etc.) that does not affect the mechanical or electrical function of the Product(s); loss or damage to customer replaceable batteries or rechargeable Product batteries; loss or damage to stored data, repairs related to viruses, or software that is added after the original Product(s) purchase; "no problem found" diagnosis or any defects that are subject to a manufacturer's warranty or recall (no matter if the manufacturer is in business nor not); claims for any loss caused by the use of Product(s) in a manner not recommended by the manufacturer; claims arising from any breach of implied or express warranties of Product(s) merchantability or fitness from the manufacturer.

**MECHANICAL AND ELECTRICAL BREAKDOWN WITH ACCIDENTAL DAMAGE** incorporates all of the exclusions listed for **MECHANICAL AND ELECTRICAL BREAKDOWN** except for the following - any loss, repair or replacement due to accidental damage, including spilled liquids, which are covered by this Service Contract.

#### **WHAT YOU MUST DO:**

To keep this Service Contract in force during the coverage term, You must maintain the Product(s) according to the manufacturer's specifications, including cleaning and maintenance. Failure to do so may result in a service denial. In the case of Product failure or damage, You are responsible to protect the Product from further damage and comply with the owner's manual. You must notify the Administrator in writing if Your address changes.

#### **IF YOU NEED SERVICE:**

**All claims must be reported as soon as reasonably possible.**

To arrange for service, call the toll-free number or visit Us at the website on the Declarations Page. A service representative will assist You to diagnose any technical difficulties that may exist with Your Product. To the extent that Our diagnosis confirms a covered failure, We will process Your claim and arrange for service. Our level of technical service provided under this Service Contract is specific to Your Product's hardware and preloaded manufacturer's software at time of purchase; it does not support customized or proprietary software, software/hardware training, or how to install software/applications on Your Product(s).

#### **REPAIR OPTION:**

Once We confirm the Product's failure or damage, We will setup service with an authorized servicer / repair center determined by Us based on Your location, the Product category, and service purchased. If Your Product requires an approved repair more than once within Thirty (30) calendar days, service must be completed by the same servicer/ repair center as the original repair. Our repair channels include:

- 1) If We determine that Your Product requires in-home/on-site service, We will repair Your Product at the Product's location (within the continental United States, Alaska and Hawaii). An adult (of legal age) must be present at the time of repair. The Product to be serviced must be readily accessible to the technician, as determined by Us. The technician will not remove or replace any structure, trim, mount, door, flooring, permanently affixed plumbing or piping, or external control system. The Product's removal also must not require either more than one person for safe removal nor special equipment, tools, or other equipment. Should We determine during the repair visit that We need to repair Your Product elsewhere, We will transport Your Product to and from our repair center. If Your Product's location is beyond a thirty-five (35) mile radius of an authorized servicer / repair center, You may be responsible to transport the Product to / from the designated servicer and assume any subsequent travel or shipping costs.
- 2) For depot service, We either will provide You a mailing label or box with a mailing label for You to return Your failed Product for repair. Once repaired, We will ship the Product to You.

- 3) If Your Product qualifies for carry-in service, repairs will be performed at an authorized repair center of Our choosing. You must contact Us to receive repair authorization prior to service. You may be responsible to transport Your Product to /from the repair center and assume any subsequent travel or shipping costs.

**REPLACEMENT OPTION:**

Should We choose to replace Your failed or damaged Product because either We are unable to repair Your Product, the repair cost exceeds the current retail replacement value of Your Product, or Your Service Contract is a Product replacement only plan, We either will:

- 1) Replace Your Product with a new, refurbished, or recertified product of like kind and quality. While We will try to accommodate specific replacement preferences such as equipment color, cosmetics, or features, this request is not guaranteed. The price of the replacement product will not exceed the current retail replacement value of the original Product, the Maximum Coverage per Claim, or any Limits of Liability listed on the Declarations Page less any applicable deductible. We will ship the replacement product to You.
- 2) Issue a cash credit equal to the value of the replacement product, not to exceed the current retail replacement value of the original Product, the Maximum Coverage per Claim, or any Limits of Liability listed on the Declarations Page less any applicable deductible. The cash credit, with Your authorization, will be deposited in Your account with the Seller and may be used by You toward the purchase of any eligible replacement product of Your choice.
- 3) Provide a settlement equal to the value of the replacement product, not to exceed the current retail replacement value of the original Product, the Maximum Coverage per Claim, or any Limits of Liability listed on the Declarations Page less any applicable deductible.

You are responsible to transport Your Product to Us and assume any subsequent travel or shipping costs such as express or expedited shipping, or any reshipping expenses. When You receive either the replacement product, cash credit, or settlement, the damaged/unrepairable Product becomes Our property should We choose to take possession of the Product in Our sole discretion.

For advance exchange replacements, once We receive the damaged/unrepairable Product, We will inspect the Product and validate that the reported failure is covered under this Service Contract. Should We determine that the failure resulted from an Exclusion in this Service Contract, We will contact You with Our findings and arrange to either:

- 1) Charge to You the difference between the value of the replacement product, cash credit, or settlement and the current market value of the damaged/unrepairable Product; or
- 2) Return the Product to You and charge You the value of the replacement product, cash credit, or settlement; or
- 3) Return the Product to You after You return the replacement product, cash credit, or settlement to Us. The returned replacement product must be in the same condition as when We sent it to You.

**DEDUCTIBLE (if applicable):**

You are responsible to pay the non-refundable deductible listed on the Declarations Page each time a claim event is complete.

**SERVICE FEE (if applicable):**

You are responsible to pay the non-refundable service fee listed on the Declarations Page each time a repair or replacement is complete.

**UNRECOVERED EQUIPMENT FEE (if applicable):**

If the damaged/unrepairable Product is not returned to Us within thirty (30) calendar days from the date We ship the replacement product to You, We will charge to You the non-refundable Unrecovered Equipment Fee listed on the Declarations Page. We reserve the right to collect any Unrecovered Equipment Fee due to Us under this Service Contract prior to issuing a replacement product, cash credit, or settlement.

**SHIPPING AND HANDLING FEE (if applicable):**

You are responsible to pay a non-refundable Shipping and Handling Fee each time a repair or replacement is shipped as listed on the Declarations Page.

**DELAYS:**

We will exercise reasonable efforts in providing service under this Service Contract, but We will not be liable for any damages arising out of delays; and in no event will We be liable for any consequential damages.

**PARTS:**

Replacement parts may be new, rebuilt, or non-original Manufacturer's parts and components.

## **INELIGIBLE FOR COVERAGE:**

This Service Contract does not cover personal property held in inventory, personal property held as Your stock in trade, or personal property bought for and/or used in a commercial setting. Products either not registered with Us or approved for coverage by Us as outlined in the Product(s) section or personal property not authorized or intended for sale in the United States by the product's manufacturer are ineligible for benefit under this Service Contract.

## **NO-LEMON POLICY:**

If Your Service Contract has a term of one (1) year or greater from the date of purchase and overlaps with the term of the one (1) year manufacturer's warranty and Your Product fails three (3) times due to the same part(s) failure during the Service Contract term, upon the fourth (4<sup>th</sup>) repair for the same problem, as determined by Us, We will replace Your Product according to the Replacement Option listed above.

## **CANCELLATION:**

You may cancel this Service Contract at any time for any reason by mailing a request for cancellation or calling the Administrator at the toll-free number listed above.

If You cancel this Service Contract within the first thirty calendar (30) days of the Coverage Start Date, and previously paid the Price for this Service Contract, and received no claims benefit, the contract is void and You will receive a full refund. If You cancel this Service Contract within the first thirty (30) calendar days, You previously paid the Price for this Service Contract, and You received a claim benefit, We will refund to You the unearned pro rata Price, less any claims paid as of the cancellation date. If You cancel after the first thirty (30) calendar days, we will refund to You the unearned pro rata Price, less any claims paid as of the cancellation date in addition to an administrative fee, not to exceed ten percent (10%) of the Service Contract Price or ten dollars (\$10) whichever is less. We are not responsible to provide You written notice of cancellation when You cancel this Service Contract.

If You cancel or do not renew Your service with the Seller for any reason, including nonpayment, this constitutes cancellation of the Service Contract by You, subject to the terms and conditions of this Service Contract.

We may cancel this Service Contract within the first sixty calendar (60) days for any reason. After sixty calendar (60) days, We may only cancel this Service Contract for (1) nonpayment of the Price; (2) fraud or material misrepresentation; or (3) substantial breach of duties by You. If We cancel due to fraud, material misrepresentation or a substantial breach of duties by You, We will provide You with written notice, with the cancellation date and the reason for cancellation, at Your last known mailing or email address (depending on Your chosen form of communication) at least thirty (30) calendar days before cancellation. We will refund the unearned pro-rata Price less any claims paid.

## **RENEWAL:**

We are not obligated to renew this Service Contract or offer You another Service Contract upon the Coverage End Date for Your Product(s). Should We choose to renew coverage, We reserve the right to change the provisions of this Service Contract (including Price and Deductible) upon giving You thirty (30) calendar days written notice prior to the date of renewal.

## **TRANSFER:**

This Service Contract is transferable. If You wish to transfer this Service Contract coverage on the Product (s) to another individual, You must notify the Administrator listed above in writing prior to the transfer being effective.

## **ARBITRATION:**

**READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.**

To begin Arbitration, either you or we must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting [www.adr.org](http://www.adr.org). We will advance to you all or part of the fees of the AAA and of the arbitrator. Unless you and we agree otherwise, the arbitration will take place in the county and state where you live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that you give up your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering your Claims. Please refer to the State Disclosures section of this Service Contract for any added requirements in your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and we specifically agree to waive and forever

give up the right to a trial by jury. Instead, in the event any litigation arises between you and us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

**PRODUCT OWNER:**

PRODUCT(S) COVERED DESCRIPTION – MAKE/MODEL		COVERAGE START DATE 12:01 a.m. Standard time at the address shown above	COVERAGE END DATE 12:01 a.m. Standard time at the address shown above	
SERIAL NUMBER		PRODUCT PURCHASE DATE	MAXIMUM COVERAGE PER CLAIM	
COVERAGE PURCHASED	PRICE	UNRECOVERED EQUIPMENT FEE	SERVICE FEE	SHIPPING AND HANDLING FEE

Deductible Schedule:

Deductible Applicable to each Coverage or Settlement Method			

LIMITS OF LIABILITY

The maximum number of replacements is one (1). No further replacements will be provided. Such replacement shall constitute fulfillment of the Service Contract and will discharge all further obligations.

**For support and service contact: 1-877-307-9217.**

THIS COVERAGE IS SUBJECT TO CONDITIONS AND PROVISIONS SET FORTH ON THIS PAGE AND THE ENCLOSED DOCUMENTS. PLEASE READ THEM CAREFULLY.

