

OUT OF WARRANTY PRODUCT SERVICE CONTRACT

Terms & Conditions

Administered by Guardsman US LLC, Inc. ♦ P.O. Box 1189 ♦ Bedford, TX 76095 ♦ Toll Free 1-888-446-8008

Thank you for purchasing the Guardsman Consumer Core Product!

We hope You enjoy the added comfort and protection this Out of Warranty Product 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 Product Purchase Receipt 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/NSI

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, who is 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 59 Maiden Lane, 43rd Floor, New York, NY, 10038). In Florida: **“We”, “Us”, and “Our”** shall mean Technology Insurance Company, Inc., (License No. 03605) and **“You”, “Your”**: the purchaser/owner of this Service Contract who is to receive the coverage provided hereunder.
- **“Abuse”**: the treatment of the Product in a harmful, injurious, malicious, or offensive manner which results in its damage and/or failure.
- **“Accidental Damage From Handling (ADH)”**: ADH is not covered by this Service Contract. If you Covered Product sustains damage resulting from a defined ADH covered Claim, this Service Contract provides coverage for labor and/or parts required to repair Your Covered Product. NOTE: Not all types of accidental damage is covered; be sure to read the EXCLUSIONS section carefully.
- **“Administrator”**: the entity responsible for administering benefits to You in accordance with the Service Contract terms and conditions, who is Guardsman US LLC, PO Box 1189, Bedford, TX 76095 (In Florida: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202).
- **“Claim”**: a demand for payment in accordance with this Contract sent by You to the Administrator or Us.
- **“Commercial Use”**: use of the Product for competitive, rental, business, educational or institutional purposes.
- **“Contract Purchase Receipt”**: the receipt document (paper or e-mail) provided to You as proof of Your Contract purchase that confirms the Term, Covered Product, Deductible, and the purchase date of Your Service 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,
- **“Cosmetic Damage”**: damages or changes to the physical appearance of the Product that does not impede or hinder the Product’s normal operational function, such as scratches, abrasions, or changes in color, texture, or finish.
- **“Covered Product(s)”, “Product(s)”**: the eligible item(s) that meet(s) the PRODUCT ELIGIBILITY requirements outlined below that is/are covered under this Service Contract. the item(s) which You purchased with and is covered by this Service Contract, including home electronics, televisions, laptops, small kitchen appliances, major appliances refrigerators, washer, indoor furniture and/or outdoor furniture.
- **“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.
- **“Failure”**: the mechanical or electrical breakdown of Your Product to perform its intended function due to defects in materials or workmanship during normal usage of Your Product.
- **“Retailer”**: the merchant authorized by Us to sell this Service Contract to You.
- **“Plan”**: the specific “COVERAGE PLAN OPTION” under this Contract that You have selected and purchased, as confirmed on Your Contract Purchase Receipt.
- **“Product Purchase Receipt”/“Sales Receipt”**: the receipt document (paper or email) provided as proof of Your Product purchase that indicates the date in which the Product was purchased along with the Product Purchase Price and product description.
- **“Product Purchase Price”**: the amount paid by You for the Covered Product; excluding including any applicable taxes and/or fees.
- **“Term”**: the period of time in which the provisions of this Service Contract are valid, as indicated on Your Product Purchase Receipt/Sales Receipt.
- **“WAITING PERIOD”**: the period of time starting on the Service Contract purchase date, through ninety (90) days thereafter, during which time no Claims are considered for coverage under this Service Contract.
- **“You”, “Your”**: the purchaser/owner of the Product covered by 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.**)

PRODUCT ELIGIBILITY & YOUR RESPONSIBILITIES UNDER THIS CONTRACT (MAINTENANCE AND INSPECTION)

In order for an item to be considered eligible for coverage under this Contract, the following criteria must be met:

- a) The item must be fully operational and not damaged as of the Contract purchase date. NOTICE: the Retailer and/or Administrator may require the submission of photographs of the item, as well as written confirmation from You that it is fully operational and not currently damaged.)
- b) The item must be no more than five (5) model years in age from the original date of purchase
- c) The item must be intended for residential / personal use and not for commercial use, unless the Optional Coverages for commercial coverage has been purchased and is indicated on Your sales receipt . Accessories and/or add-on options purchased separately and not essential to the basic function of the Product are not eligible for coverage.

Additionally, the item must be one of the following:

- Major Appliances – such as washing machines, dryers, dishwashers, refrigerators, freezers, ranges, cook tops, ovens, microwave ovens
- Televisions – LCD,LED,3D, 4K, plasma, OLEDs TVs, Micro Display, projection TVs, projectors, custom home theater, screen protection (NOTE: Mitsubishi and projection televisions are excluded from Coverage)
- Electronics – tablet computer, laptops/notebooks, camera/camcorder, headphones
- Home – furniture, Home security, lamps, lawn equipment, lawn and garden, fitness equipment

Coverage outlined in this Service Contract only applies to Product not covered under any other insurance warranty, guaranty and/or service contract providing the same benefits as outlined herein. Product must also be solely intended for normal personal use and not intended for Commercial Use. Accessories that attach to and are purchased concurrently with the Product are also eligible for coverage under this Service Contract.

IMPORTANT PRODUCT INFORMATION

If Your original Covered Product 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 product. 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: WCPS-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

Coverage begins upon expiration of the ninety (90) day **WAITING PERIOD** from the Service Contract purchase date and continues for the period of time defined on Your Product Purchase Receipt/Sales Receipt ("Term").

This Service Contract shall terminate completely upon replacement of Your Product or at the end of the Term specified in Your Product Purchase Receipt/Sales Receipt, whichever occurs first. All Products replaced under this plan are the property of Us in their entirety.

Accidental Damage from Handling (ADH) Coverage: Coverage for ADH begins on the date of Product purchase and continues for the period defined on Your sales receipt. Coverage for the mechanical or electrical Failure of Your Product is subject to the terms and conditions described in this document.

WHAT IS COVERED

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

After a ninety (90) day **WAITING PERIOD** from the Contract purchase date, We agree to repair Your Product in the event Your Product is rendered inoperable due to a mechanical or electrical Failure during the term of this Service Contract, as long as the Product is not covered under any other insurance, warranty, guarantee and/or service agreement. If We determine, in Our sole discretion, that Your Product cannot be repaired, We will replace it with a Product of like kind and quality that is of comparable performance or reimburse You for replacement of the Product with a voucher or gift card, at Our discretion, equal to the current market value of the Product, as determined by Us, not to exceed the original purchase price of Your Product, excluding taxes and subject to the LIMITS OF LIABILITY section of this Contract. Parts used to repair or replace Your Product may be new, used, refurbished, and/or non-original manufacturer parts that perform to the factory specifications of Your Product.

This Service Contract does not cover repair or replacement of the Product for any of the causes, or provide coverage for any losses set forth in the WHAT IS NOT COVERED section.

1. This Service Contract covers parts and labor costs to repair – or at Our sole discretion, replace – Your Product in the event it experiences a Failure, as defined; unless otherwise stated in the WHAT IS NOT COVERED section of this Service Contract.
2. Your coverage under this Service Contract begins upon expiration of the ninety (90) day **WAITING PERIOD** from the Contract purchase date and continues for the period of time defined on Your sales receipt. Parts and services that are the subject of a manufacturer's recall are the responsibility of the manufacturer and are not covered under this Service Contract.
3. Technological advances may result in a replacement Product with a lower selling price than Your original Product. No refunds will be made based on the replacement Product cost difference.
4. When applicable, at Our discretion, replacement parts or Products may be new or rebuilt to meet the manufacturer's specifications of the original Product at Our discretion. Our obligations under this Service Contract will be fulfilled in their entirety if We replace Your Product with a new or refurbished Product or issue You a voucher or gift card for replacement value of Your Product pursuant to the terms and conditions of this Contract.
5. Parts and/or Products replaced under the terms and conditions of this Service Contract become Our sole property, except where prohibited by law. An inspection of Your Product may be required prior to its replacement. If required all costs related to the return shipment of the defective Product shall be Our responsibility.

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: Parts used for repairs may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of Your original Covered Product.

About Replacements: Reasonable efforts will be made in order to replace Your original Covered Product 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 is at least of equal features and functionality, but it may be a different brand or color from Your original Covered Product. Additionally, please note that sometimes technological advances that are out of Our control may result in a replacement that has a lower selling price than Your original Covered Product, and this Contract does not provide any reimbursement for such a cost difference. Also know that any/all parts, components, or whole items that We provide replacement for will automatically become Our property. *Note: You may be required to ship or deliver the defective Product prior to receiving an authorized replacement product.*

About Reimbursements: In the event We determine to provide You with reimbursement towards the replacement of the defective Product, 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 Product Purchase Price shown on Your Contract Purchase Receipt and/or Your Product Purchase Receipt/Sales Receipt. *Note: You may be required to ship or deliver the defective Product prior to receiving any authorized reimbursement.*

OPTIONAL COVERAGES

Screen Protection Coverage: If Screen Protection Coverage is purchased, We will furnish labor and/or replacement parts necessary to replace Your covered screen should it become cracked or broken for reasons other than mechanical or electrical defects, failures, willful customer abuse or manufacturer defects. This coverage is limited to two screen replacements during the term of this Service Contract and must be purchased in conjunction with a Repair Plan. This coverage provides carry-in service unless the corresponding Repair Plan provides on-site service.

Commercial Coverage: Commercial Coverage is required for any Product(s) that is: (1) equipment that has been specifically manufactured for commercial use; or (2) used in a commercial setting environment (i.e. for use other than in a residential single-family setting). Note: Except as otherwise provided in this subsection, Commercial Coverage does not provide any of the benefits under the "OPTIONAL COVERAGES" or "ADDITIONAL BENEFITS TO YOUR SERVICE CONTRACT" sections.

Accidental Damage from Handling Coverage (ADH Coverage): If purchased, ADH Coverage augments Your Service Contract by providing protection against sudden and unforeseen accidental damage to Your Product; provided such damage was in the course of regular use of the Product by You, and subject to the following exclusions: ADH COVERAGE DOES NOT PROVIDE PROTECTION AGAINST WEAR AND TEAR, THEFT, MYSTERIOUS DISAPPEARANCE, MISPLACEMENT, VIRUSES, RECKLESS, ABUSIVE, WILLFUL OR INTENTIONAL CONDUCT ASSOCIATED WITH HANDLING AND USE OF THE PRODUCT, COSMETIC DAMAGE AND/OR OTHER DAMAGE THAT DOES NOT AFFECT UNIT FUNCTIONALITY, OR DAMAGE CAUSED DURING

YOU AND OUR SERVICE PROVIDERS. IF PROTECTIVE ITEMS SUCH AS COVERS, CARRYING CASES OR POUCHES, ETC. WERE PROVIDED OR MADE AVAILABLE FOR USE WITH YOUR PRODUCT, IT IS EXPECTED THAT YOU WILL CONTINUALLY USE THESE ACCESSORIES FOR PROTECTION AGAINST DAMAGE TO YOUR PRODUCT. "ABUSE" IS DEFINED AS YOUR INTENTIONAL NON-UTILIZATION OF PROTECTIVE ITEMS DURING THE USE OF YOUR PRODUCT, OR YOUR TREATMENT OF THE PRODUCT(S) IN A HARMFUL, INJURIOUS OR OFFENSIVE MANNER THAT MAY RESULT IN ITS DAMAGE. ANY RESULTANT DAMAGE FROM THIS TYPE OF TREATMENT IS NOT COVERED BY ADH COVERAGE.

Major Component Coverage for Appliances: If Major Component Coverage for Appliances is purchased, We will furnish the covered replacement part(s) required to repair the Failure of Your Product. Coverage is only provided for replacement parts for covered major components, and does not include labor or trip charges, or any other parts that should fail. If the manufacturer's warranty for the covered component is less than five (5) years, total parts coverage will be five (5) years from the date of Product purchase (inclusive of the manufacturer's warranty); if the manufacturer's warranty for the covered component is equal to or greater than five (5) years, total parts coverage will be ten (10) years from the date of Product purchase (inclusive of the manufacturer's warranty) under this Major Component Coverage.

ADDITIONAL BENEFITS

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

POWER SURGE PROTECTION: This Service Contract also covers the Failure of Your Product resulting from a power surge caused by power outage while Your Product is properly connected to a surge protector approved by the Underwriter's Laboratory Inc. (UL) (not required for Major Appliances). POWER SURGE DOES NOT COVER DAMAGES CAUSED BY IMPROPER INSTALLATION OR CONNECTION TO AN INCORRECT POWER SOURCE.

FOOD LOSS PROTECTION FOR REFRIGERATORS OR FREEZERS ONLY: We will reimburse You up to the limit of five dollars (\$5.00) per cubic foot of storage space and a maximum of five hundred dollars (\$500.00) per calendar year for any food spoilage resulting from a covered Failure to Your Product. Request for service should be initiated within 24 hours from discovery of refrigeration Failure. We reserve the right to request purchase receipts and/or a list of spoiled contents for food spoilage claims reported to Us.

LEMON PROTECTION: If We have completed two (2) service repairs for the same problem on an individual Product or component, which first began after the manufacturer's warranty term had expired, and if the Product or component requires a third repair for the identical problem as determined by Us, We reserve the right to replace the Product with one of like kind and quality, not to exceed the original retail purchase price excluding shipping, handling, and taxes. Once a covered product is replaced, then this contract is considered fulfilled and coverage ends.

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 customercare@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 WCPS, 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 required to pay the Deductible amount specified on Your Contract Purchase Receipt and/or Your Product Purchase Receipt Sales Receipt prior to receiving covered services under this Contract (if any).

Your Deductible is \$50 per Claim You are not required to pay a Deductible prior to receiving service under this Contract.

If your plan includes a deductible, the amount shall be defined on the receipt for the purchase of this Service Contract.

HOW TO FILE A CLAIM – GENERAL

IMPORTANT: The submission of a Claim does not automatically mean that the damage to or breakdown of the Product 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 authorization number.

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

1. If Your Product breaks within the first 30-days of purchase, You may return it to the Retailer for a refund or replacement.
2. After 30-days from the date of purchase, go online to www.MyProtectionPlan360.com or call toll-free 1-(866) 650-8478 with Your Contract Purchase Receipt and/or Your Product Purchase Receipt Sales Receipt readily available.
3. Explain the problem Your Product is experiencing and provide the Administrator any additional information/documentation in order to validate Your Claim.
4. 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 Product 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

The following is determined at the Administrator's sole discretion as deemed appropriate for the particular problem Your Product is experiencing and based on the explanation You 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 Product that is eligible for In-Home/On-Site Service, We will arrange for Your Product to be serviced at Your location; provided You have prepared the following provisions: (1) accessibility to the Product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Product. In the event it is necessary to continue certain repair services at a repair center, You may be required to ship/transport the Product to a repair center designated by the Administrator. In such circumstances, the shipping/transportation charges will be Your responsibility covered under this Contract. 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 Product that is eligible for Depot Service, this Contract covers the costs required for the safe shipping of Your Product to and from Our authorized depot center. You are responsible for the safe shipping of Your Product to Our authorized depot center, as directed by the Administrator, and the costs required for the safe shipping of the Product back to Your location is covered by this Contract.
- For Product that is eligible for Carry-In Service, You are responsible for transporting Your Product to and from Our authorized service center. In the event Your Product needs to be shipped to another location determined by Us, costs required for the safe shipping of Your Product to and from Our authorized service center is covered by this Contract. You are responsible for the safe shipping of Your Product to and from Our authorized service center. The service call charge is payable to the servicer at the time of service. If Our diagnosis indicates that the failure is not covered by this Service Contract, You may be responsible for all service fees incurred for such diagnosis. Televisions 40" and larger

will receive In-Home Service as stated above; all Televisions smaller than 40" will be repaired at an authorized depot center. We will provide three (3) way shipping for Televisions designated for depot repair.

LIMIT OF LIABILITY

During Your Contract Term, the maximum amount that We are obligated to pay in connection with all Claims pursuant to this Contract shall not exceed (at Our sole Discretion):

1. The accumulation of costs for repairs and/or services to Your covered Product equal to the original Product purchase price; OR
2. One (1) replacement of Your whole original covered Product; OR
3. A one-time reimbursement equal to the fair market value of the original covered Product;
Whichever occurs first.

Once any one of the above limits has been met, Our obligations will be considered fulfilled and coverage under this Contract ends

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 RESULTING FROM DAMAGE TO OR BREAKAGE OF THE COVERED PRODUCT, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS.

EXCLUSIONS (WHAT IS NOT COVERED)

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

- | | |
|---|---|
| <p>a) pre-existing conditions incurred or known to You ("pre-existing" means a condition that within all reasonable mechanical or electrical probability relates to the mechanical fitness of Your covered Product prior to issuance of this Service Contract);</p> <p>b) improper packaging and/or transportation by You or Your representative resulting in damage during shipment to a service center or relocation of the covered Product;</p> <p>c) installation, removal, reinstallation or improper installation of components, upgrades, attachments or peripherals;</p> <p>d) products and/or components that are used in applications that require continuous business and/or commercial operation, or are used for commercial unless the Optional Coverage for commercial coverage has been purchased and is indicated on Your sales receipt, industrial, educational or public use purposes or offered on a rental basis, or coin-operated products;</p> <p>e) damage or Failure caused by riot, nuclear radiation, war or hostile action, radioactive contamination, etc.;</p> <p>f) damage from freezing or overheating;</p> <p>g) inadequate plumbing venting electrical or gas service;</p> <p>h) interruption of gas or electrical service;</p> <p>i) neglect, negligence, misuse, abuse, intentional physical/mechanical/electronic damage, physical damage or malicious mischief, theft or mysterious disappearance, vandalism, rust, corrosion, warping, bending, animal or insect infestation, etc. to the covered Product or any component;</p> <p>j) damage or Failure due to causes beyond Your control such as environmental conditions, exposure to weather conditions or acts of nature, including but not limited to: fire, floods, smoke, sand, dirt, lightning, moisture, water damage of any kind, whether from fresh water, saltwater or other water intrusion, storms, wind or windstorm, hail, earthquake, other external perils of nature;</p> <p>k) repairs necessitated by operation outside the manufacturer operational or environmental specifications;</p> <p>l) battery failure or leakage;</p> <p>m) collision with another object, collapse, explosion, liquid spillage of any kind by any owner, employee, third party, repair personnel, etc., unless covered under a service contract which specifically includes any of the defined causes;</p> <p>n) accidental damage, including physical/mechanical/electronic damage cause by dropping, unless the ADH plan defined in the "optional coverages" section of this document has been purchased;</p> <p>o) damage, warping, bending or rusting of any kind to the housing, cabinetry, supports, outside casing or frame of the product;</p> <p>p) improper or inadequate storage;</p> <p>q) damage to a covered part caused by a non-covered part;</p> <p>r) improper installation of customer replaceable components, modules, parts or peripherals and/or installation of incorrect parts;</p> <p>s) any resultant malfunction or damage of or to an operating part of the covered product from failure to provide manufacturer's recommended maintenance or operation/storage of the covered product in conditions outside manufacturer specifications or use of a covered product in such a manner as would void coverage under the manufacturer's warranty or that are used in a manner inconsistent with the design of the equipment or manufacturer instructions or specifications;</p> <p>t) operational errors on the part of the consumer (e.g., as abnormal ice build-up in a refrigerator or freezer);</p> <p>u) removal, installation, reinstallation, unauthorized repairs, etc., of any internal component or covered product including but not limited to</p> | <p>adjustments, manipulation or modifications made by anyone other than a service technician authorized by Us;</p> <p>v) loss of power, improper use of electrical/power, power 'brown-out', power overload or power surge, unless covered as further defined in the "additional benefits" section of this service contract;</p> <p>w) unauthorized modifications and adjustments, alterations, manipulation or repair made by anyone other than a service technician authorized by Us;</p> <p>x) damage/Failure due to improper lubrication, stale fuel or use of a fuel containing more than 10% ethanol;</p> <p>y) damage resulting from computer viruses;</p> <p>z) covered products subject to a manufacturer recall, warranty or rework to repair design or component deficiencies, improper construction, manufacturer error, etc.; regardless of the manufacturer's ability to pay for such repairs;</p> <p>aa) equipment sold without a manufacturer's warranty or 'as is';</p> <p>bb) covered products with removed or altered serial numbers;</p> <p>cc) consequential damages or delay in rendering service under this Service Contract, or loss of use or data during the period the covered product is at an authorized repair facility or otherwise awaiting parts;</p> <p>dd) non-Failure problems, including but not limited to noises, squeaks, etc.;</p> <p>ee) normal periodic or preventative maintenance, user education, set up adjustments;</p> <p>ff) cleanings or any repair covered by a manufacturer warranty, service contract or other insurance;</p> <p>gg) software and software related problems;</p> <p>hh) repairs for cosmetic damage or imperfections or to structural items;</p> <p>ii) failure to product attachments essential to the basic function of the product but not provided by the manufacturer or not included in the original sale of the covered product;</p> <p>jj) television or personal computer monitor screen imperfections, including burned-in images in CRT or plasma screens caused by video games, prolonged display of one or more video signals, unit abuse, or for any other reason, and cracked screens, unless a screen protection plan has been purchased under this Service Contract;</p> <p>kk) repair of LCD/plasma resolution/failure, pixel burnout or other image failure not in accordance with the manufacturer's specifications and/or minimum display standards or minor pixel illumination issues that do not affect the overall viewing of the panel such as, but not limited to: missing pixels, intermittent pixels, or wrong color pixels;</p> <p>ll) control adjustments made to televisions to enhance screen image quality;</p> <p>mm) plasma televisions in use at or above 6,000 feet above sea level, unless specifically designed for use above that altitude;</p> <p>nn) failure to reset timer after a lamp replacement or exploding or dimming lamps;</p> <p>oo) this Service Contract excludes assisting consumers to obtain necessary hardware (converter boxes) for converting analog television signals to digital television signals or for any repairs or modifications as a result of the unavailability of analog broadcasting;</p> <p>pp) any damage to recording media including any program, data or setup resident on any mass storage devices including but not limited to hard drives, CD-rom devices, floppy diskettes, tape drives or tape backups as a result of the malfunction of or damage to an operating part of the covered product;</p> <p>qq) signal reception or transmission problems resulting from external causes;</p> <p>rr) repair or replacement costs for lost components not originally covered by the manufacturer's warranty or are considered expendable or consumer replaceable items or any non-operating or non-motor driven mechanical part, including but not limited to: plastic parts or other parts such as accessory cables, air, fuel, oil or water filters, augers, bags, baskets/buckets,</p> |
|---|---|

batteries, belts, blades, bolts, brakes, bright metal, briquettes, brushes, bulbs, cabinets, cables, caps, carburetor, chain bars, connectors, cords, decks, developer, dials, disks, drawers, drills bits, drive belts, drums, dry clutch assemblies, exhaust system parts, external chains, fabrics, fan belts, finish defects, frames, freeze plugs, fuel of any kind, , glass, grates, grinder pads, handles, hinges, hoses, impellers, ink or ink cartridges, keypads, keys, knobs, lamps, latches, lava rocks, LED's, LCD's, lights, liners, lines, lint screens, LP tanks, masks, moldings, mower blades, needles, nozzles, oil, ornamentation, paint, plastic body or molding, rack rollers, racks, ribbons, sandpaper, scratched lenses, seats, sheet metal, shelves, spark plugs, staples; supports, suspension, tires, toner, trimmer heads, tubes, tubs, wheel covers, wheels, wiring, or any other parts or materials which are

designed to be consumed during the life of the covered product; (as) internal or in-line blowers located in the attic, roof or an outside exhaust; ss) rust corrosion, warping, bending, animal (Damage) or insect infestation; tt) cost of removal or disposal of the product in order to comply with EPA disposal requirements; uu) cost of preventative maintenance, cleaning, alignments, seized or damaged parts or other service resulting from failure to maintain proper levels of lubricants or coolants, using contaminated, stale or improper fuel; ww) liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the covered product; ww) service or replacement outside of the United States of America xx) Mitsubishi and projection televisions;

IF THE ADMINISTRATOR AUTHORIZES SERVICE FOR A CLAIM ON YOUR COVERED PRODUCT, AND IT IS THEN DETERMINED BY OUR AUTHORIZED SERVICE CENTER/TECHNICIAN TO BE EXCLUDED UNDER THE TERMS AND CONDITIONS OF THIS 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), and minus an administrative fee not to exceed ten percent (10%) of the Service Contract Purchase Price or twenty-five dollars (\$25.00), whichever is less, unless otherwise provided by state law. 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.

GUARANTEE

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 Product 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.

RENEWABILITY

This Contract is not renewable.

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

This Contract cannot be transferred to any other party or item.

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.*

ENTIRE AGREEMENT

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

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.

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 Contract which conflicts with the laws of the state where You live will 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 Contract was purchased in one of the following states and supersede any other provision within Your Contract terms and conditions 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 county in which the consumer resides.

Arizona: **CANCELLATION** is amended as follows: If a cancellation fee is applicable, it will not exceed ten percent (10%) or twenty five dollars (\$25), whichever is less, of the gross amount paid for the Service Contract and only applies to cancellations by the contract holder after 30 days. **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 to Us or the Retailer. The Arbitration Provision 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: **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 the 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 Product 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, 1-866-650-8478 and You. In the event of a dispute with the 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 Service Contract. **GUARANTEE** 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 Contract 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 Product 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 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. If after 60 days, the Service Agreement is canceled by You, You will receive not less than 90 percent (90%) of the unearned pro-rata premium, less any claims paid on the agreement. 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 an administrative 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. **EXCLUSIONS (WHAT IS NOT COVERED)** - Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. Any arbitration provision is deleted in its entirety. **"PRE-EXISTING CONDITIONS** - is replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract. Arbitration is non-binding in Georgia.

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.

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. Unauthorized repairs may not be covered.

Wyoming: You may return this Service Contract within twenty (20) days of the date this Service Contract was provided to you, or within ten (10) days if the Service Contract was delivered to you at the time of sale. If you made no claim, the Service Contract 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 Contract to the Administrator. These provisions apply only to the original purchaser of the Service Contract. In the event Administrator cancels the Service Contract, 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 Contract are insured by: Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038.

These terms & conditions are available on the Administrator's website at www.MyProtectionPlan360.com/NSI or Call 1-888-446-8008 to have a copy mailed to You.