

"MICROSOFT COMPLETE"

Service Contract Terms & Conditions

CONGRATULATIONS! Thank You for Your recent purchase of "Microsoft Complete". Please keep this important terms and conditions document (the **"Service Contract"**, **"Contract"**) along with the Contract Purchase Receipt together in a safe place, as both will be needed at time of Claim. The information contained in this Contract is intended to serve as a valuable reference guide to help You determine and understand **"WHAT IS COVERED"** under Your

Contract. For any questions regarding the information contained in this Contract, or coverage in general, please contact the Administrator toll-free at 1877-696-7786.

DEFINITIONS

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

- **"We", "Us", "Our", "Obligor", "Provider", "Administrator"**: the party obligated to provide service under this Contract as the service contract provider/obligor, as well as handle the administration under this Contract as the service contract administrator, who is Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114; unless otherwise noted in the SPECIAL STATE REQUIREMENTS section.
- **"Retailer"**: the seller that has been authorized by Us to sell this Contract to You.
- **"You", "Your"**: the purchaser/owner of the Product(s) covered by this Contract.
- **"Product(s)"**: the item(s) which You purchased with and is covered by this Contract.
- **"Original Purchase Price"**: the amount paid by You for the covered Product(s); excluding any applicable taxes and/or fees, as indicated on Your Contract Purchase Receipt.
- **"Contract Purchase Receipt"**: the receipt document (paper or e-mail) provided to You as proof of Contract purchase that indicates the Coverage Plan Option elected, Term and date in which the Contract was purchased; which must be attached to and forms part of the ENTIRE AGREEMENT between Us and You.
- **"Term"**: the period of time in which the provisions of this Contract are valid.
- **"Claim"**: a demand for payment in accordance with this Contract sent by You.
- **"Failure"**: the mechanical and/or electrical breakdown of Your Product to perform its intended function including defects in materials or workmanship; occurring during normal use of the Product.
- **"Power Surge"**: damages to the Product resulting from an oversupply of voltage to Your Product while properly connected to a surge protector approved by the Underwriter's Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Product to a power source.
- **"Deductible"**: the amount You are required to pay, per Claim, for services covered under this Contract (if any).
- **"ADH"**: accidental damage from handling; such as damage resulting from resulting from dropping the covered Product, liquid spillage, or in association with screen breakage. *Separate purchase for ADH coverage is required. NOTE: ADH coverage is not available for all Product types or Coverage Plan Options.*

SERVICE CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

1. **Coverage for damages to Your Product resulting from Power Surge or, if purchased/ applicable, ADH** begins upon Product purchase date and continues for the Term shown on Your Contract Purchase Receipt.
2. **Coverage for a Failure (as defined above)** begins upon expiration of the shortest portion of the manufacturer's original parts and/or labor warranty and continues for the remainder of Your Term shown on Your Contract Purchase Receipt.

PRODUCT ELIGIBILITY

In order to be eligible for coverage under this Contract, the merchandise must be: (a) purchased from an authorized Retailer; (b) not covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined herein; and (c) solely intended for normal residential/personal use (NOT intended for commercial use; such as rental, business, educational or institutional use).

WHAT IS COVERED – GENERAL

In accordance with the SERVICE CONTRACT TERM described above, in the event of a covered Claim this Contract provides labor and/or parts required to repair the covered Product, or at Our sole discretion, replacement of the originally covered Product in lieu of repair.

1. **About Repairs:** Parts used to repair the Product may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the original Product.

2. *About Replacements:* In the event We determine the original Product cannot be repaired, We will make every reasonable effort to replace the defective Product with one of the same model/features; however, We reserve the right to replace the defective Product with one of equal or similar features and functionality.

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. If a replacement item is provided, technological advances may result in a replacement product with a lower selling price than the originally covered Product, and no reimbursement based on any replacement item cost difference will be provided. Any and all parts or units replaced under this Contract become Our property in their entirety.

(Rev. 09/2014 Consumer)

COVERAGE PLAN OPTIONS

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

1. LAPTOP/DESKTOP PLANS:

A) LAPTOP/DESKTOP PLAN (NO ADH) – If You purchased a Laptop or Desktop Plan ("Your Plan") as indicated on Your Contract Purchase Receipt, Your Plan includes coverage for Your Product as described in the WHAT IS COVERED section above.

DEDUCTIBLE – LAPTOP/DESKTOP PLAN (NO ADH): Under Your Plan, no Deductible payment is required.

LIMIT OF LIABILITY – LAPTOP/DESKTOP PLAN (NO ADH): During Your Plan Term, the maximum amount that We will pay for services in connection with all Claims pursuant to this Contract will not exceed the Original Purchase Price of Your Product. In the event We make payments for repairs; which in the aggregate are equal to the Original Purchase Price of Your Product, or We replace Your Product for any reason, Our obligation to You under this Contract will be considered fulfilled and coverage ends.

B) LAPTOP/DESKTOP PLAN with ADH – If You purchased a Laptop or Desktop Plan including ADH ("Your Plan") as indicated on Your Contract Purchase Receipt, in addition to providing service as described in the WHAT IS COVERED section above, Your Plan also provides labor and/or parts required to repair Your Product if it experiences sudden and unforeseen ADH; such as damage resulting from dropping the Product, liquid spillage, or in association with screen breakage.

DEDUCTIBLE – LAPTOP/DESKTOP PLAN with ADH: Under Your Plan, You are required to pay a \$49.00 Deductible, per covered Claim; which must be paid at the time services are authorized by the Administrator.

LIMIT OF LIABILITY – LAPTOP/DESKTOP PLAN with ADH: During Your Plan Term, the maximum amount that We are obligated to pay in connection with all Claims pursuant to this Contract is (at Our sole discretion) will not exceed the Original Purchase Price of Your Product. In the event We make payments for repairs; which in the aggregate are equal to the Original Purchase Price of Your Product, or We replace Your Product for any reason, Our obligation to You under this Contract will be considered fulfilled and coverage ends.

NOTICE – ABOUT ADH UNDER A "LAPTOP/DESKTOP PLAN": COVERAGE FOR DAMAGES RESULTING FROM ACCIDENTAL DAMAGE FROM HANDLING IS NOT PROVIDED UNLESS "ADH" HAS BEEN PURCHASED AND IS INDICATED ON YOUR CONTRACT PURCHASE RECEIPT.

2. SURFACE OR TABLET PLAN:

A) SURFACE OR TABLET PLAN (NO ADH) – If You purchased a Surface or Tablet Plan ("Your Plan") as indicated on Your Contract Purchase Receipt, Your Plan includes coverage for Your Product as described in the WHAT IS COVERED section above.

DEDUCTIBLE – SURFACE OR TABLET PLAN (NO ADH): Under Your Plan, no Deductible payment is required.

LIMIT OF LIABILITY – SURFACE OR TABLET PLAN (NO ADH): During Your Plan Term, the maximum amount that We are obligated to pay in connection with all Claims pursuant to this Contract is (at Our sole discretion):

- *For Non-ADH Covered Claims:*

- ☐ *Aggregate Repair Limit:* unlimited repairs to Your covered Product up to the amount equal to the Original Purchase Price of the covered Product. Once this Aggregate Repair Limit has been reached, Our obligations will be considered fulfilled and coverage under Your Contract ends.
- ☐ *Replacement Limit:* up to one (1) replacement of Your covered Product in the event We determine that the covered Product cannot be repaired. If Your Product has been replaced once for a non-ADH cause (such as Failure due to mechanical/electrical breakdown or damage resulting from Power Surge), Our obligations will be considered fulfilled and coverage under Your Contract ends.

- *For ADH Claims:*

- ☐ *NOT COVERED.*

B) SURFACE OR TABLET PLAN with ADH – If You purchased a Surface or Tablet Plan including ADH (“Your Plan”) as indicated on Your Contract Purchase Receipt, in addition to providing service as described in the WHAT IS COVERED section above, Your Plan also provides labor and/or parts required to repair Your Product if it experiences sudden and unforeseen ADH; such as damage resulting from dropping the Product, liquid spillage, or in association with screen breakage.

DEDUCTIBLE – SURFACE OR TABLET PLAN with ADH: Under Your Plan, You are required to pay a \$49.00 Deductible, per covered Claim; which must be paid at the time services are authorized by the Administrator.

LIMIT OF LIABILITY – SURFACE OR TABLET PLAN with ADH: During Your Plan Term, the maximum amount that We are obligated to pay in connection with all Claims pursuant to this Contract is (at Our sole discretion):

- *For Non-ADH Covered Claims:*
 - ☐ *Aggregate Repair Limit:* unlimited repairs to Your covered Product up to the amount equal to the Original Purchase Price of the covered Product. Once this Aggregate Repair Limit has been reached, Our obligations will be considered fulfilled and coverage under Your Contract ends.
 - ☐ *Replacement Limit:* up to one (1) replacement of Your covered Product in the event We determine that the covered Product cannot be repaired. If Your Product has been replaced once for a non-ADH cause (such as Failure due to mechanical/electrical breakdown or damage resulting from Power Surge), Our obligations will be considered fulfilled and coverage under Your Contract ends.
- *For ADH Covered Claims:*
 - ☐ *Aggregate Repair Limit:* unlimited repairs to Your covered Product up to the amount equal to the Original Purchase Price of the covered Product. For any one covered Claim, the maximum amount We will pay will not exceed to the Original Purchase Price of Your covered Product. Once this Aggregate Repair Limit has been reached, Our obligations will be considered fulfilled and coverage under Your Contract ends.
 - ☐ *Replacement Limit:* up to two (2) replacements for Your covered Product in the event We determine that the covered Product cannot be repaired. Once Your Product has been replaced twice for an ADH cause, Our obligations will be considered fulfilled and coverage under Your Contract ends.

NOTICE – About Replacements under a “SURFACE OR TABLET PLAN”: Under Your Plan, when a replacement is applicable and provided to You in lieu of repair, any accessories that are not integral to the basic function of Your Product will NOT be provided with a replacement device. Replacement devices may not be the same model or color as Your originally covered Product.

NOTICE – ABOUT ADH UNDER A “SURFACE OR TABLET PLAN”: COVERAGE FOR DAMAGES RESULTING FROM ACCIDENTAL DAMAGE FROM HANDLING IS NOT PROVIDED UNLESS “ADH” HAS BEEN PURCHASED AND IS INDICATED ON YOUR CONTRACT PURCHASE RECEIPT.

3. XBOX PLAN (NO ADH):

If You purchased the Xbox Replacement Plan (“Your Plan”) as indicated on Your Contract Purchase Receipt, in addition to providing service as described in section WHAT IS COVERED above, Your Plan also provides the benefits outlined below for the following components; when such components are purchased from Microsoft as a single bundle or package:

- One (1) Xbox console Product;
- One (1) Kinect motion sensing device Product; and ☐ Up to two (2) Xbox standard controller Products.

Replacement Benefits – In the event of a covered Claim, Your Plan provides:

- Up to one (1) replacement of Your originally purchased Xbox console Product;
- Up to one (1) replacement of Your originally purchased Kinect motion sensing device Product; and ☐ Up to two (2) replacements of Your originally purchased Xbox standard controller Product.

DEDUCTIBLE – XBOX PLAN: Under Your Plan, no Deductible payment is required.

LIMIT OF LIABILITY – XBOX PLAN:

- Once Your Xbox console and Kinect motion sensing device have been replaced, You will no longer be eligible for benefits in association with these two Product components of Your Xbox/Kinect system under Your existing Contract.
- Once Your Xbox standard controller Product has been replaced twice, You will be no longer eligible for benefits in association with this component of Your Xbox/Kinect system under Your existing Contract.

NOTICE – ABOUT ADH UNDER XBOX PLAN: COVERAGE FOR DAMAGES RESULTING FROM ACCIDENTAL DAMAGE FROM HANDLING IS NOT

4. SMARTPHONE PLAN WITH ADH:

If You purchased the Smartphone Plan (“Your Plan”) as indicated on Your Contract Purchase Receipt, in addition to providing service

COVERED AND IS NOT AVAILABLE FOR PURCHASE.

as described in the WHAT IS COVERED section above, Your Plan also provides labor and/or parts required to repair Your Product if it experiences sudden and unforeseen ADH; such as damage resulting from dropping the Product, liquid spillage, or in association with screen breakage. Additionally, Your Plan provides:

- **Defective Battery Replacement:** replacement of the Product's original rechargeable battery unit that was provided by the manufacturer and included with the purchase of the covered Product. (*Note: benefit is limited to one (1) battery replacement during Your Term*).
- **Damaged or Defective Buttons or Connectivity Ports:** labor and/or parts required to repair damaged or defective buttons or connectivity ports located on the Product, when such damage / defect results in Product functional impairment.
- **Defective Pixels:** labor and/or parts required to repair defective pixels on the display area of Your Product, when at least three (3) pixels are defective.
- **Dust, Internal Overheating, Internal Humidity/Condensation:** labor and/or parts required to repair Failure of Your Product resulting from dust, internal overheating, internal humidity or condensation; occurring during normal use of the Product.

DEDUCTIBLE – SMARTPHONE PLAN: Under Your Plan, You are required to pay a \$49.00 Deductible, per covered Claim; which must be paid at the time services are authorized by the Administrator.

LIMIT OF LIABILITY – SMARTPHONE PLAN: During Your Plan Term, the maximum amount that We are obligated to pay in connection with all Claims pursuant to this Contract is (at Our sole discretion):

- **Aggregate Repair Limit:** unlimited repairs to Your covered Product up to the amount equal to the Original Purchase Price of the covered Product. Once this Aggregate Repair Limit has been reached, Our obligations will be considered fulfilled and coverage under Your Contract ends.
- **Replacement Limit:** up to two (2) replacements for Your covered Product in the event We determine that the covered Product cannot be repaired. Once Your Product has been replaced twice, Our obligations will be considered fulfilled and coverage under Your Contract ends.

NOTICE – About Replacements under the SMARTPHONE PLAN: Under Your Plan, when a replacement is applicable and provided to You in lieu of repair, any accessories that are not integral to the basic function of Your Product will NOT be provided with a replacement device. Replacement devices may not be the same model or color as Your originally covered Product.

5. REPLACEMENT PLAN:

- **REPLACEMENT PLAN with ADH** – If You purchased the Replacement Plan including ADH ("Your Plan") as evidenced on Your Contract Purchase Receipt, in addition to providing service as described in the WHAT IS COVERED section above, Your Plan also provides replacement of Your Product if it experiences sudden and unforeseen ADH; such as damage resulting from dropping the Product, liquid spillage, or in association with screen breakage.

DEDUCTIBLE – REPLACEMENT PLAN with ADH: Under Your Plan, no Deductible payment is required.

LIMIT OF LIABILITY – REPLACEMENT PLAN with ADH: During Your Plan Term, the maximum amount that We are obligated to pay in connection with all Claims pursuant to this Contract is (at Our sole discretion):

- **For an ADH Covered Claim or a Non-ADH Covered Claim:** up to one (1) replacement of Your original covered Product. If Your original Product has been replaced once for any reason, Our obligations will be considered fulfilled and coverage under Your Contract ends.

NOTICE – About Replacements under a "REPLACEMENT PLAN": Under Your Plan, when a replacement is provided to You, any accessories that are not integral to the basic function of Your Product will NOT be provided with a replacement device. Replacement devices may not be the same model or color as Your originally covered Product.

NOTICE – ABOUT ADH UNDER A "REPLACEMENT PLAN": COVERAGE FOR DAMAGES RESULTING FROM ACCIDENTAL DAMAGE FROM HANDLING IS NOT PROVIDED UNLESS "ADH" HAS BEEN PURCHASED AND IS INDICATED ON YOUR CONTRACT PURCHASE RECEIPT.

ADDITIONAL BENEFIT INCLUDED THIS SERVICE CONTRACT – NO LEMON GUARANTEE

This Contract also provides a "NO LEMON GUARANTEE". Within any consecutive twelve (12) month period, if Your Product has three (3) repairs covered under Your Contract for the same problem and a fourth (4th) repair is required for the same problem and considered covered under Your Contract, We will replace Your Product with one of like kind and quality, but not necessarily same brand, or, at Our sole discretion, provide You with reimbursement equal to the fair market value of the Product as determined by Us based upon the age of the Product and subject to the LIMIT OF LIABILITY section. Any repair services performed while Your Product is under its manufacturer's warranty period or in relation to accidental damage from handling (if purchased/applicable) are not considered "qualifying service repairs" under this benefit.

PLACE OF SERVICE

For covered Claims, You are responsible for transporting Your Product to a service center authorized by Us (i.e. carry-in delivery or prepaid and insured shipment); UNLESS Your Plan is the "XBOX PLAN" as indicated on Your Contract Purchase Receipt.

LIMIT OF LIABILITY

In addition to that which is noted in the COVERAGE PLAN section as applicable to "Your Plan", neither We nor the Retailer shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time or lost data resulting from the Failure of any Product or equipment, from delays in service or the inability to render service, or resulting from the unavailability of repair parts/components. Neither We nor the Retailer shall be liable for any and all pre-existing conditions known to You, including any inherent Product flaws.

WHAT IS NOT COVERED – EXCLUSIONS

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

manufacturer's warranty or use of a covered Product in a manner

- (a) Pre-existing conditions incurred or known to You (*"pre-existing conditions refers to a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of Your Product before this Contract was purchased"*);
- (b) Improper packaging and/or transportation by You or Your representative resulting in damage to the Product while it is in transit, including improperly securing the Product during transportation;
- (c) Installation, removal, reinstallation or improper installation of parts/components, upgrades, attachments, accessories, peripherals (including external peripheral keyboards if the Product includes a virtual keyboard and any associated carrying cases or stands) or any items considered to be expendable or consumer replaceable;
- (d) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorized by Us;
- (e) Merchandise that is intended for commercial use (*"commercial use" refers to rental, business, educational, institutional or any other non-residential use*);
- (f) Riot, nuclear radiation, war/hostile action or radioactive contamination;
- (g) Damage from freezing or overheating;
- (h) Inadequate or interruption of electrical service;
- (i) Neglect, negligence, misuse, Abuse (*"Abuse" refers to the intentional treatment of the Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown*), vandalism, theft, or malicious mischief or disappearance;
- (j) Rust, corrosion, warping, bending;
- (k) Animals (including pets), animal inhabitation or insect infestation;
- (l) 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 or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;
- (m) Accidental Damage from Handling (ADH); unless "ADH" or "SMARTPHONE PLAN WITH ADH" is indicated on Your Contract Purchase Receipt;
- (n) Lack of performing the manufacturer's recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer's specifications or instructions, or use of the Product as would be voidable coverage under the

- inconsistent with the design of the equipment or manufacturer instructions or specifications;
- (o) Operational errors;
 - (p) Loss of electricity, "power brown-out" or improper use of electricity;
 - (q) Merchandise that is subject to a manufacturer's recall, warranty or rework to repair design or component deficiencies, improper construction, manufacturer error; regardless of the manufacturer's ability to pay for such repairs;
 - (r) Merchandise that has removed or altered serial numbers;
 - (s) Consequential damages or delay in rendering service under this Service Contract, or loss of use or data during the period of time in which the Product is at a repair facility or otherwise awaiting parts as authorized by Us;
 - (t) Non-Failure problems, including but not limited to: imperfections, noises, squeaks or cosmetic damage (*"cosmetic damage" refers to 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*);
 - (u) Normal periodic or preventive maintenance, user education or set up adjustments;
 - (v) Any service of the Product that is covered by a warranty, other service contract, or insurance;
 - (w) Attachments that are essential to the basic function of the Product, but not provided by the manufacturer or not included in the original sale of the Product;
 - (x) Screen/monitor imperfections, including burned-in images in CRT, LCD, LED or plasma screens caused by video games,
- (y) LCD/LED/plasma resolution or breakdown, pixel burnout or other image breakdown that is not in accordance with the manufacturer's specifications and/or minimum display standards, and pixel illumination issues which do not affect the overall viewing of the display (such as missing pixels, intermittent pixels or wrong color pixels); except as may otherwise be covered if the "SMARTPHONE PLAN" is indicated on Your Contract Purchase Receipt;
 - (z) Signal reception or transmission problems resulting from external causes;
 - (aa) Cost of lost components not covered by the Product's original manufacturer's warranty, or any non-operating / non-powerdriven part; including but not limited to: plastic parts or other parts such as accessory cables, batteries (except as may otherwise be covered if the "SMARTPHONE PLAN WITH ADH" is indicated on Your Contract Purchase Receipt), connectors, cords, fuses, keypads, plastic body or molding, switches and wiring;
 - (bb) Cost of removal or disposal of the Product from Your possession in order to comply with any EPA requirements;
 - (cc) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; or
 - (dd) Any service performed outside of the United States of America, its territories, or Canada.

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

IF YOUR PRODUCT EXPERIENCES AN OCCURRENCE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION, OR IN THE EVENT OF A SERVICE INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM OUR AUTHORIZED SERVICER, THEN YOU ARE RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE; INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

HOW TO FILE A CLAIM

IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE DAMAGE OR BREAKDOWN TO YOUR PRODUCT IS COVERED UNDER YOUR SERVICE CONTRACT. IN ORDER FOR A CLAIM TO BE CONSIDERED, YOU WILL NEED TO FIRST CONTACT US FOR INITIAL TRIAGE OF THE PROBLEM WITH YOUR PRODUCT. THIS CONTRACT MAY NOT PROVIDE ANY COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS.

For best service, have Your Contract Purchase Receipt readily available and call Us toll-free at 1-877-696-7786. Our authorized representatives will promptly obtain details regarding the issue You are experiencing with the Product, and will first attempt to resolve the situation over the telephone and/or remotely. If We are unsuccessful in resolving the issue over the telephone and/or remotely, You will be provided with a *Claim authorization number* and further instructions on how to obtain service for Your Product.

Please do not take or return Your Product to the Retailer or ship Your Product anywhere, unless the We instruct You to do so. If You are instructed by Us to take the Product to an authorized repair facility near You; to a Retailer; or to ship the Product elsewhere (such as an authorized depot center), please be sure to include the following with Your Product:

- (1) A copy of Your Contract Purchase Receipt,
- (2) A brief written description of the problem You are experiencing with the Product, and

- (3) A prominent notation of Your *Claim authorization number* that We gave to You.

NOTE: You are urged to use caution when transporting and/or shipping the Product, as We are not liable for any freight charges or damages due to improper packaging by You or Your authorized representative.

Coverage will be provided for eligible services that are conducted by a servicing center or Retailer as authorized by Us. If Your Term expires during the time of an approved Claim, coverage under Your Contract will be extended until the date in which the approved Claim in progress has been fulfilled completely in accordance with the terms and conditions of this Contract.

RENEWABILITY

This Contract may be renewed after Your Term expiration, at Our discretion. If We offer to renew Your coverage, the renewal price quoted will reflect the age of Your Product and the prevailing Product replacement cost at the time of the renewal.

TRANSFERABILITY

Coverage under this Contract may be transferred by You to another individual residing in the United States by contacting the Administrator toll-free at 1877-696-7786.

GUARANTY

This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Contract. Should We fail to pay any Claim or fail to replace the Product covered under this Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Contract, and We fail to refund any unearned portion of the Contract price, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

CANCELLATION

You may cancel this Contract at any time by informing the Administrator of the cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of the Contract only.

- If Your cancellation request is within 30 days of the Contract purchase date, You will receive a 100% refund of the Contract purchase price paid by You, minus any Claims paid by Us (except in Arizona, Georgia & Missouri where Claims deduction is prohibited).
 - ☐ If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.
- If Your cancellation request is made after 30 days of the Contract purchase date, You will receive a pro-rata refund of the Contract purchase price paid by You, minus any Claims paid by Us (except in Arizona, Georgia & Missouri where Claims deduction is prohibited) and an administrative fee not to exceed 10% of the Contract purchase price or \$10.00; whichever is less.
- We may only cancel this Contract for the following reasons: (A) non-payment of the Contract purchase price/fee by You; (B) material misrepresentation by You; or (C) 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 pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies.

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: CANCELLATION is amended to include: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. Northcoast Warranty Services, Inc. is the Provider under this Service Contract.

Arizona: WHAT IS NOT COVERED - We shall not provide coverage only for those specifically listed items in the "WHAT IS NOT COVERED" section of this Service Contract.

California: 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 thirty (30) days of the date You received the Service Contract, and You have made no Claims against the Service Contract, You will be refunded the full Service Contract price; or if Your Service Contract is cancelled by written notice after thirty (30) days from the date You received this Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any Claims

paid, less an administrative fee of ten percent (10%) of the Service Contract price or ten dollars (\$10.00), whichever is less. Northcoast Warranty Services, Inc. (License No. SA-19178) is the Obligor and Service Contract Administrator for this Service Contract.

Connecticut: In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty Service Contract. You may cancel Your Service Contract if the covered Product is sold, lost, stolen, or destroyed. **SERVICE CONTRACT HOLDER'S RESPONSIBILITY:** It is the responsibility of the Service Contract holder to follow the manufacturer's specifications for the use and care/maintenance of the covered Product.

Florida: This Service Contract is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. **CANCELLATION** is amended as follows: You may cancel Your Service Contract by informing the selling dealer or the Administrator. 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. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation.

Georgia: This Service Contract will be interpreted and enforced according to the laws of the state of Georgia. **CANCELLATION** is amended as follows: If Your cancellation request is made after 30 days of the Contract purchase date, You will receive a pro-rata refund of the full Contract purchase price paid by You, and an administrative fee not to exceed 10% of the pro-rata refund amount or \$10.00; whichever is less. The Administrator may not cancel this Service Contract except for fraud, material misrepresentation, or nonpayment by You.

Illinois: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Service Contract.

Indiana: 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.

Nevada: **CANCELLATION** is amended as follows: The Provider of this Service Contract may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Contract for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If the Provider cancels Your Service Contract You will be entitled to a pro-rata refund of the unearned Service Contract fee, no administrative fee will be deducted. If Your Service Contract was financed, the outstanding balance will be deducted from any refund. In no event will Claims be deducted from any refund.

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: The Provider of this Service Contract may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Contract for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

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

Oklahoma: This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. The **CANCELLATION** section is deleted in its entirety and replaced with the following: If You cancel this service warranty 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 warranty Contract purchase price. If You cancel this service warranty 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 percent (90%) of the unearned pro-rata Provider fee less the actual cost of any service provided under the service warranty Contract. If We cancel this service warranty, 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 warranty Contract.

Oregon: This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, (866) 927-3097 and You.

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 Obligor and Administrator is Northcoast Warranty Services, Inc., Service Contract Provider License No. 651, 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, 866-927-3097. 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. You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract.

Utah: The Provider/Obligor is Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, 866-927-3097. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. We may only cancel this Service Contract for material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Contract for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. If We cancel this Service Contract for material misrepresentation of a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Washington: The Provider/Obligor is **AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038**. What is excluded from coverage is limited to that which is expressly stated under the "**WHAT IS NOT COVERED**" section of this Service Contract. **CANCELLATION** is amended to include: You may file a Claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048. The State of Washington is the jurisdiction for any civil action in connection with this Contract.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

The **CANCELLATION** section is deleted in its entirety and replaced with the following: You may cancel this Service Contract at any time. 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 this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract.

For a Service Contract canceled subsequent to the period stated in the preceding paragraph or if a Claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata Provider fee, less any Claims paid and less a cancellation fee not to exceed ten percent (10%) of the Service Contract purchase price 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.

Unauthorized repairs may not be covered.

The **GUARANTY** section 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 1866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract.