

Protection Terms and Conditions

We, the Administrator or the Retailer from whom You purchased the product covered by this Plan, may make available additional products and services from time to time, for Your consideration.

1. **Introduction:** These terms, conditions, limitations, and exclusions, and Your Order Confirmation containing the length and commencement date of this Plan and product identification, constitute the entire agreement between You and Us (collectively, the “Plan”).

THIS PLAN REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US OR OUR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, INSURERS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNEES, INCLUDING THE RETAILER AND THE ADMINISTRATOR, ARISING FROM OR RELATED TO THIS PLAN THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ SECTION 15 FOR MORE INFORMATION THAT AFFECTS YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE WITH ANY OF THIS PLAN’S PROVISIONS, YOU MAY CANCEL THIS PLAN AT ANY TIME ACCORDING TO THE CANCELLATION PROVISIONS BELOW.

2. **Instructions:** Please keep the original purchase receipt and Order Confirmation for the Covered Product for future reference; it is an integral part of this Plan and You may be required to reference it to obtain service.
3. **Obligor:** The company obligated under this Plan in all states and the District of Columbia, except Florida and Oklahoma, is AIG WarrantyGuard, Inc., who can be contacted at 500 W. Madison Street, Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819. In Florida and Oklahoma, the company obligated under this Plan is AIG Warranty Services of Florida, Inc., who can be contacted at 1767 WSR 434, West Longwood, FL 32750, Ph: (800) 250-3819.
4. **Definitions:** Throughout this Plan, the following terms have the meanings set forth below:
 - (a) “**Administrator**” means Bolttech Device Protection Services, LLC in all states and the District of Columbia who can be contacted at: 555 North Point Center East, Suite 650, Alpharetta, GA 30022.
 - (b) “**Covered Breakdown(s)**” is defined in Section 6.
 - (c) “**Coverage Expiration Date**” means the date that the Term of this Plan ends, as listed on Your Order Confirmation, subject to prior termination or cancellation.
 - (d) “**Coverage Start Date**” means the date You first become eligible for coverage under this Plan, as listed in Your Order Confirmation. If Your Plan includes a Wait Period, the Coverage Start Date is later than the Purchase Date. If Your Plan does not include a Wait Period, the Coverage Start Date is the same as the Purchase Date.
 - (e) “**Covered Product**” means the item which You purchased that is covered by this Plan. The Covered Product is listed on Your Order Confirmation.
 - (f) “**Monthly Price**” means the monthly fee due for this Plan during the Term if You elected to purchase this Plan in monthly installments. If a Monthly Price applies to Your Plan, it will be listed on Your Order Confirmation.
 - (g) “**Obligor**,” “**We**,” “**Us**,” and “**Our**” mean the company obligated under this Plan, as referenced in the Obligor section above.

- (h) **“Order Confirmation”** means the purchase confirmation email or document that You receive from the Administrator for this Plan that identifies the Covered Product, Purchase Date, Coverage Start Date, Coverage Expiration Date, Total Plan Price, Retailer, Service Fee, and other important information applicable to this Plan.
- (i) **“Payment Plan”** means either one-time payment of the Total Plan Price on the Purchase Date or equal payments of the Total Plan Price in monthly installments during the Term, as listed on Your Order Confirmation.
- (j) **“Plan”** is defined in Section 1.
- (k) **“Purchase Date”** means the date that You purchased this Plan, as listed on Your Order Confirmation.
- (l) **“Retailer”** means the selling or distributing entity from which You purchased the Covered Product and this Plan, as identified on Your Order Confirmation.
- (m) **“Service(s)”** means the repair, replacement, or reimbursement service benefit(s) that may be provided to You under this Plan for Covered Products, as further described in Section 6(b) below.
- (n) **“Service Fee”** refers to the non-refundable administrative fee that You are required to pay per claim, if any, prior to receiving Services under this Plan. If a Service Fee applies to Your Plan, it will be included on Your Order Confirmation.
- (o) **“Term”** is defined in Section 7.
- (p) **“Total Plan Price”** means the total price that You will pay for this Plan, as listed on Your Order Confirmation.
- (q) **“Wait Period”** refers to the period from the Purchase Date until the Coverage Start Date, if any, where any losses and claims are ineligible for coverage. If a Wait Period applies to Your Plan, it will be included on Your Order Confirmation.
- (r) **“You”** and **“Your”** refer to the original purchaser of the Covered Product and this Plan or the approved transferee.

5. Payment Terms: The Total Plan Price must be paid in accordance with Your Payment Plan for You to remain eligible for coverage. **IF YOUR PAYMENT PLAN IS MONTHLY INSTALLMENTS, AS INDICATED ON YOUR ORDER CONFIRMATION, YOU AUTHORIZE US TO CHARGE YOUR DESIGNATED DEBIT CARD, CREDIT CARD, CHECKING OR SAVINGS ACCOUNT, OR OTHER ACCOUNT, AS APPLICABLE, FOR EACH MONTHLY PRICE ON THE APPLICABLE INSTALLMENT DUE DATE.**

6. What is Covered:

- (a) Covered Breakdowns. Subject to this Plan’s limitations and exclusions, We or the Administrator will provide eligible Services for Covered Product(s) upon the occurrence of breakdowns, failures, or damages which are expressly identified as covered on Your Order Confirmation (**“Covered Breakdowns”**). Covered Breakdowns do not include breakdowns covered under any insurance policy, other warranty, including without limitation a manufacturer’s or retailer’s warranty, or other service contract. **For the avoidance of doubt, the below losses must be identified as covered on Your Order Confirmation to be eligible for Services as Covered Breakdowns:**
 - (i) Mechanical/Electrical Failures: The Covered Product fails to perform as the manufacturer intended during normal usage due to structural or operational failure(s) caused by defects in

materials or workmanship. For clarity, a Covered Product fails to perform as the manufacturer intended when the Covered Product, under normal and intended use, fails to function substantially in accordance with the Covered Product's technical specifications or accompanying product documentation, as provided by the manufacturer at the time of the Covered Product's purchase.

(ii) Enhanced Coverages

- A. Power Surge: The Covered Product fails to perform as the manufacturer intended during normal usage due to structural or operational failure(s) caused by a power surge.
- B. Accidental Damage from Handling ("ADH"): The Covered Product fails to perform as the manufacturer intended due to accidental damage from handling during normal usage, such as accidental drops or liquid spills or submersions. During the claims process, ADH coverage requires an explanation of where, when, and how the accidental damage occurred. Failure to provide this information may result in claim denial.

(b) Services. Subject to this Plan's limitations and exclusions, if Your Covered Product experiences a Covered Breakdown, We will, at Our or the Administrator's sole discretion, provide You with one or more of the following services: (1) repair the Covered Product; (2) replace the Covered Product with an item of like-kind and quality; (3) reimburse You for the cost of the Covered Product, excluding sales tax, as indicated on Your original purchase receipt; or (4) if the original purchase price is unknown or unverifiable, reimburse You for the market value of Your Covered Product at the time of loss, excluding sales tax, as reasonably determined in Our sole discretion. Service options that may be available for Your Covered Product are described in more detail below. The Administrator will inform You what type of service Your Covered Product qualifies for when You file Your claim.

- (i) Carry-In Service: We may request that You have Your Covered Product repaired at a nearby facility. You will be responsible for transporting/delivering to and picking-up Your Covered Product from the nearby repair facility.
- (ii) Depot Service: We may repair Your Covered Product at or from Our repair depot location and mail Your repaired Covered Product back to You. We may require You to send Us pictures of the alleged damage for inspection in lieu of Covered Product shipment. You will be responsible for expedited shipping costs, if desired.
- (iii) Replacement Service: In lieu of repairs, We may replace the Covered Product with an item of like-kind and quality.
- (iv) Reimbursement Service: In lieu of repairs or replacement, We may reimburse You for the price You paid for the Covered Product, excluding sales tax, as indicated on Your original purchase receipt or Order Confirmation. If the original purchase price is unknown or unverifiable, We may reimburse You for the market value of Your Covered Product at the time of loss, excluding sales tax, as reasonably determined in Our sole discretion. At the Administrator's discretion, reimbursements may be in the form of a check, ACH payment, prepaid debit/credit cards, gift card, electronic payment, or other reasonable means of credit or reimbursement.

(c) Repair Parts/Replacement Products.

- (i) Any repaired or replaced Covered Product that We provide You or that You receive under the Covered Product's applicable manufacturer or retailer warranty will continue to be eligible for coverage under this Plan for the remainder of the Term, subject to the limits set forth herein.

- (ii) At the Administrator's sole discretion, repair parts or replacement products may be new, used, refurbished, non-original, or remanufactured and may not match the exact model or color as the original Covered Product. Refurbished or remanufactured products will be of equal or similar features and functionality that perform to the factory specifications of the original Covered Product. Technological advances or changing market conditions may result in a replacement product with a lower selling price than the original Covered Product. Replacement products shall not exceed the original purchase price of the Covered Product, less taxes.
 - (d) Data Back-up For Electronics: Prior to sending any Covered Product to the Administrator, You are solely responsible for a) data back-up of the product, b) removing the SIM card from the product, c) removing any OEM or screen locks from the product; and d) removing any accessories from the product. If You fail to unlock the product, the Administrator may charge You a locked-up device fee up to the retail value of the product. Neither We nor the Administrator will be liable for any loss of accessories that are sent with the product. Please note that the Administrator does not provide data transfer service. Therefore, any data kept in the product might be erased. Neither We nor the Administrator are liable for any loss of data suffered by You.
- 7. Term of Coverage:** The Plan begins on the Purchase Date and continues until the Coverage Expiration Date on Your Order Confirmation ("Term"). If Your Plan includes a Wait Period, as indicated on Your Order Confirmation, **ANY LOSSES THAT OCCUR OR TAKE PLACE DURING THE WAIT PERIOD ARE NOT ELIGIBLE FOR COVERAGE.** This Plan is inclusive of the manufacturer's or Retailer's warranty and does not replace the manufacturer's or Retailer's warranty. However, it may offer enhanced coverages not offered by the manufacturer's or Retailer's warranty. Except for the enhanced coverage's outlined above in Section 6(a)(ii) (e.g., power surge and ADH) which begin on Your Coverage Start Date, all other Plan coverage becomes effective immediately following either the expiration of the manufacturer's or Retailer's return policy or the expiration of manufacturer's or Retailer's warranty, whichever is longer. Parts and services covered during the manufacturer or Retailer's warranty period are the responsibility of the manufacturer/Retailer. Plan coverage remains in effect throughout the duration of Your Term, unless cancelled or fulfilled pursuant to the provisions below. In the event Your Covered Product is being serviced by an authorized service center when this Plan expires, the Term of this Plan will be extended until the covered repair has been completed.
- 8. To Make a Claim / How it works:** If Your Covered Product experiences a Covered Breakdown, You may go online to <https://protect.boltinsurance.com/backmarket/> twenty-four (24) hours a day, seven (7) days a week, year-round (subject to minor downtime for routine maintenance), or call 1-855-577-6150 during regularly scheduled business hours. Please note that the Administrator must authorize any repairs, replacements, or reimbursements to be eligible for coverage. We may deny any claims or decline to reimburse You for any Covered Breakdowns where You fail to follow this Plan's claims procedures or to receive the Administrator's prior approval. We may require You to fill out a claim facilitation form prior to receiving service or a replacement or reimbursement under this Plan. You may also be required to produce a State or Federal issued photo identification, other than a student or professional license or I.D., as a condition to receiving Services under this Plan. All claims must be reported within thirty (30) days from discovery of the Covered Product failure, and no later than thirty (30) days after expiration of this Plan, however, the Covered Breakdown must have occurred during the Term to be eligible for coverage.
- 9. Limit of Liability:** The total liability under this Plan for any single Covered Product is: (1) the cost of up to two (2) authorized repairs; (2) the cost of a replacement product of like-kind and quality; (3) reimbursement of the original purchase price You paid for the Covered Product, excluding sales tax, as indicated on Your original purchase receipt; or (4) if the original purchase price is unknown or unverifiable, reimbursement for the market value of Your Covered Product at the time of loss, excluding sales tax, as reasonably determined in Our sole discretion. In the event that We have met any of the above conditions (1), (2), (3), or (4) of the total liability We will have fulfilled all obligations owed under this Plan and no more claims will be eligible for reimbursement.

10. Service Fee: You must pay the Service Fee per claim, if any, prior to receiving any services under this Plan. Any required Service Fee will be collected by the Administrator through a valid credit or debit card payment at the time of opening a claim. The Service Fee is non-refundable. Please refer to Your Order Confirmation to determine if a Service Fee applies to Your Plan.

11. WHAT IS NOT COVERED:

- (a) **Loss or damage (other than ADH if covered under Your Plan) caused by any type of abnormal or improper use, neglect, misuse, abuse, or intentional physical damage;**
- (b) **Service performed by unauthorized repair personnel;**
- (c) **Parts intended for periodic replacement except for battery replacements or unless specified in the What is Covered section above (for example: trimmer line, antennas, cartridges, styluses, records, audio/video disks, tapes, computer software or disks, print elements, external power supplies, spark plugs, filters, plumbing, filters, knobs, remotes, bags, belts, bulbs and/or lamps);**
- (d) **Cosmetic damage, including scratches, peelings or dents that do not impede the mechanical functionality of the item, normal wear & tear and problems due to improper installation;**
- (e) **Breakdown resulting from external causes of any kind (other than ADH if included under Your Plan), including war, invasion, rebellion, riot, strike, labor disturbance, lockout, civil commotion, fire, theft, insects, pandemic, epidemic, animals, exposure to weather, windstorm, sand, dirt, hail, earthquake, flood, water, or acts of God;**
- (f) **Products with altered or missing serial numbers;**
- (g) **Products that are not listed on this Plan;**
- (h) **Consequential or incidental damages, including but not limited to: loss of use, loss of business, loss of profits, loss of data, down- time and charges for time and effort, except as otherwise stated herein;**
- (i) **“No Problem Found” diagnosis or breakdown caused by failure to follow the manufacturer’s instructions;**
- (j) **Any failures, parts and/or labor costs incurred that are associated with a manufacturer’s recall, regardless of the manufacturer’s ability to pay for such repairs;**
- (k) **Pre-existing conditions;**
- (l) **Service or replacement outside of the USA;**
- (m) **Damages caused by third-party actions, fire, collision, vandalism or theft;**
- (n) **Liability or damage to property, or injury or death to any person or pet arising out of the operation, maintenance or use of the Covered Product;**
- (o) **Cost of preventative maintenance and breakdown caused by improper preventative maintenance;**
- (p) **Products with safety feature(s) removed, bypassed, disabled, or altered;**

- (q) Breakdown during the Term which is not reported within thirty (30) days after expiration of this Plan;
- (r) Breakdown resulting from war, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike;
- (s) Products used for commercial purposes;
- (t) Products used in multi-user organizations, public rental or communal use in multi-family housing;
- (u) Loss or damage that occurs while the Covered Product is being shipped or delivered by a shipping carrier (e.g., USPS, UPS, FedEx, DHL, etc.);
- (v) Losses that are covered by a manufacturer or Retailer's written warranty;
- (w) Losses due to, or related to, a nuclear, biological, radiation or chemical event;
- (x) Loss of use of, damage to, corruption of, inability to access, or inability to manipulate any computer system, electronic hardware, or software, or components thereof, that are used to store, process, access, transmit, or receive information within the Covered Product as a result of any cause or loss other than Covered Breakdowns specifically stated in this Plan, including any unauthorized access or unauthorized use of such system, a denial of service attack, or receipt or transmission of malicious code;
- (y) Loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within the Covered Product, including any such loss caused by unauthorized access or unauthorized use of such data, a denial of service attack, or receipt or transmission of malicious code; and
- (z) We shall not provide coverage and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such benefit would expose the Administrator, Obligor, their respective parent companies, or their respective ultimate controlling entities to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union or the United States of America.

12. Renewal: This Plan may be renewed at Our discretion upon request.

13. Cancellation:

- a. You can cancel this Plan at any time for any reason by surrendering it to the Retailer from which You purchased this Plan during their store return policy, or by filing Your cancellation request via Our Administrator's online portal at protect.boltinsurance.com/backmarket/ or by emailing the Administrator at DeviceProtectClaims@boltinc.com.
- b. If You request to cancel this Plan within thirty (30) days from the Purchase Date without making any claims ("Free Look Period"), You will be refunded the full Plan Price.
- c. If You request to cancel this Plan within thirty (30) days from the Purchase Date after making a claim or after thirty (30) days from the Purchase Date, You will receive at least a pro-rata refund of the Plan Price based on the elapsed Term, less the costs of any Services or claims made.
- d. This Plan may be cancelled by Us or the Administrator for any reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation, which notice will state the effective

date and reason for cancellation. If We or the Administrator cancel this Plan for reasons other than those listed in Sections 13(e) and (f), You will receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the price paid for this Plan, less the cost of any claims which have been paid or repairs that have been made.

- e. In the event of reasonable suspicion of fraud, material misrepresentation, or a substantial breach of Your duties under this Plan, We or the Administrator may cancel this Plan immediately and without prior notice and We or the Administrator may demand immediate payment of the cost of all services provided to You, less Your payments made, and no refund of any kind will be issued.
- f. In the event of non-payment by You, We or the Administrator may cancel this Plan immediately.

14. Miscellaneous

- (a) **Transferability.** This Plan is not transferable or assignable by You to a new contract holder.
- (b) **Subrogation.** If We make any payment under this Plan, We are entitled to recover what We paid from other responsible parties. By accepting settlement of a claim, You transfer to Us Your right to recovery against any other party.
- (c) **Entire Agreement.** This Plan represents the entire contract between You and Us with respect to the subject matter herein. Neither the Retailer, Administrator, nor any other agent has authority to change this Plan or to waive any of its provisions. No other written or oral statement applies to this Plan. No coverage will be provided under this Plan if any information that You, or anyone claiming benefits hereunder, provides is determined to be false, misleading, or intentionally omitted.
- (d) **Force Majeure.** We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, strike, embargo, acts of the government, military authority, or the elements, or other causes beyond Our control, and in such event, We may cancel this Plan immediately.
- (e) **Insurance Securing this Plan.** This Plan is a service contract and not an insurance policy or contract. However, We secure Our fulfillment obligations and risks through an insurance policy issued by Illinois National Insurance Co., 500 W. Madison St., Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819 in all covered states except for AR, CA, FL, MS, NC, NY, OK, and VA where the insurance policy is issued by New Hampshire Insurance Company, 500 W. Madison St., Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819. If within sixty (60) days We have not paid a claim, provided You with a required refund, or You are otherwise dissatisfied, or We are no longer a going concern, become insolvent, or are otherwise financially impaired, You are entitled under state law to make a claim directly to the insurer by contacting the insurer at the address or phone number listed above. Please enclose a copy of Your Plan when sending correspondence to the insurer.
- (f) **Privacy Policy.** We respect Your privacy. For information on Our privacy policy, please visit <https://www.aig.com/privacy-policy>.
- (g) **Assignment.** We may assign this Plan, in whole or in part, at any time without prior notice to You. We may delegate or assign any of Our obligations at Our sole discretion and without Your consent provided We give You at least 30 days' prior written notice of any material changes. You may not change this Plan or delegate any of Your obligations.
- (h) **CHANGES TO THE PLAN. WE OR THE ADMINISTRATOR MAY CHANGE THE PLAN PRICE, ADMINISTRATION OF THE PLAN OR THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED AS IN A SEPARATE MAILING OR EMAIL OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE AGREEMENT, YOU MAY**

CANCEL THE PLAN BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS.

- (i) **Liability Limitation.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, THE ADMINISTRATOR AND OUR RESPECTIVE EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM OUR OBLIGATIONS UNDER THIS PLAN, INCLUDING THE FOLLOWING: COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA; FAILURE TO MAINTAIN DATA CONFIDENTIALITY; LOSS OF USE, INCLUDING LOSS OF USE WHILE THE COVERED PRODUCT IS BEING REPAIRED OR REPLACED; OR ANY LOSS OF BUSINESS PROFITS, REVENUE, OR ANTICIPATED SAVINGS. OUR MAXIMUM LIABILITY FOR ANY CLAIM ARISING FROM OR RELATING TO THIS PLAN SHALL NOT EXCEED THE PLAN'S LIMITS OF LIABILITY, REGARDLESS OF WHETHER THE UNDERLYING ACTION IS IN CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY.
- (j) **Severability.** If any provision of this Plan is held invalid, illegal, or unenforceable in any respect under applicable laws, the validity, legality, and enforceability of the remaining provisions of this Plan shall not in any way be affected or impaired thereby.

15. ARBITRATION & CLASS ACTION WAIVER: READ THE FOLLOWING ARBITRATION AGREEMENT CAREFULLY. IT LIMITS CERTAIN RIGHTS OF YOURS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES IN COURT AND YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS OR REPRESENTATIVE PROCEEDINGS.

YOU AND WE AGREE TO RESOLVE ANY DISPUTES THROUGH INDIVIDUAL BINDING ARBITRATION INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION, EXCEPT AS FOLLOWS:

ANY DISPUTE FALLING WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT MUST BE BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS.

YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS, CLASS ACTIONS, AND REPRESENTATIVE PROCEEDINGS.

Under this provision, "Dispute" includes any claim or controversy arising out of or relating in any way to this Plan whether based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory.

This Arbitration Agreement is subject to and governed by the Federal Arbitration Act ("FAA"). This Arbitration Agreement is intended to be broadly interpreted and shall survive any termination or cancellation of this Plan. This Arbitration Agreement applies to Our respective parents, subsidiaries, affiliates, service contract insurers, obligors, agents, employees, successors, and assignees.

You and We agree to waive the right to participate in class actions or representative proceedings. However, this Arbitration Agreement does not preclude You from bringing an individual action against Us in small claims court, so long as the dispute is pursued on an individual rather than a class-wide basis.

The American Arbitration Association (“AAA”) will administer any arbitration and will do so in accordance with its rules in effect at the time the claim is filed. You may obtain a copy of the AAA rules by visiting www.adr.org. Unless You and We agree otherwise, any arbitration hearing will take place in the county of the Service Address. The right to a hearing will be determined by the AAA Rules. However, if the claim is for \$10,000 or less, You may decide whether You want the arbitration to be conducted instead: (a) Only on the basis of documents or (b) through a telephone hearing.

16. State Variations

The following state variations will control if inconsistent with any other terms and conditions:

Alabama, Arkansas, Georgia, Hawaii, Louisiana, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, South Carolina, Wisconsin and Wyoming: The following statement is added to Section 13(b): “If You cancel Your Plan during the Free Look Period without making any claims and do not receive a full refund or credit within forty-five (45) days of Our receipt of the returned Plan, a ten percent (10%) penalty per month shall be applied to the refund owed to You. The right to void the service contract during the Free Look Period is not transferable and applies only to the original contract purchaser.”

Alabama: Section 13(c) is deleted in its entirety and replaced with the following: “If You terminate this Plan within thirty (30) days from the Plan Purchase Date after making a claim or terminate this Plan after thirty (30) days from the Plan Purchase Date, You will receive a refund of the unearned portion of the purchase price based on time expired, less any termination fee that We may charge up to \$25. Any refund due to You under this Section may be credited to an outstanding balance of Your account, and the excess, if any, shall be refunded to the original purchaser.” Sections 13(d) through (f) are replaced with the following: “We reserve the right to cancel this Plan for any reason upon at least five (5) days prior written notice to You at Your last known address. The notice will state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for Our cancellation is nonpayment of the provider fee or material misrepresentation by You relating to the covered property or its use. If We cancel this Plan, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid. In the event of cancellation for reasonable suspicion of fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You, less Your payments made, and no refund of any kind will be issued.”

Arizona: In the event You do not receive satisfaction under this Plan, You may contact the Arizona Department of Insurance and Financial Institutions’ Consumer Protection Division at 100 N. 15 Ave., Suite 261, Phoenix, AZ 85007- 3630 or by calling 602-364-2499. Section 11(k) is deleted in its entirety and replaced with the following: “**ANY PRE-EXISTING CONDITIONS, DEFECTS, OR DEFICIENCIES, UNLESS SUCH CONDITIONS WERE KNOWN OR SHOULD HAVE REASONABLY BEEN KNOWN BY US OR THE PERSON SELLING THE SERVICE CONTRACT ON OUR BEHALF.**” Sections 13(b) and (c) are replaced with the following: “If this Plan is cancelled, You will receive a pro-rata refund after deducting for claims paid and administration expenses associated with the cancellation. The administrative expenses may not exceed ten percent (10%) of the gross amount paid by You for the Plan or seventy-five dollars (\$75), whichever is less.” Sections 13(d) through (f) are replaced with the following: “We reserve the right to cancel this Plan upon at least thirty (30) days prior written notice. However, in the event of reasonable suspicion of fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Plan, cancellation may be immediate and without prior notice. We may not cancel or void this Plan for any of the following reasons: (1) Preexisting conditions that were known or that reasonably should have been known by Us or Our subcontractors; (2) prior use or unlawful acts relating to the product; or (3) misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors may cancel or void coverage under this Plan due to Our failure to provide correct information or Our failure to perform the services or repairs provided in a timely, competent, and workmanlike manner.” Section 14(h) is deleted in its entirety and replaced with the following: “**CHANGES TO THE PLAN. WE OR THE ADMINISTRATOR MAY CHANGE THE PLAN PRICE, ADMINISTRATION**

OF THE PLAN OR THESE TERMS AND CONDITIONS AT RENEWAL UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED AS IN A SEPARATE MAILING OR EMAIL OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE AGREEMENT, YOU MAY CANCEL THE PLAN BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS.”

Arkansas: A claim against Us may include a claim for the return of the unearned provider fee. Sections 13(d) through (f) are replaced with the following: “We reserve the right to cancel this Plan upon thirty (30) days written notice. However, if the reason for cancellation is nonpayment of the provider fee, material misrepresentation, or a substantial breach of Your duties relating to a covered product or its use, We may cancel this Plan immediately without any prior notice to You. Unless the cancellation is for nonpayment, We will provide You with a pro rata refund of the unearned portion of the provider fee, less the amount or value of any claims paid, if We cancel the Plan.”

California: For information regarding Our privacy practices and Your rights under the California Consumer Privacy Act, please visit <https://www.aig.com/privacy-policy>. Section 13(b) is replaced with the following: “Cancellation requests made within sixty (60) days from the start of the coverage Term or within thirty (30) days from receipt of the Plan, whichever is later, will receive a 100% refund of the full Plan Price if no claim has been made under the Plan. If You are not refunded or credited the amount You paid within thirty (30) days, a ten percent (10%) penalty per annum will be added to the refund for each thirty (30) days or fraction thereof until the refund is paid. This only applies to the original Plan purchaser and is not transferable.” Section 13(c) is replaced with the following: “Cancellation requests made more than sixty (60) days from the start of the coverage Term or after thirty (30) days from receipt of the Plan, whichever is later, or if a claim was made under the Plan within the first sixty (60) days, will receive at least a pro-rata refund of the Plan Price based on the elapsed coverage Term. In addition, the Administrator may assess a cancellation or administrative fee, not to exceed ten (10) percent of the price of the Plan or twenty-five (\$25) dollars, whichever is less. The administrator is Bolttech Device Protection Services LLC, 555 North Point Center East, Suite 650, Alpharetta, GA 30022.” This Plan may be canceled by You for any reason, including the Covered Product being sold, lost, stolen or destroyed. California residents may submit complaints to the Bureau of Household Goods and Services (BHGS) by calling (916) 999-2041, or writing to 4244 S. Market Ct. Ste. D, Sacramento, CA 95834, or by visiting www.bhgs.dca.ca.gov.

Colorado: Action under this Plan may be covered by the provisions of the “Colorado Consumer Protection Act” or the “Unfair Practices Act” articles 1 and 2 of title 6, C.S.R., and a party to such an agreement may have the right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

Connecticut: In-home services are not available. If Your term of coverage is less than one (1) year, this Plan is automatically extended while the product is being repaired. You may cancel this Plan if You return the product or the product is sold, lost, stolen, or destroyed. If We are unable to resolve any disputes with You regarding this Plan, You may file a written complaint to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Plan.

Florida: The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation. Sections 13(d) through (f) are replaced with the following: “We reserve the right to cancel this Plan upon at least thirty (30) days prior written notice mailed to Your last known address. However, in the event of reasonable suspicion of fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Plan, Our cancellation may be immediate. If We cancel this Plan, We will refund 100% of the unearned pro rata premium, less any claims paid.”

Georgia: Section 11(k) is deleted in its entirety and replaced with the following: “**ANY AND ALL PRE-**

EXISTING CONDITIONS KNOWN TO YOU OR REASONABLY SHOULD BE KNOWN TO YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.” Sections 13(b) through (f) are replaced with the following: “If You request cancellation of the Plan within thirty (30) days from the Plan Purchase Date, You will be refunded the full Plan Price less claims paid. If You cancel the Plan after thirty (30) days from the Plan Purchase Date, You will be refunded the unearned pro-rata Plan Price less claims paid. We may only cancel this Plan for fraud, material misrepresentation, or failure to pay any amounts due. We will provide You with written notice of such cancellation, which will be effective at least thirty (30) days from date of mailing such notice. If We cancel this Plan, We will refund any unearned portion of the Plan price on a pro rata basis, less any claims paid. If a claim covered by this Plan is also covered by another service contract, then the claim will be paid on a pro-rata basis with such other service contract. If a claim covered by this Plan is covered by an insurance policy, manufacturer’s warranty, or recall, or is the subject of any legal action, We shall pay only for the amount of the cost to repair or replace such covered product in excess of the amount due from that other insurance policy, manufacturer’s warranty, recall, or legal action. In no event, however, shall We pay more than the applicable Limit of Liability.” Arbitration is nonbinding in Georgia. For any claim that is not arbitrated or brought in small claims court, it will be resolved in a state or federal court with proper jurisdiction based on the county where the contract holder resides.

Illinois: Sections 13(d) through (f) are replaced with the following: “We reserve the right to cancel this Plan upon at least thirty (30) days prior written notice. If We cancel this Plan, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid. However, in the event of reasonable suspicion of fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Plan, cancellation may be immediate and without prior notice. The notice of cancellation will include the reason and the effective date of cancellation. If this Plan is cancelled at any time, We may retain a cancellation fee not to exceed the lesser of 10% of the service contract price or \$50. The obligor, AIG WarrantyGuard, Inc., is the party responsible for honoring cancellation requests.”

Indiana: Your proof of payment to Us shall be considered proof of payment to the insurance company which guarantees Our obligations to You.

Iowa: You may reach the Insurance Division of the Department of Commerce of the state of Iowa at Two Ruan Center, 601 Locust, 4th Floor, Des Moines, IA 50309-3738.

Maine: Sections 13(d) through (f) are replaced with the following: “We may cancel this Plan by providing You with at least 15 days prior written notice of cancellation mailed to Your last known address. If We cancel this Plan for any reason other than nonpayment of the provider fee, We will refund 100% of the unearned pro rata provider fee, less any claims paid. We may also charge You an administrative fee for the cancellation, not to exceed 10% of the provider fee.”

Maine and Washington D.C.: The following is added to Section 13(b): “If You cancel this Plan during the Free Look Period without making any claims and We do not provide the full refund within forty-five days after Your return of the service contract to Us, a 10% penalty per month will be added to the applicable refund. The right to void the service contract during the Free Look Period is not transferable and applies only to the original contract purchaser.” Section 13(c) is replaced with the following: “If You terminate this Plan within thirty (30) days from the Plan Purchase Date after making a claim or terminate this Plan after thirty (30) days from the Plan Purchase Date, You will receive a pro rata refund based on the time expired, less the cost of any claims made. We may also charge You a reasonable administrative fee, not to exceed 10% of the contract price.”

Maryland: Your service contract is extended automatically if We fail to perform the services under the service contract and will not terminate until the services are provided in accordance with the terms of the service contract.

Michigan: If performance of this Plan is interrupted because of a strike or a work stoppage at Our place of business, the effective period of this Plan will be extended for the period of the applicable strike or work stoppage.

Minnesota: Sections 13(d) through (f) are replaced with the following: “We reserve the right to cancel this Plan upon thirty (30) days written notice. However, in the event of reasonable suspicion of fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Plan, cancellation may be made upon at least five days written notice to You. If We cancel this Plan, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid. In the event of cancellation for reasonable suspicion of fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You, less any payments made, and no refund of any kind will be issued. The notice of cancellation will include the reason and the effective date of cancellation.”

Nevada: Sections 13(b) through (f) are replaced with the following: “You are entitled to a “Free Look” period for this Plan. If You decide to cancel this Plan within thirty (30) days of purchase, You are entitled to a one hundred percent (100%) refund of any fees paid. If You cancel this Plan after thirty (30) days from purchase, You will receive a pro-rata refund based on the days remaining. No cancellation of this Plan by Us may become effective until at least fifteen (15) days after a notice of cancellation is mailed to You at Your last known address. If the contract has been in effect for seventy (70) days or more, We can only cancel this Plan due to (1) unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Plan was issued or last renewed; (2) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service; (3) An act or omission by You or a violation by You of any condition of the service contract, which occurred after the effective date of the service contract and which substantially and materially increases the service required under the service contract. If We cancel this Plan You will receive a pro-rata refund based on the days remaining, no cancellation fee will be imposed and no deduction for claims paid will be applied. The EXCLUSIONS section contains exclusions and limitations to coverage but not reasons for which the contract itself may be cancelled. No deductions of any type shall be made from any refund owed as a result of cancellation or buyout.” If You are not satisfied with the manner in which We are handling Your claim, You may contact the Commissioner of the Division of Insurance at 1-888-872-3234.

New Hampshire: In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department by mail at 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, or by telephone at 603-271-2261.

New Jersey: The use of refurbished, reconditioned, or non-original manufacturer’s parts is permitted.

New Mexico: The following is added to Section 13(b): “If You cancel this Plan during the Free Look Period without making any claims and We do not provide the full refund within sixty days after Your return of the Plan, a 10% penalty per month will be added to the unpaid refund. The right to void the service contract during the Free Look Period is not transferable and applies only to the original contract purchaser.” Section 13(c) is replaced with the following: “If You terminate this Plan within thirty (30) days from the Plan Purchase Date after making a claim or after thirty (30) days from the Plan Purchase Date, You will receive a pro rata refund based on the time expired, less the cost of any claims made and a reasonable administrative fee that We may charge, not to exceed 10% of the contract price.” Section 13(d) through (f) is deleted in its entirety and replaced with the following: “We reserve the right to cancel this Plan upon thirty (30) days written notice. If We cancel the Plan, a pro-rata refund will be issued for the unexpired term, less the costs of any claims made. No administrative fee will be imposed if We cancel the Plan. If this Plan has been in effect for at least seventy (70) days, We may not cancel before the expiration of the agreed term or one year after this Plan’s effective date, whichever occurs first, except for the following reasons: 1) Your failure to make full payment by the due date; 2) Your conviction of a crime that results in an increase in the service required under the Plan; 3) discovery of fraud or material misrepresentation by You in obtaining this Plan or in presenting a claim for service thereunder; or 4) discovery of an act or omission by You or a violation by You of any condition under this Plan, if it occurred after the effective date and substantially and materially increased the service required.” If You have any concerns regarding the handling of Your claim, You may contact the Office of the Superintendent of Insurance at 1-855-427-5674.

New York and Washington: The following paragraph is added to Section 13(b): “If You cancel this Plan during the Free Look Period without making any claims and We do not provide the full refund within thirty days after Your return of the Plan, a 10% penalty per month will be added to the refund. The right to void the Plan during the Free Look Period is not transferable and applies only to the original contract purchaser.”

North Carolina: The purchase of this Plan is not required either to purchase or to obtain financing for the Covered Product. If the Plan has been in effect for seventy (70) days or more, We can only cancel the Plan due to: (1) Violations of the Plan’s terms and conditions; (2) discovery of fraud or material misrepresentation by You; (3) an act or omission by You or a violation by You of any condition of the Plan that substantially and materially increases the service required under the Plan; and (4) nonpayment. Any refund will be a pro-rata refund based on the elapsed Term, less costs of any claims. If We cancel this Plan, We will send written notice at Your last known address at least fifteen (15) days prior to the cancellation date. The insurer of this Plan shall assume responsibility for the administration of the Plan if We are unable to do so.

Oklahoma: This is not an insurance contract. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial-use references in a service warranty contract. This Plan is not issued by the manufacturer or wholesaler company marketing the product. The Obligor is AIG Warranty Services of Florida, Inc., Oklahoma License No. 44200930. The term “etc.” is stricken from this contract. Sections 13(b) through (g) are replaced with the following: “If You cancel this Plan within the first thirty (30) days of receipt, You will receive a full refund. If You cancel this Plan after thirty (30) days, You will receive a refund based on one hundred percent (100%) of the unearned pro rata premium, less a cancellation fee of ten percent (10%) of the unearned pro rata premium. No claim incurred or paid, nor any repair made, will be deducted from the amount to be returned in the event of cancellation. We may not cancel this Plan except for reasonable suspicion of fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be mailed to You at least thirty (30) days prior to cancellation. If We cancel this Plan, We will refund one-hundred percent (100%) of the unearned pro-rata premium.”

Oregon: AIG WarrantyGuard, Inc.’s license number in Oregon is 208059. Section 15 is deleted in its entirety and replaced with the following: “Most of Your concerns about the Agreement can be addressed simply by contacting Us at (800) 250-3819. In the event we cannot resolve any dispute, You and We may, in a separate agreement, consent to arbitration. Any arbitration proceedings shall be conducted under local rules as required under ORS Chapter 36. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING.”

South Carolina: In the event of a dispute with the provider of this contract, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201, Telephone #: (803) 737-6160.

Tennessee: This Plan is automatically extended while the Covered Product is being repaired.

Texas: A ten (10%) percent penalty per month will be added to a refund that is not made within forty-five (45) days of return of the Plan to Us. You may cancel this Plan after the time periods above or after You have made a claim for service by returning the Plan to the Administrator and receive a pro-rata refund of the Plan price less any claims that have been paid. Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, (512) 463-6599 or (800) 803-9202 (in Texas). The Provider is AIG WarrantyGuard, Inc., 500 W. Madison Street, Ste. 3000, Chicago, IL 60661.

Utah: This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint,

contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guarantee Association. Proof of loss should be furnished by You to Us as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Plan does not invalidate or reduce a claim. Sections 13(d) through (f) are replaced with the following: "We may cancel this Plan during the first sixty (60) days of the initial term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation, except that We may also cancel this Plan during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel the Plan by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for cancellations due to nonpayment of premium, and thirty (30) days prior to cancellation date for any of the following reasons: (a) Material misrepresentation; (b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Plan; or (c) substantial breaches of contractual duties, conditions, or warranties."

Virginia: If any promise made in the contract has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extendedservice-contract-providers.shtml> to file a complaint.

Washington: Sections 13(d) through (f) are replaced with: "In the event of nonpayment, reasonable suspicion of fraud, material misrepresentation or if required to do so by a regulatory authority, We may cancel this Plan with twenty-one (21) days prior written notice. A pro rata refund will be issued for the unexpired coverage Term, less the costs of any claims paid. The notice of cancellation will include the reason and the effective date of cancellation." You are not required to wait before filing a claim directly with the insurer of this Plan. The commissioner is the Provider's attorney to receive service of legal process in any action, suit, or proceedings in any court. The obligations of the Provider under this Plan are insured by Illinois National Insurance Co., 500 W. Madison St., Ste. 3000, Chicago, IL 60661. You may make a claim directly with Illinois National Insurance Co. who insures the obligations of the Provider under this Plan at the foregoing address. Any arbitration proceedings initiated, brought, or required under Section 10 of this Plan will be held at a location in closest proximity to the service contract holder's permanent residence.

Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Section 8(c) is replaced with the following: "If You cancel this Plan within thirty (30) days from the Plan Purchase Date after making a claim or cancel this Plan after thirty (30) days from the Plan Purchase Date, We will refund 100% of the unearned pro rata provider fee, less the costs of any claims made and a reasonable administrative fee for cancellation, not to exceed 10% of the provider fee." Section 13(d) through (f) is replaced with the following: "We may only cancel this Plan for nonpayment of the provider fee, material misrepresentation by You to Us or the Administrator, or substantial breach of duties by You relating to the covered product or its use. We will mail written notice of cancellation to Your last known address at least five (5) days prior to cancellation by Us, which shall state the effective date of cancellation and the reason for cancellation. If We cancel this Plan for any reason other than nonpayment of the provider fee, We will refund 100% of the unearned pro rata provider fee, less any claims paid and a reasonable administrative fee for cancellation, not to exceed 10% of the provider fee." The following is added to Section 13: "In the event of total loss of covered property that is not covered by a replacement of the property under this Plan, You may cancel this Plan and receive a pro rata refund of any unearned provider fee, less any claims paid." We will not deny Your claim solely because You did not obtain preauthorization if We are not prejudiced by Your failure to notify Us. The "Subrogation" section does not apply to Wisconsin. The service contract provider is AIG WarrantyGuard, Inc. 500 W. Madison Street, Ste. 3000, Chicago, IL 60661. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.