

Plan Terms and Conditions

This Plan is a legal contract. By purchasing this Plan, You understand it is a contract and acknowledge that You had the opportunity to read the following terms and conditions and applicable state variations. Unless revised by Us with at least thirty (30) days advance written notice to You, this Plan and the State Variations, along with the Coverage Summary, set forth the entire contract between You and Us. No representation, promise or condition outside of this Plan shall modify these terms. This is not a contract of insurance. **This plan is not available in HI.**

Obligor: The Company obligated under the Plan is listed on Your Coverage Summary.

I. Definitions:

1. "We", "Us" and "Our" shall mean the Obligor, which is listed on the Coverage Summary.
2. "Administrator" is the entity listed as Administrator on the Coverage Summary.
3. "You" and "Your" means the individual or entity who purchased this Plan or the individual or entity to whom this Plan was transferred in accordance with these terms and conditions.
4. **Authorized Repair Technician:** The service provider We assign in response to a request due to a Service Event ("Service Request").
5. **Breakdown:** A mechanical or electrical failure, or Power Surge Protection or Accidental Damage from Handling (if either or both coverages are purchased), of the Covered Product(s) under this Plan to perform its fundamental operation(s) in normal service, as defined by the manufacturer.
6. **Coverage Expiration Date:** The last date of coverage under the Plan.
7. **Covered Product(s) or Product(s):** The product(s) or type(s) of product(s) covered by this Plan.
8. **Coverage Start Date:** The date when coverage starts under this Plan. The Coverage Start Date is the latter of the Plan Purchase Date or the date following the completion of any Wait Period and/or manufacturer's warranty, unless otherwise stated.
9. **Coverage Term or Term:** The length of time the Covered Product(s) is eligible for coverage under this Plan, starting on the Coverage Start Date.
10. **Declaration of Coverage/Coverage Summary:** The document that summarizes Your Covered Product(s), Coverage Term, Coverage Start and Expiration Dates, along with any Service Fee, Wait Period, limits, and/or other coverage terms specific to Your Plan.
11. **Limit of Liability:** The maximum amount this Plan will pay in authorized repairs for each Covered Product as set forth on the Coverage Summary and further described in Section XIV below.
12. **Monthly Payment Amount:** If listed on Your Coverage Summary, this is the monthly amount You pay of the Total Plan Price.
13. **Plan:** This is defined in Section II.
14. **Total Plan Price:** The price You paid for this Plan at time of purchase or the amount of monthly payments you must make to fully pay for the Plan.
15. **Plan Purchase Date:** The date You purchased this Plan.
16. **Plan Seller:** The company You purchased the Plan from.
17. **Retail Cost:** The purchase price of the Product(s), exclusive of taxes and fees.
18. **Service Event ("Service Request"):** The uniquely identified action of diagnosis and/or performance of the work, including parts and/or labor, to repair or replace any Covered Product in accordance with the provisions set forth in this Agreement.
19. **Service Fee:** The applicable service charge to be paid by You, if any, for each Service Event under the Plan as defined on the Coverage Summary.
20. **Settlement:** This is the method of fulfillment of a Service Request in lieu of repair or replacement. Examples include, but are not limited to, check, gift card, and/or store credit.
21. **WAIT PERIOD: IF LISTED ON YOUR COVERAGE SUMMARY, THIS IS THE AMOUNT OF TIME BETWEEN THE PLAN PURCHASE DATE AND THE COVERAGE START DATE. IF DURING THE WAIT PERIOD A PRE-EXISTING CONDITION RENDERS THE ITEM INELIGIBLE FOR COVERAGE, WE WILL CANCEL YOUR PLAN AND PROVIDE YOU WITH A FULL REFUND OF THE PLAN PRICE.**

- II. **The Plan:** These terms and conditions, the State Variations, and the Coverage Summary govern the exclusions, limitations, and other terms related to the coverage and service We will provide You for the Covered Product(s) listed on Your Coverage Summary as having the applicable coverage(s) identified on Your Coverage Summary ("Plan"). The Covered Product(s) include(s) accessories contained in the

original Product packaging, unless otherwise specified on Your Coverage Summary. Coverage under this Plan is in addition to the coverage provided under any applicable manufacturer's warranty.

III. Coverage Period: Your Coverage Start Date for this Plan is listed on Your Coverage Summary. Your Plan expires at the end of the Coverage Term from the date on which it started, unless it is renewed or cancelled, or our obligations under the Plan become fulfilled in their entirety, in accordance with Section XIV herein.

IV. What is Covered: This Plan covers parts and labor costs associated with a Breakdown of integral electrical and mechanical components (ME) to repair Your Product(s) in the event Your Product experiences a breakdown which is not covered by an insurance policy, manufacturer's warranty and/or other Plan. Depending on the Product and failure circumstances, We will, at Our discretion:

- Repair Your Covered Product, at Our discretion, on-site, via mail-in or at local repair service. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable or more costly;
- Provide a Settlement reflecting the cost of a replacement product of equal features and functionality up to the Limit of Liability. Settlement may be issued in form of a check, gift card or other electronic form of payment, or
- Replace Your Product with a product of like kind, quality and functionality, up to the Limit of Liability. If We choose to replace Your product:
 - Technological advances may result in a replacement product with a lower selling price than the original Covered Product;
 - Replacement products and parts may be new or refurbished, at Our discretion, which meet the manufacturer's specifications of the Covered Product or parts; and
 - Covered Products and parts which are replaced become Our property except where prohibited by law.
- NOTE: For electronics with an Operating System, You are responsible for backing up all computer software and data. Repairs may result in the deletion of software and data. We are not responsible for any lost data.

V. Service Fee: There may be a Service Fee required to obtain service for Your Product as indicated on the Coverage Summary. You are responsible for all service charges for non-covered claims and for No Problem Found claims. No Problem Found claims are claims where the servicer is not able to find or diagnose any covered Breakdown in the Product. We may suspend Your coverage until you have fully paid the servicer if You do not pay the servicer for the non-covered or No Problem Found claims.

VI. Optional Coverages to Your Plan:

A. Power Surge (PS) Protection: If You purchased a Plan that provides coverage for Power Surge Protection as listed on Your Coverage Summary, this Plan also covers the Breakdown of Your Product resulting from a power surge caused by power outage while Your Product is properly connected to a surge protector approved by the Underwriter's Laboratory, subject to the Plan exclusions and limit of liability stated below. **POWER SURGE DOES NOT COVER DAMAGES CAUSED BY IMPROPER INSTALLATION OR CONNECTION TO AN INCORRECT POWER SOURCE OR DIRECT LIGHTNING STRIKES.**

B. Accidental Damage from Handling(ADH): If You purchased a Plan that provides coverage for Accidental Damage from Handling ("ADH Coverage"), as listed on Your Coverage Summary, this Plan also covers Breakdown of Your Product resulting from sudden and unforeseen accidental damage to Your Product, provided such damage was in the course of regular use of the Product by You, subject to the Plan exclusions and limit of liability stated below.

ADH Coverage does not provide protection against wear and tear, theft, mysterious disappearance, misplacement, lost parts, viruses, reckless, abusive, willful, or intentional conduct associated with handling and use of the Product, cosmetic damage and/or other damage that does not affect unit functionality, or damage caused during shipment between You and Our service providers. If

protective items such as covers, carrying cases or pouches, etc. were provided or made available for use with Your Product, it is expected that You will continually use these accessories for protection against damage to Your Product. "Abuse" is defined as Your intentional non-utilization of protective items during the use of Your Product, or Your treatment of the Product(s) in a harmful, injurious, or offensive manner that may result in its damage. Any resultant damage from this type of treatment is NOT covered by ADH Coverage.

VII. Your Responsibilities

1. Purchase the correct Plan for Your Product(s).
2. Retain and provide Us or Our Plan Administrator with a complete copy of proof of purchase, if requested at time of Service Request.
3. Properly maintain, inspect, store, care for, including clean, and/or use Your Product according to the manufacturer instructions, and if Your Product becomes damaged, You must take necessary steps to protect it against any further damage. If We determine that any loss or damage has occurred as a direct result of not performing any of the foregoing, Your Service Request will be denied.
4. You are required to pay for Your Plan in full or have paid all required payments that are due.
5. You will be notified by Us if You have not paid a Monthly Payment Amount that is due. You are required to contact Us immediately to make the required Monthly Payment Amount that is due. Your Plan may be cancelled by Us, in accordance with Section XVII if you have not paid Your Monthly Payment Amount by its due date.

VIII. To Obtain Service: To request service, please contact the Administrator listed on Your Coverage Summary.

1. Notice of any Breakdown must be given to Us via Our Plan Administrator immediately upon discovery and must have occurred during the Coverage Term.
2. We will not pay for any services or parts provided without Our or Our Plan Administrator's prior authorization.
3. You are responsible to pay a Service Fee for each Service Event, if applicable.
4. Prior to service being dispatched, the Plan must be paid in full or You must have paid all Monthly Payment Amounts due to Us at the time You request service. If You request service during a time in which there are unpaid Monthly Payment Amounts of the Total Plan Price due from You, regardless of whether such payments are currently due or overdue, We reserve the right to require full payment of the remaining unpaid balances prior to providing any services/benefits under this Plan, at Our sole discretion.
5. If work performed by Our Authorized Repair Technician under this Plan fails within 30 days, We or Our Plan Administrator will make the necessary repairs for no additional Service Fee. Any past due amounts on Plans will be required.
6. All covered repairs will be serviced by Authorized Repair Technicians. If We or Our Plan Administrator cannot provide an Authorized Repair Technician to You, at Our discretion, We or Our Plan Administrator may approve the use of a service provider outside of Our network, of Your choice, provided they can show proof of insurance and are fully licensed to perform such service.
7. After the Authorized Repair Technician's diagnosis, if it is determined that coverage under this Agreement does not apply, or no Breakdown is discovered, You are required to pay the authorized Repair Technician directly for all charges incurred, including access and diagnosis. You may then choose to have any necessary repair completed at Your expense.
8. You may be required to provide the original sales receipt for a claim to be processed. You may be required at the discretion of the Administrator to ship Your defective item to the Administrator at the address on the top of this Plan. The Administrator will issue You a return authorization number (RA#). You must write the RA# on the outside of the package. Products shipped without the RA# may be refused. Products found to be non-defective will be returned to You. You are responsible for all costs of postage, insurance, packaging and shipping. Please make sure Your product is properly protected with bubble wrap or other protective materials. Replacement will not be provided if Your product is damaged in shipping.

9. For electronics with an Operating System, You are responsible for backing up all computer software and data prior to sending the defective product to Us. Repairs may result in the deletion of software and data. **We are not responsible for any lost data.**

IX. What's Not Covered

- a. Normal wear and tear;
- b. Any pre-existing conditions that occur prior to the Coverage Start Date of this Plan;
- c. Natural flaws, inherent design defects or manufacturer's defects;
- d. Intentional damage;
- e. Lost, stolen or irretrievable items;
- f. Any Product that is fraudulently described or materially misrepresented;
- g. Secondary or collateral damage;
- h. Maintenance, service, repair or replacement necessitated by loss or damage resulting from any cause other than normal use, storage and operation of the Product in accordance with the manufacturer's specifications and owner's manual;
- i. Damage caused by exposure to weather conditions, improper electrical/power supply, improper equipment modifications, add-on products or accessories, attachments or installation or assembly, collision with any other object, vandalism, animal or insect infestation, corrosion, battery leakage, act of nature (any accident caused or produced by any physical cause which cannot be foreseen or prevented, such as storms, perils of the sea, tornadoes, hurricanes, floods and earthquakes) or any other force majeure or peril originating from outside the Product;
- j. Non-operating or external parts, e.g. protective glass, housings, insulation, conduit, frames, cabinets, knobs, dials, drawers, handles, shelves, doors, hinges, light bulbs, projection bulbs, filters, hoses;
- k. Any installed accessory item, e.g., gas or electronic connectors;
- l. Any antennae or antennae system, any expansion of the channel or frequency range capabilities of the Covered Product, circuit adjustments required to receive any particular station, service or adjustments due to changes in external power or water supply, water and power connectors and connections, reception or normal signal; and remote controls, phonograph cartridges and stylus, headphones;
- m. Damage caused by "accumulation," including, without limitation, damage from any repeated use or gradual buildup of dirt, dust, oils or similar, such as hair and body oils, perspiration or darkened bodily contact areas;
- n. Damage caused by: any improper care, negligence, neglect, intentional acts, misuse or abuse of the Product; any repair, replacement or handling of the Product other than as recommended or authorized by the manufacturer and/or Us; or any failure to comply with the manufacturer's warranty;
- o. Damage caused by cleaning methods, products or materials;
- p. Defects due to the installation, assembly or hookup of Your Product;
- q. Damage caused by transit, delivery, redelivery, removal or reinstallation of the Product, or the Product being moved between different locations or into or out of storage, including damage caused by packing or unpacking of the Product;
- r. Claims made under any improperly or incorrectly purchased Protection Plan;
- s. Except as otherwise provided, "cosmetic damage," defined as any damages or changes to the physical appearance of a Product that does not impede or hinder its normal operating function as determined by Us, such as scratches, abrasions, peelings, dents, kinks, changes in color, texture, or finish or similar conditions;
- t. Television or computer monitor screen imperfections, including "burn-in".
- u. Accidental damage or liquid damage, unless ADH coverage was offered and purchased as part of Your Plan;
- v. Projector or rear projection TV bulbs;
- w. Consumer replaceable or consumable batteries, unless battery coverage was offered and purchased as part of Your Plan;
- x. Consumer replaceable or consumable items including but not limited to toner, ribbons, ink cartridges, cables, drums, belts, printer heads, blades, strings and trim;

- y. Product used for heavy commercial, educational, rental or industrial use;
 - z. Product(s) with removed or altered serial numbers;
 - aa. Manufacturer defects or equipment failure, which is covered by manufacturer's warranty, manufacturer's recall or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);
 - bb. Damage to computer hardware, software and data or loss of software or data, caused by, including, but not limited to, viruses, application programs, network drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data;
 - cc. "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Product (such as poor cell phone reception);
 - dd. Any Product that is a demonstration/in-store model, or that is sold "as-is";
 - ee. A Product that is no longer in Your possession; and
 - ff. Any failure, damage, repairs or loss that is covered under any other Plan, warranty, service plan and/or insurance.
 - gg. Any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means
- X. **Manufacturer's Warranty:** Parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer. Your Product(s) may have a labor and/or parts warranty from the manufacturer that may provide additional or overlapping coverage with this Plan. Review Your manufacturer's warranty. Nothing in the Plan will limit or discharge any manufacturer's obligations. If Your Covered Product is replaced by the manufacturer, Your replacement device will become the Covered Product under this Plan, provided You contact us to provide the serial number and any other information requested so that We can properly identify the new product as the Covered Product.
- XI. **No-Lemon Policy:** After three (3) unique Service Events (unique claim numbers issued for each Service Event) have been completed on an individual Covered Product for the same breakdown on the same part(s) (identical part number), and that Covered Product requires a fourth (4th) repair, with a new claim number, for the same breakdown on the same part (s) (identical part number) within a rolling twelve (12) month period, as determined by Us, We will replace it, at our discretion, with a new or remanufactured product of like kind and quality that performs to the factory specifications of the original product or provide You a Settlement with a value equivalent to the original purchase price of the product. This Plan shall be satisfied upon replacement of Your Covered Product or issuance of Your Settlement.
1. You must complete the transaction within 90 days from the date of our No-Lemon Benefit authorization.
 2. The following services do not qualify as a repair for purposes of determining the No-Lemon Benefit: ADH Coverage repairs and replacements; parts and service covered under the manufacturer's warranty or by a manufacturer's recall; preventative maintenance; cleanings; troubleshooting and diagnosis; any technical support services in relation to computer software-related issues; virus and/or spyware damage/removal; a valid no-fault-found determination; customer education; or accessory repairs/replacements (e.g., ice makers, chargers, disposable batteries).
- XII. **WAIT PERIOD: A WAIT PERIOD APPLIES TO THIS PLAN IF LISTED ON YOUR COVERAGE SUMMARY PAGE.**
- XIII. **Service Fee:** A Service Fee applies to this Plan if listed on Your Coverage Summary. The Service Fee will be required to be paid prior to any Service is provided.
- XIV. **Limit of Liability**
The Limit of Liability is the maximum amount We will pay during the Term of this Plan, which is equal to the total Retail Price You paid for the Covered Products as listed on Your Coverage Summary. The Limit of Liability for each Covered Product is shown on the Coverage Summary.

Should the amount paid by Us for authorized repairs, parts, and other coverage for any individual Covered Product reach the Limit of Liability shown on the Coverage Summary during the Term, no further coverage is provided for that Covered Product under this Plan, and the obligations of the Obligor, Plan Seller, and Plan Administrator under this Plan will be deemed fully satisfied by Us for that Covered Product.

THE TOTAL LIABILITY UNDER THIS PLAN WILL NOT EXCEED THE LIMIT OF LIABILITY FOR EACH COVERED PRODUCT.

IN NO EVENT WILL THE OBLIGOR, PLAN SELLER, OR PLAN ADMINISTRATOR BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE BREAKDOWN OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA, DOWN-TIME, AND CHARGES FOR TIME AND EFFORT RELATING DIRECTLY OR INDIRECTLY TO THIS PLAN.

XV. Transfer of Plan: This Plan is not transferable.

XVI. Renewal of Plan:

Term Plans for a set number of years as listed on Your Coverage Summary are not renewable.

IF THE COVERAGE SUMMARY STATES THAT THE TERM OF THIS PLAN IS MONTHLY AUTO-RENEWAL, THIS SERVICE PLAN WILL RENEW MONTHLY AT OUR OPTION. IF WE DO NOT NON-RENEW YOUR SERVICE PLAN AND WE DO NOT NOTIFY YOU OF ANY CHANGES TO YOUR SERVICE PLAN AS PROVIDED HEREIN, YOUR SERVICE PLAN WILL CONTINUE IN FORCE EACH MONTH, AND THE MONTHLY PAYMENT AMOUNT WILL BE DUE. THE PRICE OF THIS SERVICE PLAN AND ANY INCLUDED LIMITS, TERMS, FEES OR CHARGES MAY BE ADJUSTED FROM TIME TO TIME. NOTICE OF ANY ADJUSTMENTS TO THE PRICE OR TERMS OF YOUR SERVICE PLAN WILL BE GIVEN TO YOU IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO IMPLEMENTATION. YOU AGREE THAT ANY PROVISIONS REQUIRED BY LAW TO BE CONTINUED HEREIN FOR RENEWAL PURPOSES ARE DEEMED INCORPORATED HEREIN FOR RENEWAL PURPOSES. IF THE RENEWAL REQUIREMENTS HAVE NOT BEEN MET, THIS SERVICE PLAN WILL END AT THE END OF THE THEN-CURRENT MONTHLY TERM, AND WE WILL HAVE NO FURTHER OBLIGATIONS TO YOU.

YOU MAY CANCEL YOUR SERVICE PLAN AT ANY TIME IN ACCORDANCE WITH SECTION XVII.

XVII. Cancellation of Plan: You may cancel this Plan for any reason at any time. To cancel the Plan, call the service number listed on Your Coverage Summary or mail Your cancellation request to the Obligor listed on Your Coverage Summary.

1. If You cancel this Plan within 30 days of the Contract Start Date, You will receive a 100% refund of the Total Plan Price paid less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received.
2. If You cancel this Plan after the first thirty (30) days from the Coverage Start Date:
 - a. You will receive a pro rata refund of the Total Plan Price paid by You, less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received and less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan Price, whichever is less.
 - b. If You are paying on a monthly basis, Your Plan will continue through the end of the month for which Your last Monthly Payment Amount was paid and You will not be charged again.

NOTICE: If You cancel this Plan during a time in which there are unpaid Monthly Payment Amounts of the Total Plan Price due from You, regardless of whether such Monthly Payment Amounts are currently due or overdue, We reserve the right to deduct any or the entire portion of any such unpaid amounts from Your refund, if any. If Your calculated refund results in You owing Us payment for services provided in advance of Our receipt of Your due Total Plan Price, We may bill You for the lesser of the net amount due to Us or the remaining unpaid Total Plan Price. We will bill You any balance owed to Us through the same mechanism as any previous installment billings, or We will direct bill.

We reserve the right to cancel this Plan at any time and without prior written notice in the event of non-payment, material misrepresentation by You, or a substantial breach of duties by You. If You are paying the Total Plan Price in monthly payments and have not paid a Monthly Payment Amount that is due, Your Plan may be cancelled by Us effective as of the last day of the month in which the last Monthly Payment Amount was paid. If We cancel this Plan for any other reason, written notice which includes the effective date of cancellation and reason for cancellation will be mailed to You at least thirty (30) days prior to termination. If this Plan was inadvertently sold to You on a product which was not intended to be covered by this Plan, We will cancel this Plan and return the full Total Plan Price or Monthly Payment Amount(s) paid by You.

The cancellation of a Plan containing multiple Products cancels coverage on ALL Products previously covered by the Plan.

XVIII. Insurance: This Plan is not a contract of insurance. The Obligor under this Plan is insured by a service contract reimbursement policy issued by Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094, telephone number 888-888-2245 (the "Insurer"). If, within 60 days, We or Our Administrator have not paid a claim, provided You with a refund, or if You are otherwise dissatisfied, or We are no longer a going concern, You may 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.

XIX. Entire Plan: This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the Proof of Purchase for Your Product, constitutes the entire agreement and no representation, promise or condition not contained herein shall modify these items, except as required by law. **This Plan is not available in Hawaii.**

XX. State Variations: The following state variations shall control if inconsistent with any other terms and conditions:

In Alabama, Arkansas, California, Colorado, District of Columbia, Georgia, Maine, Massachusetts, Minnesota, Missouri, New Jersey, Nevada, New Mexico, New York, South Carolina, Texas, Virginia, Washington, Wisconsin and Wyoming: A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days (30 days for **Alabama, California** and **New York**, 60 days for **New Mexico**) after the cancellation of this Plan.

Alabama: You may cancel this Plan within twenty (20) days of the receipt of these Terms and Conditions, and if no claim has been made during this period, the Plan is void and We shall refund to You the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. If You cancel this Plan after twenty (20) days of receipt of this Plan, We shall refund to You the unearned portion of the full purchase price of the Plan including the unearned portion of any premium paid for any applicable insurance policy and less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Total Plan Price, whichever is less. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any shall be refunded to you.

Arizona: The second sentence of the first paragraph is replaced with the following: This Plan and the State Variations, along with the Declaration of Coverage/Coverage Summary, set forth the entire contract between You and Us. Section XVII.2.b is deleted. If Your written notice of cancellation is received prior to the expiration date of the Plan, the administrator of the Plan shall refund the remaining pro-rata price, less any benefits paid and an administrative fee of twenty-five dollars (\$25.00) or not to exceed ten percent (10%) of the Total Plan Price gross amount You paid for this Plan, whichever is less. We will deny coverage for the reasons set forth in What's Not Covered Section only if these situations occurred while You own the Covered Product. Under the What's Not Covered Section "**Any pre-existing conditions that occur prior to the Coverage Start Date of this Plan**" is deleted and replaced with the following: "This Plan does not cover known or unknown pre-existing conditions unless such pre-existing conditions were known or should reasonably have been known by Us or a person selling this Plan on Our behalf." Any exclusions related to improper installation, repair, or replacement of any Covered Product in this Plan do not apply to an installation, repair or replacement made pursuant to a claim filed under this Plan as a result of a Breakdown.

California: For all products other than home appliances and home electronic products, the Cancellation of Plan provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of these Plan Terms and Conditions, You shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, You will receive a pro rata refund, less the cost of any service received. For home appliance and home electronic products, the Cancellation of Plan provision is amended to replace the term Coverage Start Date with "receipt of the Plan." If the Product requires depot repair service, You are responsible for the shipping cost to send the Product to the repair center.

Colorado: Any administrative fee for cancellation permitted under this Plan will not exceed 10% of the Total Plan Price.

Connecticut: Resolution of Disputes: If You purchased this Plan in Connecticut and a dispute arises between You and the provider of this Plan. You may mail Your complaint to: 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. You must first attempt to mediate any dispute. In the event that mediation is unsuccessful You may pursue arbitration to settle disputes between You and the provider of this Plan. You have the right to cancel this Plan if You return the Product or if the Product is sold, lost, stolen or destroyed. If We cancel this Plan, written notice including effective date and reason for cancellation will be mailed to You electronically or by U.S. Mail at least 30 days prior to termination.

District of Columbia: If You cancel after 30 days, or if You cancel after a claim is has been made, any refund will be reduced by the amount paid in connection with the claim. If we cancel for any reason other than nonpayment, We will refund 100% of the unearned pro-rata provider fee, less any claims paid. If We cancel this Plan, written notice including effective date and reason for cancellation will be mailed to You electronically or by U.S. Mail at least 5 days prior to termination other than for non-payment, material misrepresentation by You, or a substantial breach of duties by You.

Florida: **The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.** The Service Warranty Association for this Plan is Ironwood Warranty of Florida, LLC 400 Missouri Avenue, Suite 120, Jeffersonville, KY 47130, Florida Company Code 48287. In the event You cancel this Plan, We will provide you a refund of 90% of the unearned pro-rata premium less any claims paid. If We cancel this Plan, We will provide a refund of 100% of the unearned pro-rata premium less claims paid.

Georgia: If a claim covered by this Plan is also covered by another plan, then the claim will be paid on a pro-rata basis with such other plan. If a claim covered by this Plan is covered by an insurance

policy, manufacturer's or limited 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 or limited warranty, or recall, or subject of any legal action. In no event, however, shall we pay more than the applicable Limit of Liability. In the event You cancel this Plan within thirty (30) days, You will receive a refund of 100% of the Total Plan Price less any claims paid. If You cancel this Plan after thirty (30) days, You will receive a refund of 100% of the unearned pro-rata Total Plan Price less any claims paid and a reasonable administrative fee which will not exceed 10% of the unearned pro-rata Total Plan Price, regardless of the reason for cancellation. We reserve the right to cancel this Plan upon thirty (30) days written notice, in the event of customer fraud, material misrepresentation, or failure to pay. You will receive a refund of the unearned pro-rata Total Plan Price, less any claims paid and a reasonable administrative fee which will not exceed 10% of the unearned pro-rata Total Plan Price. The notice of cancellation will include the reason and the effective date of cancellation. Under the What's Not Covered section, "Any pre-existing conditions that occur prior to the Coverage Start Date of this Plan" is replaced with "Any and all pre-existing conditions known to you that occur prior to the Coverage Start Date of this Plan." and "Damage caused by ...improper equipment modification or alterations" is replaced with "Damage caused by ...improper equipment modifications or alterations made by You or with Your knowledge."

Illinois: You may cancel this Plan: (a) within thirty (30) days after its purchase if no service has been provided and receive a full refund of the Plan price, less a cancellation fee not to exceed the lesser of ten percent (10%) of the Plan Price or fifty dollars (\$50.00); or (b) at any other time and receive a pro rata refund of the Plan price for the unexpired term of the Plan, based on the number of elapsed months less the value of any service received, and the cancellation fee not to exceed the lesser of (10%) of the Plan price or fifty dollars (\$50.00).

New Hampshire: Cancellation language is amended with the following: Section XVII.2.b is deleted. No claims shall be deducted from any refund due under this Plan. You may be charged a cancellation administrative fee of no more than ten (10) percent of the contract price or \$75, whichever is less. In the event You do not receive satisfaction under this contract, You may contact the New Hampshire Insurance Department at New Hampshire Insurance Department, 21 South Fruit Street, Concord, New Hampshire 03301, telephone number 603-271-2261. If You have any questions or complaints, You may contact either the Plan Obligor or Plan Administrator at their address or phone number listed on the Coverage Summary.

New Mexico: You may return this Plan within twenty (20) days of the date this Plan was mailed to You, or within ten (10) days if the Plan was delivered to You at the time of sale. If You made no claim, the Plan is void and the full purchase price will be refunded to You. If You cancel this Plan thereafter, You will be refunded the remaining days of coverage on a pro-rated basis, less costs for service performed and an administrative fee not to exceed ten percent (10%) of the Plan Price. This Plan is insured by Lexington National Insurance Corporation. If the Plan Provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit your claim to P.O. Box 6098, Lutherville, MD 21094, telephone number 888-888-2245. If this Plan has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Plan term or one (year, whichever occurs first, unless: (a) You fail to pay any amount due; (b) You are convicted of a crime which results in an increase in the service required under the Plan; (c) You engage in fraud or material misrepresentation in obtaining this Plan; (d) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (e) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674.

Michigan: If the performance of this Plan is interrupted because of a strike or work stoppage, the effective period of this Plan shall be extended by the period of the strike or work stoppage.

New York: You may return this Plan within at least twenty (20) days of the date of mailing of the Plan or within at least ten (10) days if the Plan is delivered to You at the time of sale or within a longer time period if permitted within this Plan, and if no claim has been made during this period, the Plan shall be void and We shall refund to You the full purchase price of the Plan.

New Jersey: **The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.** The use of refurbished, reconditioned, or non-original manufacturer's parts is permitted.

Nevada: You are entitled to a "Free Look" period for this Plan. If You decide to cancel this Plan within thirty (30) days of purchase and You have not made a claim under this Plan, 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, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. We can cancel this Plan due to 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. 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; (4) You fail to pay any amount due; or (5) You are convicted of a crime which results in an increase in the service required under the service contract. Cancellation of this Plan as permitted hereunder is effective 15 days after We mail the cancellation notice to You. If We cancel this Plan no cancellation fee will be imposed and no deduction for claims paid will be applied. If Your covered failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your covered product will commence within 24 hours after you report your claim. If these repairs cannot be completed within three (3) calendar days, We will send you a report indicating the status of these repairs. The status report will also be sent to the Commissioner by electronic mail at pcinsinfo@doi.nv.gov. If You are not satisfied with the manner in which We are handling the claim on the contract, You may contact the Nevada Division of Insurance toll-free at 1-888-872-3234.

North Carolina: We will not cancel this Plan except for failure to pay the Total Plan Price. The purchase of this Plan is not required either to purchase or to obtain financing for the product.

Oregon: The deductible or service fee applicable to this Plan is listed on Your Declaration of Coverage.

South Carolina: To prevent any further damage, please refer to the owner's manual. In the event of a dispute with the provider of this Plan, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or 1-800-768-3467. This Plan is not an insurance contract.

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

Texas: You are entitled to a "Free Look" period for this Plan. If You decide to cancel this Plan within thirty (30) days of purchase and You have not made a claim under this Plan, 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, less any claims paid and a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. If You purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a Service Plan Provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider. The provider of this Plan is Ironwood Warranty, LLC, TDLR registration number SCP 795.

Oklahoma: The Service Warranty Association for this Plan is Ironwood Warranty of Florida, LLC 400 Missouri Avenue, Suite 120, Jeffersonville, KY 47130, License Number 516888082. This Plan is not issued by the manufacturer or wholesale company marketing the product. This Plan will not be honored by such manufacturer or wholesale company. The Oklahoma Service Agreement statutes do not apply to commercial use references in Plan contracts. This is not an insurance contract. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. In the event that this Plan is a Monthly Plan, this Plan will not expire while a Covered Product is being repaired. In the event You cancel this Plan, return of the Total Plan Price will be based upon 90% of the unearned pro-rata Total Plan Price less the actual cost of any service provided under this Plan. In the event We cancel this Plan, return of Total Plan Price will be based upon 100% of unearned pro-rata Total Plan Price less the actual cost of any service provided under this Plan.

Utah: Replacement parts will be new, rebuilt or non-original manufacturer's parts that perform to the factory specifications of the Covered Product at Our sole option. Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guaranty Association. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Cancellation: Section XVII.2.b is deleted. We can cancel this Plan during the first sixty (60) days, by mailing to You a notice of cancellation at least ten (10) days prior to the effective date of cancellation except that We can 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 this Plan by mailing a cancellation notice to You at least thirty (30) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) material misrepresentation; (b) substantial change in the risk assumed, unless You should reasonably have foreseen the change or contemplated the risk when entering into the Plan; or (c) substantial breach of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at your last known address and contain all of the following: (1) the Plan number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation. If Your covered failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your covered product will commence within twenty-four (24) hours after You report Your claim by calling the number above. For any Product failure which is not reported prior to the expiration of this Plan will be considered if You can provide valid reason (examples; hospitalized, incapacitated, etc.) for delay of notice.

Virginia: If any promise made in this Plan 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 www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

Wisconsin: The term "Plan" in these terms and conditions shall be understood to mean "Service Contract". **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** This Service Contract, including optional ADH coverage, does

not provide coverage for intentional damage and/or pre-existing conditions that occur prior to the Coverage Start Date. This Service Contract may be cancelled by Us for nonpayment of the Total Plan Price, material misrepresentation by You to Us, or substantial breach of duties by You relating to the Covered Product(s) or their use. We will send written notice of cancellation to Your current address in Our file (email or physical address as applicable) at least five (5) days prior to cancellation, including the reason and the effective date of cancellation. If We cancel this Service Contract for a reason other than nonpayment of the Total Plan Price, You will be refunded 100% of the unearned Total Plan Price, less any claims paid. If We cancel this Service Contract for nonpayment of the Total Plan Price, We reserve the right to deduct any or the entire portion of any such unpaid amounts plus any claims paid from Your refund, if any. In the event of a total loss of property covered by a Service Contract that is not covered by a replacement of the property pursuant to the terms of the Service Contract, You shall be entitled to cancel the Service Contract and receive a pro rata refund on any unearned provider fee, less any claims paid. Section XVII.2.b is deleted. If a claim has been made under this Service Contract, You may cancel the Service Contract and We shall refund to You one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. We may charge a reasonable administrative fee for the cancellation, which may not exceed ten percent (10%) of the provider fee. 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 Administrator of this Bolttech Device Protection Services LLC, 555 North Point Center East, Suite 650, Alpharetta, GA 30022, telephone 1-855-577-6432.

Washington: This Plan is an agreement between the Obligor/Provider, Ironwood Warranty of Florida, LLC, and You. The Administrator is Bolttech Device Protection Services LLC. In the event of cancellation within the first thirty (30) days of the receipt of this Plan, You will be refunded the full Plan price, minus any paid claims. If We cancel this Plan for any reason, We must mail You written notice of such cancellation at least twenty-one (21) days prior to the effective date of such cancellation and state the true and actual reason for the cancellation.

Wyoming: This Plan will be considered void and We will refund You the full purchase price of the Plan or credit Your account if You have not made a claim under this Plan and You have returned the Plan to Us (a) within 20 days after the date We have mailed the Plan to You, (b) within 10 days after You have received the Plan if the Plan was furnished to You at the time the Plan was purchased, or (c) within a longer time period if specified in the Plan. The right to void the Plan provided in this subsection applies only to the original Plan purchaser and is not transferable. If We cancel this Plan for reasons other than nonpayment, a material misrepresentation made by You to Us or because of a substantial breach of duties by You relating to the product or its use, We will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation.