ELECTRONICS, EDUCATION AND SMALL BUSINESS SERVICE AGREEMENT

This Agreement is not a Contract of Insurance

PLEASE READ THIS AGREEMENT CAREFULLY. It describes the protection You will receive in return for payment by You. You must keep this **Agreement**, Your sales invoice and receipt for the Covered Product You purchased. They are integral parts of this **Agreement** and You may be required to produce them to obtain service. You must maintain the Covered Product as recommended by the manufacturer's owner's manual or product warranty. Refer to the face of this **Agreement**, or the Declarations Page of this **Agreement**, or Your sales invoice or receipt to determine the term of this **Agreement**; whether You purchased a Replacement Plan, a Repair Plan, or a Repair Plan with Maintenance; and if there is a Deductible required to obtain service. This **Agreement** may be renewed only with respect to a Repair Plan and subject to Our sole discretion.

A. DEFINITIONS:

(1) "We", "Us" and "Our" mean the company obligated under this **Agreement**, the "Obligor," as follows:

(a) Plateau Service Company, 2701 N. Main Street, Crossville, TN 38555, is the Obligor in Alaska, Connecticut, Delaware, Idaho, Iowa, Indiana, Kansas, Louisiana, Maryland, Michigan, Mississippi, Nebraska, New Jersey, North Carolina, North Dakota, Pennsylvania, South Dakota, Tennessee, West Virginia and Wisconsin.

(b) Plateau Casualty Insurance Company, 2701 N. Main Street, Crossville, TN 38555, is the Obligor in Georgia and Oklahoma.

(c) The Retailer from which you purchased the Covered Product, is the Obligor in New York.

[(d) Coverage under this Agreement is not yet available in Alabama, Arizona, Arkansas, California, Colorado, District of Columbia, Hawaii, Illinois, New Hampshire, Kentucky, Maine, Massachusetts, Minnesota, Missouri, Montana, Nevada, New Mexico, Ohio, Oregon, Rhode Island, South Carolina, Texas, Utah, Vermont, Virginia, Washington, and Wyoming.]

(e) Plateau Warranty Company, 2701 N. Main Street, Crossville, TN 38557, is the Obligor in Florida.

(2) "You" and "Your" mean the person who purchased coverage as outlined in this **Agreement**, and any authorized transferee/assignee of the purchaser.

(3) "Administrator" means Warranty Concepts Inc. DBA Ensure Protect, 1604 Dell Court, San Jose, CA 95118

(4) "Accidental Damage from Handling" or "ADH" means a single, unexpected, sudden and unintentional event causing the item to break while in use that renders it unsafe or impossible to use, and does not include accumulated damage from continual or multiple events. ADH is not intended to include external causes like crashes, accidents from other vehicles, or while being transported. You may be required to have your device in a protective case designed specifically for your device to receive this coverage as indicated on your receipt and/or Declarations Page.

(5) "Covered Claim" refers to the repair or replacement of a Covered Product in accordance with the terms and conditions of this **Agreement**, and that the failure happened during the coverage period, not prior to, (as noted in section E below). This means if the covered claim happens during the coverage period You are entitled to the repair or replacement even if the coverage expires while in for service.

(6) "Covered Product" means the item covered by this **Agreement**. Covered Product does not include, for example, parts bought after You purchase and receive the Covered Product from the Retailer.

(7) "Deductible" means the amount of a Covered Claim for which You are financially responsible before this **Agreement** provides coverage. The Deductible will be indicated on the Declarations Page.

(8) "Mechanical or Electrical Breakdown" means a mechanical or electrical failure of Your Covered Product to perform its fundamental operation(s) in normal service.

(9) "New Product" means that there has been no prior owner of the Covered Product and the Covered Product has a full manufacturer's warranty as of the effective date of this **Agreement**.

(10) Retailer means the entity from which you purchased the Covered Product.

(11) "Selling Retailer, Entity or Agent" means the entity selling the Covered Product and this **Agreement**, inclusive of the entity's authorized employees, agents, and contractors.

B. WHAT IS COVERED:

(1) Your coverage under this Agreement will vary by the type of Plan You purchased, as indicated on the Declarations Page, or Your sales invoice or receipt, as follows:

(a) **Replacement Plan**: If You purchased a Replacement Plan and have Mechanical or Electrical Breakdown, We will replace Your Covered Product with a new, rebuilt, or refurbished product of equal or similar features and functionality but not necessarily the same brand or, if a similar product is not available, We will reimburse You via a gift card or cash settlement, up to the original purchase price of Your Covered Product, excluding sales tax, not to exceed the Limit of Liability under Section C below. Coverage begins at the end of the manufacturer's warranty indicated along with the date of purchase listed on **Your** sales receipt or ordering document. Only qualifying products with a selling price under one hundred dollars ($100) are eligible for coverage under the Replacement Plan.

(b) **Repair Plan:** If You purchased a Repair Plan and have a Mechanical or Electrical Breakdown, We will repair Your Covered Product. If the Covered Product cannot be repaired or is not cost effective to repair as determined by Us, at Our sole discretion, We will replace Your Covered Product with a new, rebuilt, or refurbished product of equal or similar features and functionality but not necessarily the same brand, excluding sales tax, not to exceed the Limit of Liability under Section C below. If Your Covered Product is covered by a lifetime manufacturer's warranty, or has installed parts that carry a parts only warranty, We will cover the labor to repair Your Covered Product that would not otherwise be covered by the manufacturer. The total amount We will pay under the Repair Plan shall in no event exceed the original purchase price of Your Covered Product, excluding sales tax, not to exceed the Limit of Liability under Section C below. Coverage begins upon expiration of the shortest duration of the original manufacturer's warranty.

(2) **Accidental Damage from Handling**: The Covered Product is protected against Accidental Damage from Handling, if indicated on your Declarations Page, such as sudden breaks while in use. ADH only covers sudden events and does not include protection against theft, mysterious disappearance, misplacement, reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Product, cosmetic damage and/or other damage that does not affect the Covered Product's functionality, damage caused during transport, shipment between You and Our service providers, and any other limitations listed in Section E (WHAT IS NOT COVERED) of this **Agreement**. Any resultant damage from this type of treatment is NOT covered by this **Agreement**. The use of this coverage may require an explanation of where and when the Accidental Damage from Handling occurred as well as a detailed description of the actual event, AND if a handheld mobile device, proof that the device was in its protective case at the time the damage occurred. Failure to provide this information may result in claim denial.

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C. **LIMIT OF LIABILITY**: Our limit of liability for the Covered Product for a Replacement Plan, a Repair Plan, or a Repair Plan with Maintenance is the lesser of the cost of replacing the Covered Product or three (3) repairs to the Covered Product. Upon replacement, We no longer have any obligation for the replaced product under this **Agreement**. This **Agreement** shall expire upon replacement of the Covered Product or issuance of a compensation check in lieu of replacement. **SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS AGREEMENT AND ARE YOUR RESPONSIBILITY.**

D. **HOW TO GET SERVICE**: **Visit your selling entity or** You may contact the Administrator for the appropriate authorized service center if you are away from Your seller. Call **844 WARRNTY or 844 927-7689** between the hours of 6:00 AM and 9:00 PM Pacific Standard Time, or go online to www.ensureprotect.com/EDU. All repairs must be authorized by the Administrator prior to performance of work. Claims on unauthorized repairs may be denied. We may delegate certain or all administration of this **Agreement** to the Administrator.

E. **WHAT IS NOT COVERED**: **(1) a Covered Product not covered by a manufacturer's warranty at the time the Covered Product was purchased by You; (2) Covered Product repairs that should be covered by a manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs; (3) cleaning; periodic checkups; and preventive maintenance unless otherwise noted on the Declarations Page; (4) any and all conditions that occur or exist prior to the effective date of this Agreement or any product sold "AS-IS" including but not limited to floor models, demonstration models, and products used in a similar manner; (5) parts or repairs due to normal wear and tear unless tied to a Mechanical or Electrical Breakdown, and parts normally designed to be periodically replaced by You during the life of the Covered Product; (6) damage from abuse, misuse, mishandling, or introduction of foreign objects into the Covered Product; unauthorized modifications or alterations to a Covered Product; or failure to follow the manufacturer's instructions; (7) damage from third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; acts of God or consequential loss of any nature; (8) loss or damage caused by war; invasion; act of foreign enemy; hostilities; rebellion; riot; strike; labor disturbance; lockout; or civil commotion; (9) incidental, consequential or secondary damages or delay in rendering service under this Agreement; (10) loss of use during the period that the Covered Product is at an authorized service center or awaiting parts; (11) any Covered Product used on a commercial or rental basis, regardless of when loss or damage occurs; (12) Covered Product failure that occurs outside of the 50 states of the United States of America and the District of Columbia; (13) non-functional or aesthetic parts including but not limited to seat fabric, plastic parts, knobs, rollers, baskets; scratches, peeling or dents; (14) unauthorized repairs or parts; (15) cost of installation, setup, diagnostic charges, removal or reinstallation of the Covered Product, except as provided herein; (16) accessories used in conjunction with a Covered Product but not part of the Covered Product; (17) any loss other than a Mechanical or Electrical Breakdown; (18) service where no problem can be found; noises; squeaks; (19) Mechanical or Electrical Breakdown that is not reported to Us during the term of this Agreement; and (20) damage to a Covered Product that was not stored securely or properly to prevent such damage.**

IN NO EVENT SHALL WE, THE ADMINISTRATOR, OR THE SELLING RETAILER, ENTITY OR AGENT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS AGREEMENT WILL NOT COVER A MECHANICAL OR ELECTRICAL BREAKDOWN OR DAMAGE NOT SPECIFICALLY LISTED UNDER SECTION B (WHAT IS COVERED).

F. **CONDITIONS**:

(1) **Arbitration Provision:** Any dispute, controversy or claim (collectively "Claims") arising out of or relating to this **Agreement**, including but not limited to Claims arising out of or relating to any underlying transaction giving rise to this **Agreement**, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in effect at the time the arbitration is commenced, and judgment on the award rendered by the arbitrators may be entered in any court of competent jurisdiction. You and We also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings. Any such arbitration shall be held in Cumberland County, Tennessee, unless You and We mutually agree on a different location. We shall select and notify You of Our selection for the first arbitrator and within ten (10) days of Your having received notice of said selection, You shall notify Us of Your selection for the second arbitrator. A third arbitrator shall be selected by the arbitrators named by the aforementioned parties. Each party shall be responsible for its own costs and expenses, but the costs and expenses of the third arbitrator shall be shared by You and Us. You and We understand and agree that this **Agreement** and the transactions contemplated hereby will have a material connection to interstate commerce and intend that the Federal Arbitration Act applies hereto. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court rather than in arbitration. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this **Agreement** or any prior agreement, this Arbitration Provision governs. Nothing herein is intended or should be construed as consent to class-action or representative arbitration. **YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION; HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY**. This Paragraph E(1) shall survive the termination of this **Agreement**.

The following additional terms and conditions apply only to Agreements purchased in the states indicated below and shall govern to the extent of any express conflict with a provision of this Paragraph E(1) above. For Agreements purchased over the telephone or Internet, refer to the state in which You reside.

(a) **Alabama** Only. The arbitration shall be held in the county in which You live and in the state of Alabama.

(b) **Arizona** Only. Arbitration under this **Agreement** will not be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. § 20-1095.09, Unfair trade practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the Arizona Department of Insurance and Financial Institutions against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Protection Division of the Arizona Department of Insurance and Financial Institutions at 800-325-2548 or difi.az.gov/complaint.

(c) **California** Only. Pursuant to California Civil Code sections 51.7 and 52.1, the option to arbitrate is solely in the discretion of the contract holder. If arbitration is elected, this does not waive the rights of California consumers to file and pursue civil action or complaints. If any statement in this **Agreement** contradicts this clause, this clause shall take precedence.

(d) **Maine** Only. Arbitration shall be entered by mutual consent and will take place in the Maine county in which this **Agreement** was issued for delivery; local rules shall apply.

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(e) **Oklahoma** Only. Paragraph (1) of Section E (Arbitration Provision) is revised so as not to require that arbitration proceedings be brought in a state other than Oklahoma.

(f) **Oregon** Only. The Arbitration Provision is amended to require mutual agreement for arbitration at the time of dispute. If agreed upon, all proceedings will occur in Oregon (or a mutually agreeable location) and conducted under local rules pursuant to ORS Chapter 36.

(g) **Utah** Only. ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. THE ARBITRATION WILL TAKE PLACE IN THE SAME DISTRICT AS THE STATE TRIAL COURT OF GENERAL JURISDICTION IN WHICH THE PROPERTY COVERED BY THIS **AGREEMENT** IS LOCATED.

(h) **Wisconsin** Only. Unless You decide to file a claim solely in Your individual capacity in Wisconsin small claims court and notify Us in advance of Your decision to do so, any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this contract or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. You may elect to have any arbitration under this **Agreement** held in the state of Wisconsin or within the jurisdiction in which the Covered Product is located. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this **Agreement** including any claim that all or any part of the **Agreement** is void or voidable.

(i) **Wyoming** Only. At the time of any dispute, the parties hereto may agree to resolve their difference by arbitration in a separate written agreement. Any lawsuit or arbitration proceeding shall be conducted within the county in the State of Wyoming where You reside or where the events giving rise to the dispute occurred.

(2) **Governing Law**: This **Agreement** shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to any conflict of law rule or provision thereof that would result in the application of laws of any other jurisdiction. Subject to Paragraph (1) of Section E (Arbitration Provision), each party hereby submits to the exclusive jurisdiction of the courts of the federal and state courts located in Cumberland County, Tennessee, and waives any objection to venue with respect to actions brought in such courts.

(3) **Inspection and Audits**: We have the right but are not obligated to conduct inspections and audits at any and all facilities operated or owned by You, where the Covered Product is used or stored. Any such inspection or audit shall relate only to the eligibility for coverage of the Covered Product and/or determinations as to specific claims made under this **Agreement**.

(4) **Subrogation**: If We pay for damage, We may require You to assign Us Your rights of recovery against others. We will not pay for damage if You impair these rights to recover. Your rights to recover from others may not be waived. You will be made whole before We retain any amount We may recover.

(5) **Termination**: Either party may terminate this **Agreement** for any reason or for no reason at all, by giving the other party one hundred twenty (120) days written notice, and You will receive a pro-rated refund of any remaining premium less claims that have already been paid.

(6) **Territory**: The **Agreement** territory is limited to the United States of America, including the District of Columbia, only. It does not include Canadian Provinces or U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.

(7) **Transferability**: This **Agreement** is non-transferable.

(8) **Guaranty**: The obligations of the Obligor under this **Agreement** are insured under a service contract reimbursement insurance policy issued by Plateau Casualty Insurance Company, 2701 N. Main Street, Crossville, TN 38555 (the "insurer"). In all states in which coverage is available and in which the Retailer is not the Obligor, You are entitled to make a direct claim against the insurer in the event We fail to pay any claim within sixty (60) days after the claim has been filed with Us.

G. **ADDITIONAL TERMS AND CONDITIONS**: The following additional terms and conditions apply only to Agreements purchased in the states indicated below and shall govern to the extent of any express conflict with a provision above. For Agreements purchased over the telephone or Internet, refer to the state in which You reside.

Alabama, **Arkansas**, **Louisiana**, **Minnesota**, **Missouri**, **Nevada**, **New Jersey**, **New Mexico**, **New York**, **South Carolina**, **Virginia**, **Washington,** and **Wyoming** Only. If no claim has been made under this **Agreement**, You have the right to return this **Agreement** within twenty (20) days of the date this **Agreement** was mailed to You, or within ten (10) days of delivery if this **Agreement** was delivered to You at the time of sale. In such a case, this **Agreement** will be void and We will refund to You the full amount of the purchase price of this **Agreement**. This right to void this **Agreement** is not transferable and applies only to the original **Agreement** purchaser.

Alabama, **Arkansas**, **Hawaii**, **Louisiana**, **Maryland**, **Minnesota**, **Missouri**, **Nevada**, **New Jersey**, **South Carolina**, **Texas**, **Virginia, Wisconsin** and **Wyoming** Only. A 10% penalty per month will be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to Us.

California, **New York** and **Washington** Only. A 10% penalty per month will be added to a refund that is not made within thirty (30) days of return of this **Agreement** to Us.

Florida and **Oklahoma** Only. If You cancel this **Agreement**, return of premium will be based upon 90% of unearned pro rata premium less any claims that have been paid or less the cost of repairs on Your behalf. If We cancel this **Agreement**, return of premium will be based upon 100% of unearned pro rata premium less any claims paid or the cost of repairs made on Your behalf.

Maryland and **Vermont** Only. If no claim has been made under this **Agreement**, You have the right to return this **Agreement** within twenty (20) days of the date this **Agreement** was mailed to You or delivered to You at the time of sale. In such a case, this **Agreement** will be void and We will refund to You the full amount of the purchase price of the **Agreement**. This right to void this **Agreement** is not transferrable and applies only to the original **Agreement** purchaser.

Nevada and **New Mexico** Only. We will not cancel this **Agreement**, if it has been in effect for at least seventy (70) days, before the expiration of the Agreement term or one (1) year after the effective date, whichever occurs first except for: (a) failure by You to pay any amount under this **Agreement** when due; (b) Your conviction of a crime which results in an increase in the service required under this **Agreement**; (c) discovery of fraud or material misrepresentation by You in obtaining this **Agreement**, or in presenting a claim under this **Agreement**; or, (d) Your act or omission, or Your violation of any condition of this **Agreement**, the discovery of which occurs after the effective date of this **Agreement** and which substantially and materially increases the service required under this **Agreement**. Cancellation of this **Agreement** as permitted hereunder is effective fifteen (15) days after We mail the cancellation notice to You.

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Alabama Only.

If You submit a written request to cancel this **Agreement**, You will be provided a pro rata refund of the **Agreement's** full purchase price less an administrative fee of up to $25. If We cancel this **Agreement**, per Code of Alabama §8-32-5(k) Our notice shall state the effective date of the cancellation and the reason for the cancellation.

Paragraph (2) of Section E (CONDITIONS) is replaced with the following:

(2) This **Agreement** shall be governed by and construed in accordance with the laws of the State of Alabama.

Arizona Only.

We will not cancel this **Agreement** for preexisting conditions that were known or that reasonably should have been known by Us. A preexisting condition will not be excluded under this **Agreement** if such condition were known or should reasonably have been known by Us. We will not cancel or void this **Agreement** due to acts or omissions of Us or Our assignees or subcontractors for Our or their failure to provide correct information or Our or their failure to perform the services or repairs provided in a timely, competent and workmanlike manner.

Paragraph (6) of Section D (WHAT IS NOT COVERED) is replaced with the following:

(6) damage from abuse, misuse, mishandling, introduction of foreign objects into the Covered Product, unauthorized modifications or alterations to a Covered Product; or failure to follow the manufacturer's instructions, while owned by You;

Paragraph (2) of Section E (CONDITIONS) is replaced with the following:

(2) This **Agreement** shall be governed by and construed in accordance with the laws of the State of Arizona.

California Only. If you cancel this agreement within 60 days of receipt of this agreement, you shall receive a full refund of the purchase price of this agreement provided no service has been performed. If you cancel after 60 days of receipt of this agreement, you will receive a pro-rata refund, less the cost of any service received

Connecticut Only. We and You will make reasonable efforts to resolve disputes over the terms of this **Agreement**. In the event that We and You cannot reach agreement, You may mail a formal written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Covered Product, the cost of repair of the Covered Product, and a copy of this **Agreement** (including receipt and application). The following is added to the Covered Claim provision: If the contract term is for less than one year, said term shall be automatically extended while the covered product is in the custody of the authorized provider for repair for said covered claim. In-home service is not available under this Plan unless indicated specifically on the Declarations page.

District of Columbia Only. We may cancel this **Agreement** upon five (5) days prior written notice to You; except, that prior notice shall not be required if the reason for cancellation is nonpayment of the **Agreement** purchase price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Product or its use.

Florida Only. The rate charged for this **Agreement** is not subject to regulation by the Florida Office of Insurance Regulation.

Georgia Only. We may cancel this **Agreement** only for fraud, material misrepresentation, or failure to pay. You may cancel this **Agreement** at any time upon demand and surrender of the **Agreement**, in which case We will refund the excess of consideration paid above the customary short rate for the expired term of the **Agreement**.

Hawaii Only. If no claim has been made under this **Agreement**, You have the right to return this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to You, or within twenty (20) days of delivery if this **Agreement** was delivered to You at the time of sale. In such a case, this **Agreement** will be void and We will refund to You the full amount of the purchase price for this **Agreement**. This right to void this **Agreement** is not transferrable and applies only to the original **Agreement** purchaser.

Illinois Only. If You cancel this **Agreement** within thirty (30) days after You purchase this **Agreement** and no service has been provided, We will refund the total cost of this **Agreement** less a cancellation fee. At any other time, You will be provided a pro rata refund for the unexpired term of this **Agreement**, based upon the elapsed term of this **Agreement** less the value of any service received and a cancellation fee. No cancellation fee will exceed the lesser of 10% of the **Agreement** price or $50.

Iowa Only. The issuer of this **Agreement** is subject to regulation by the insurance division of the department of commerce of the State of Iowa. Complaints which are not settled by the issuer may be sent to the insurance division.

Maine Only. We will notify You in writing at Your last known address, contained in Our records, at least fifteen (15) days prior to Our cancellation of this **Agreement**. If We cancel this Agreement for a reason other than nonpayment, We will refund to You 100% of the unearned pro rata provider fee, less any claims paid. We may charge an administrative fee of up to 10% of the full amount of the purchase price paid for this **Agreement**.

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

New Hampshire Only. In the event You do not receive satisfaction under this **Agreement**, You may contact the New Hampshire insurance department, at 21 South Fruit Street, Suite 14, Concord, NH 03301, or (603) 271-2241.

Nevada Only.

Paragraph (2) of Section D (WHAT IS NOT COVERED) is replaced with the following:

(2) If repair or replacement is covered by any other warranty, service agreement, insurance policy or manufacturer recall in effect at the time of the failure, this Agreement provides coverage for such product once the limits of any existing other contract, warranty or insurance policy covering such product are reached. Further, this Agreement covers any other components of such product which are specifically identified as covered in this Agreement and which are not covered by any other contract, warranty, or insurance policy.

Paragraph (6) of Section D (WHAT IS NOT COVERED) is replaced with the following:

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(6) damage from abuse, misuse, mishandling, or introduction of foreign objects into the Covered Product; or failure to follow the manufacturer's instructions;

Paragraph (21) is added to Section D (WHAT IS NOT COVERED), to read as follows:

(21) any unauthorized or non-manufacturer-recommended modifications to the Covered Product, or any damages arising from such unauthorized or non-manufacturer-recommended modifications; however, if the Covered Product is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage; rather, this Agreement will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Agreement.

The first sentence of Paragraph (2) of Section E (CONDITIONS) is replaced with the following:

(2) This **Agreement** shall be governed by and construed in accordance with the laws of the State of Nevada without giving effect to any conflict of law rule or provision thereof that would result in the application of laws of any other jurisdiction.

In the event of cancellation, You will be provided a pro rata refund less any outstanding balance on Your account. The cost of claims paid or services provided will not, under any circumstances, be deducted from any refund issued pursuant to this **Agreement**. If You are not satisfied with the manner in which We are handling Your claim under this **Agreement**, You may contact the Nevada Division of Insurance toll-free at (888) 872-3234.

New Mexico Only. A 10% penalty per month will be added to a refund that is not made within sixty (60) days of return of this **Agreement** to Us.

North Carolina Only. The purchase of this **Agreement** is not required either to purchase or obtain financing for a home appliance. We may only cancel this **Agreement** for nonpayment or for Your direct violation of any **Agreement** provision. You may cancel this **Agreement** at any time after purchase and receive a pro rata refund less any claims paid and an administrative fee of up to 10% of the pro rata refund.

Oklahoma Only. We are licensed by the Oklahoma Insurance Department as a property and casualty insurer, License No. 44197913. Coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association. Also, Oklahoma's service warranty statutes do not apply to any commercial use references in service warranty contracts.

Oregon Only. Weekend, holiday and evening service will be performed only in the event of damage of a Covered Product, for which repair is prescribed under this **Agreement**, which is essential to Your health and safety ("Emergency Repair"). An event will qualify for Emergency Repair if the emergency renders the Covered Product unfit for a person to use because of defects that immediately endanger the health and safety of the user of the Covered Product.

In the case of an Emergency Repair, You will not be required to obtain Our prior authorization for service. Only in the case of an Emergency Repair, You may directly contact a qualified and insured service provider to obtain service in the event of failure or malfunction of a Covered Product, for which repair is prescribed under this **Agreement**. Upon completion of the service, the service provider must provide You an itemized invoice for the charges. You should try to find a service provider who will charge a fair and reasonable cost for parts and labor as You will be responsible for paying the service provider directly for the services rendered, including the Deductible or similar charge up to the Deductible, as well as all costs over and above those charged during normal business hours such as overtime. You will then submit the itemized invoice to Us for reimbursement up to the limit of coverage under this **Agreement**. Please call the Administrator at (800) 343-9353 to find out the best way to submit the paid invoice to Us; or, You may submit the paid invoice by mailing it to the Administrator at 1604 Dell Court, San Jose, CA 95118 with an explanation of the emergency, when it occurred, Your name, Your account number and Your contact information. We may need to contact You for further information.

South Carolina Only. In the event of a dispute with the provider of this **Agreement**, You may contact the South Carolina Department of Insurance, at Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201, or (800) 768-3467.

Tennessee Only. This **Agreement** is automatically extended while the Covered Product is being repaired.

Texas Only. We are registered in Texas under Texas Department of Licensing and Regulation (TDLR) Registration No. 660. We may elect not to renew this **Agreement** upon thirty (30) days written notice to You. We will credit to Your account the full purchase price of the **Agreement**, decreased by the amount of any claims paid under the **Agreement**. Upon any termination or cancellation by You or Us, You will have coverage provided at no additional cost from the date of termination or cancellation plus an additional thirty (30) days. Unresolved complaints concerning providers and administrators or questions concerning the regulation of providers may be addressed to the TDLR, at P.O. Box 12157, Austin, TX 78711 or (512) 463-2906 or (800) 803-9202.

Utah Only.

This service contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this **Agreement** is not guaranteed by the Property and Casualty Guaranty Association.

Weekend, holiday and evening service will be performed only in the event of damage of a Covered Product, for which repair is prescribed under this **Agreement**, which is essential to Your health and safety ("Emergency Repair"). An event will qualify for Emergency Repair if the emergency renders the Covered Product unfit for a person to use because of defects that immediately endanger the health and safety of the user of the Covered Product.

In the case of an Emergency Repair, You will not be required to obtain Our prior authorization for service. Only in the case of an Emergency Repair, You may directly contact a qualified and insured service provider to obtain service in the event of failure or malfunction of a Covered Product, for which repair is prescribed under this **Agreement**. Upon completion of the service, the service provider must provide You an itemized invoice for the charges. You should try to find a service provider who will charge a fair and reasonable cost for parts and labor as You will be responsible for paying the service provider directly for the services rendered, including the Deductible or similar charge up to the Deductible, as well as all costs over and above those charged during normal business hours such as overtime. You will then submit the itemized invoice to Us for reimbursement up to the limit of coverage under this **Agreement**. Please call the Administrator at (800) 343-9353 to find out the best way to submit the paid invoice to Us; or, You may submit the paid invoice by mailing it to the Administrator at 1604 Dell Court, San Jose, CA 95118 with an explanation of the emergency, when it occurred, Your name, Your account number and Your contact information. We may need to contact You for further information.

Paragraph (2) of Section E (CONDITIONS) is replaced with the following:

(2) This **Agreement** shall be governed by and construed in accordance with the laws of the State of Utah.

Paragraph (5) of Section E (CONDITIONS) is replaced with the following:

(5) We may cancel this **Agreement** at any time for any reason, if this **Agreement** has not been previously renewed, and if this **Agreement** has been in effect less than sixty (60) days when the written notice of cancellation is mailed or delivered. After this **Agreement** has been in force for sixty (60) days, this

SAMPLE

Agreement may be cancelled by Us for the following reasons: (a) nonpayment of premium when due; (b) mutual agreement of Us and You; (c) material misrepresentation; (d) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into this **Agreement**; or (e) substantial breaches of contractual duties, conditions, or warranties. Cancellation for these reasons, except cancellation for nonpayment of premium, is effective no sooner than thirty (30) days after the delivery or first-class mailing of a written notice to You. Cancellation for nonpayment of premium is effective no sooner than ten (10) days after delivery or first class mailing of a written notice to You. If We cancel this contract within the first thirty (30) days You will NOT be charged an administrative fee, and You shall be entitled to a refund of the paid premium less any service (claims) costs that were incurred by Us. If We cancel this contract after the thirtieth (30th) day from contract effective date, You shall be entitled to a pro rata refund of the paid premium for the unexpired term, less: (a) an administrative fee of up to $45 (where permitted by law); and (b) any service (and claims) costs that were incurred by Us.

Virginia Only. **If any promise made in this Agreement has been denied or has not been honored within sixty (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.**

Washington Only. We may cancel this **Agreement** upon twenty-one (21) days prior written notice to You.

Wisconsin Only. **THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE**. This **Agreement** will only be cancelled by Us for nonpayment of the provider fee, material misrepresentation by You to Us or the Administrator, or a substantial breach of duties by You relating to the Covered Product or its use. If We cancel this **Agreement**, We shall provide written notice to You at Your last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. If We cancel this Agreement for a reason other than nonpayment of the provider fee, We will refund to You 100% of the unearned pro rata provider fee, less any claims paid.

Subsequent to the period specified for voiding this Agreement as set out in ADDITIONAL TERMS AND CONDITIONS or if a claim has been made under this Agreement within such period You may cancel this Agreement and We shall refund to You 100 percent of the unearned pro rata provider fee, less any claims paid.

If no claim has been made under this **Agreement**, You have the right to return this **Agreement** within twenty (20) days of the date this **Agreement** was mailed to You, or within fifteen (15) days of delivery if this **Agreement** was delivered to You at the time of sale. In such a case, this **Agreement** will be void and We will refund to You the full amount of the purchase price of this **Agreement**. This right to void this **Agreement** is not transferable and applies only to the original **Agreement** purchaser.

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