

GENERAL PROVISIONS

Please keep this important terms and conditions document (“Service Contract”) in a safe place, as it will be needed at the time of Claim. This is not a contract of insurance; it is a Service Contract. The information contained in this Service Contract, including on the Confirmation Page and any Amendments, is intended to serve as a valuable reference guide to help You determine and understand what is covered under Your Service Contract. For any questions regarding the information contained in this Service Contract, please contact Us at the toll-free number in this document.

THIS SERVICE CONTRACT CONTAINS A BINDING ARBITRATION AGREEMENT AND A CLASS ACTION WAIVER, WHICH AFFECTS YOUR RIGHTS UNDER THIS SERVICE CONTRACT. PLEASE READ THE TEXT UNDER THE SECTION TITLED “BINDING ARBITRATION AND CLASS ACTION WAIVER” CAREFULLY.

DEFINITIONS:

<p>“Claim”: a demand for service or payment in accordance with this Service Contract.</p> <p>“Contract Fee”: means the payment amount required from the Contract Holder for coverage to remain in force under this Service Contract, as stated on the Confirmation Page (excludes any applicable taxes).</p> <p>“Contract Term”: the period of time in which the provisions of this Service Contract are valid.</p> <p>“Covered Product(s)”: an item listed in the “COVERED PRODUCTS” section of the Confirmation Page that was purchased separately from the purchase of this Service Contract, that may or may not have any remaining coverage under the manufacturer’s original equipment warranty, and that is fully operational and not damaged as of Your Contract Start Date.</p> <p>“Distributor”: the party authorized by Us to sell this Service Contract to You. The Distributor for this Service Contract is shown on the Confirmation Page.</p> <p>“Original Purchase Price” – the amount You paid to purchase the Covered Product, excluding taxes, and shipping.</p>	<p>“Service Contract” includes these provision pages, the Confirmation Page and any Amendments, Your sales receipt, and indicates the terms and conditions, limitations, exceptions and exclusions included herein and constitute the entire agreement. No representation, promise or condition not contained herein shall modify these items, except as required by law.</p> <p>“Service Fee”: the amount You are required to pay, per Claim, for services under this Service Contract, as indicated on the Confirmation Page.</p> <p>“You”, “Your” and “Contract Holder”: indicates the purchaser of this Service Contract and the owner of the Covered Product(s) that are covered by this Service Contract as shown on the Confirmation Page.</p> <p>“Waiting Period”: the period of time starting on the Service Contract purchase date, as shown on the Confirmation Page, during which no ADH Claims are considered for coverage under this Service Contract.</p> <p>We”, “Us”, and “Our” indicate the Obligor/Provider and/or Administrator of this Service Contract as shown on the Confirmation Page, as applicable.</p>
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PRODUCT COVERAGE ELIGIBILITY:

Subject to all the provisions, limitations and exclusions in this Service Contract, a Covered Product is eligible for coverage if:

1. It is included in the list of Covered Products shown on the Confirmation Page;
2. It is used in the manner for which it was intended (as specified in the manufacturer’s warranty/owner’s manual), and
3. It is fully operational and not damaged as of the Contract Start Date. We may require the submission of photographs of the item, as well as written confirmation from You that it is fully operational and not currently damaged.
4. This Service Contract is purchased within forty-five (45) days of the purchase of the Covered Product.

YOUR RESPONSIBILITIES:

PRODUCT PROTECTION: If damage or breakdown of the Covered Product is suspected, You should promptly take reasonable precautions in order to protect against further damage.

MAINTENANCE If specified in the Covered Product’s manufacturer’s warranty and/or owner’s manual, You must perform all of the care and maintenance for the Covered Product as indicated. Proof of the completion of such maintenance and care may be required at time of Claim.

EFFECTIVE DATE OF COVERAGE – WAITING PERIOD:

PLAN AND RENEWABILITY:

The Plan and Renewability options of this Service Contract are indicated on the Confirmation Page and explained below.

ANNUAL PLAN – If You purchased an Annual, You are required to pay the Contract Fee at the start of the Service Contract for the initial Contract Term as indicated on the Confirmation Page.

At the end of the initial Contract Term, and any subsequent Contract Term, We may offer You continuing coverage, in Our sole discretion, under Our then current terms and conditions and Contract Fees. If We elect to offer You continuing coverage, We will notify You of the Contract Fee and terms and conditions of the continuing coverage at least thirty (30) days prior to the end of the current Contract Term. Each Contract Term will be treated as a separate Contract Term and You will be provided new Confirmation Pages reflecting the new term and any contract changes... We must receive any Contract Fee due by the end of the Contract Fee Grace Period shown on the Confirmation Page or Your Service Contract will automatically terminate. 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 Contract will end at the end of the then current Contract Term and We will have no further obligations to You.

If You submit a Claim during a time in which there are unpaid Contract Fee charges due from You; regardless of whether such payments are currently due or overdue, We reserve the right to deduct all or any portion of any unpaid amounts from any covered Claim amount, or require full payment of the remaining unpaid balances prior to providing any services/benefits under this Service Contract, at Our sole discretion.

WHAT IS COVERED:

This Service Contract may provide coverage for:

1. **Mechanical or Functional Breakdown** - failure of a Covered Product to perform its intended function due to failure or breakdown of functional components, including defects in materials or workmanship and normal wear and tear; occurring during normal use of the Covered Product. Mechanical or Functional Breakdown is only provided on those Covered Products indicated on the Confirmation Page.
2. **Accidental Damage from Handling (“ADH”)** - We will repair or replace your Covered Product for damage caused by ADH. ADH is defined as mechanical, functional or operational failures of the Covered Product resulting from accidental drops, spills, falls and collisions that occur during normal handling. ADH is only provided on the Covered Product(s) indicated on Your Confirmation Page.

WAITING PERIOD:

If You purchase the Service Contract after the date that You purchased the Covered Product and the Service Contract provides coverage for Accidental Damage from Handling (“ADH”) as defined herein, the Service Contract is subject to a Waiting Period as set forth in the Confirmation Page, before You may file an ADH Claim for the Covered Product.

IMPORTANT DISCLOSURES REGARDING “WHAT IS COVERED” AND MANUFACTURERS WARRANTY: Coverage described in this Service Contract will not replace or provide duplicative benefits during any active manufacturer’s warranty period. During such period, anything covered under the manufacturer’s warranty is the sole responsibility of the manufacturer and will not be considered under this Service Contract, even if you fail to report it to the manufacturer or if the manufacturer fails to provide coverage. This Service Contract provides additional benefits during the manufacturer’s warranty term. If a Covered Product is still within any portion of the manufacturer’s warranty, You should look first to the manufacturer’s warranty for coverage and then to this Service Contract for coverages not provided by the manufacturer if provided in this Service Contract.

IF YOU NEED TO FILE A CLAIM:

TO FILE A CLAIM : Access Your account through the link or contact information provided by Us in the “Contact Us” section of Your Confirmation Page. Have Your Service Contract Number available. Explain the problem Your Covered Product is experiencing. We may perform a telephone diagnosis of the damage or failure.

IMPORTANT: The submission of a Claim does not automatically mean that the damage to the product is covered under this Service Contract. You will be required to submit pictures with proof of the damage to Your Covered Product, and any additional information and documentation We may need to determine if the Claim is covered.

You must report the Claim to US within thirty (30) days of the day You first noticed the damage and prior to the Service Contract Expiration Date.

After confirmation of Claim eligibility under Your Service Contract, You will be instructed as to the procedures for obtaining service applicable to Your Covered Product. We will not reimburse You for services performed without Our prior approval. Explain the problem Your Covered Product is experiencing. Provide Us any additional information and documentation We may need to validate the Claim. You may also be required to submit Your sales receipt for the Covered Product for which

a claim is under review. After confirmation of Claim eligibility under Your Service Contract, You will be instructed as to the procedures for obtaining service applicable to Your Covered Product. We will not reimburse You for services performed without Our prior approval.

SERVICE FEE: You may be required to pay a Service Fee per Claim for covered services. The amount of any Service Fee is shown on the Confirmation Page. We may collect the Service Fee at the time We authorize services, or You may be required to pay the Service Fee to the service technician, at Our sole discretion.

SERVICE TYPE:

In the event of a covered Claim this Contract provides, as indicated on the Confirmation Page, at Our discretion, for either:

1. **Repair - labor and/or parts necessary to repair the Covered Product.** Parts used to repair the Product may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the original Covered Product. If We determine Your original Covered Product cannot be repaired, We may, at Our sole discretion, (a) replace the original Covered Product with a new or refurbished product having similar features and functionality, or (b) provide compensation in the form of a check, voucher or gift card, in an amount equal to the cost of a new product having similar features and functionality.
2. **Replacement - a replacement of the originally Covered Product.** We will replace your Covered Product if required due to mechanical and/or functional failures or ADH that occur during normal use and operation in accordance with the manufacturer's specifications. The Covered Product will be replaced with a new or refurbished product of like kind and quality, with a cost not to exceed the retail purchase price of the Covered Product.

We will determine, in Our sole discretion, if Your Claim is eligible for replacement coverage. If We determine that Your claim is eligible for replacement, We will ship You a replacement product. You may utilize the following shipping options: (i) standard shipping at no additional cost to You; or (ii) expedited shipping for a fee paid by You of \$9.99.

Once the Product Claim Limit of Liability is reached this Service Contract will be fulfilled and provide no further coverage on the Covered Product repaired or the replacement product. We do not guarantee that any replacement product will be of the same color or brand as Your original Covered Product, in Our sole discretion. Technological advances may result in a replacement product with a lower selling price than the original Covered Product, and no reimbursement based on any replacement product cost difference will be provided. Any and all parts or units replaced under this Service Contract become Our property in their entirety. You will receive a pre-addressed shipping label for You to return Your defective product. If You do not return Your defective product to Us within thirty (30) days after You receive the replacement product, Your payment method on file with Us may be charged the price of the replacement product.

CLAIM LIMIT OF LIABILITY:

1. **Product Claim Limit of Liability:** We will repair or replace the Covered Product one (1) time during the one (1) year Service Contract Term and two (2) times during the two (2) year Service Contract Term. The cost of the replacement product will not exceed the retail purchase price of the original Covered Product.
2. In the event this Claim Limit of Liability is reached, Your Service Contract will end, and We will have no further obligations to You under this Service Contract.

WHAT IS NOT COVERED (GENERAL EXCLUSIONS):

AS RELATED AND APPLICABLE TO THE COVERED PRODUCT(S), SPECIFIC EXCLUSIONS RELATED TO EACH COVERED PRODUCT, (IF ANY) ARE INDICATED WITH THE PRODUCT. THIS SECTION PROVIDES EXCLUSIONS THAT APPLY TO ALL COVERED PRODUCTS. THIS SERVICE CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, OR LOSS IN CONNECTION WITH OR RESULTING FROM:

- a. Any Claim submitted during any Waiting Period (if any) shown on the Confirmation Page;
- b. Pre-existing condition known to You ("pre-existing condition") refers to a condition that within all reasonable mechanical or functional probability, relates to the mechanical fitness of the Product before the Contract Start Date;
- c. Any Claim for service to or replacement of the Covered Product that We have not prior authorized;
- d. Failure or damage of non-operational components or cosmetic damage that does not impede the functionality of the Covered Product;
- e. Claims not reported within thirty (30) days of first notice;
- f. Any additional expenses that were not listed on the original receipt;
- g. Merchandise that has safety features removed, bypassed, disabled or altered, or have removed or altered serial numbers;
- h. Special, indirect, consequential or incidental damages, including but not limited to, delays in rendering service, loss of use, loss of business, loss of profits, loss of data, down-time and charges for time and effort;
- i. Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or

- perils of nature; collapse, explosion, fire, nuclear radiation, radioactive contamination, riot, war or hostile action;
- j. Breakdown or damage covered under any other insurance, warranty, guarantee and/or service agreement;
 - k. Any merchandise that has been used by a business, enterprise or education institution, or for any commercial or organizational purposes;
 - l. Abuse (meaning, the intentional mistreatment of a Covered Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown), neglect, negligence, misuse, intentional harm or malicious mischief of or to a Covered Product;
 - m. Damage caused by an AC charger not included with the initial purchase of the Covered Product;
 - n. Theft or mysterious disappearance, unforeseen disappearance, or vandalism of or to the Covered Product;
 - o. Operation outside the manufacturer operational or environmental specifications;
 - p. Product upgrades;
 - q. Damage to computer hardware, software, or data arising or resulting from causes including, but not limited to: viruses, programs or applications (whether malicious or otherwise), encryption (whether authorized or unauthorized), network drivers, source code, object code, proprietary data, or any support, configuration, installation or reinstallation of any software or data;
 - r. Unauthorized access, or modification of, any Covered Product or part or component thereof, including integrated computers and computer software, whether physically or remotely, by any third party, including, but not limited to, hacking, malicious software, or any modification or alteration to computer software outside of the manufacturer's original purpose;
 - s. Any consumer replaceable items designed to be replaced over time during the life of a Covered Product; including, but not limited to: batteries, adaptors, chargers, accessories, ear domes, tubing, and cleaning tools;
 - t. Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;
 - u. Periodic or preventative maintenance or damage done while performing periodic or preventive maintenance;
 - v. Lack of providing manufacturer's recommended maintenance or operation/storage of the Covered Product in conditions outside manufacturer specifications, or use of the Covered Product in such a manner as would be voidable coverage under the manufacturer's warranty, or use of the Covered Product in a manner inconsistent with its design or manufacturer specifications; or
 - w. Any kind of manufacturer recall or rework order on the Covered Product, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs.

IN ADDITION TO THAT WHICH IS NOTED ABOVE, WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY COVERED PRODUCT, OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS OR COMPONENTS.

CANCELLATION:

You may cancel this Service Contract at any time by informing the Distributor of Your cancellation request.

IF YOU CANCEL THIS SERVICE CONTRACT:

1. Within forty-five (45) days of the Contract Start Date, You will receive a 100% refund of the Contract Fee paid minus any claims paid.
2. After forty-five (45) days from the Contract Start Date, You will receive a refund equal to the pro-rata amount paid for the time remaining on Your current Contract Term, less an administrative fee, not to exceed ten percent (10%) of the purchase price of the Service Contract, or twenty-five dollars (\$25.00), whichever is less, and less any claims paid, where allowed by law.

In the event that You are unable to contact the Distributor to make Your cancellation request, you may contact Us at the "Contact Us" information provided on the Confirmation Page.

If Your refund is not paid or credited within thirty (30) days after We receive Your cancellation request, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.

NOTICE: If You cancel this Service Contract during a time in which there are unpaid Contract Fee charges due from You; regardless of whether such payments 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 Contract Fee, We may bill You for the lesser of the net amount due to Us or the remaining unpaid Contract Fee. We will bill You any balance owed to Us through the same mechanism as any previous installment billings, the credit card We have on file, or We will direct bill.

WE MAY CANCEL THIS CONTRACT FOR:

1. Non-payment of the Contract Fee by You;
2. Material misrepresentation by You; or

3. Substantial breach of duties under this Service Contract by You in relation to the Covered Product or its use. If We cancel this Service Contract, We will provide written notice to You at least 30 days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Service Contract, You will receive a pro-rata refund based upon the same criteria as above. If however, this Service Contract was inadvertently sold to You on a product which was not intended to be covered, or eligible for coverage under this Service Contract, the Service Contract will be cancelled and You will receive a full refund of the Contract Fee paid.

INSURED AGREEMENT:

This is not an insurance policy; it is a service contract. We may have obtained a contractual liability insurance policy to insure Our performance under this Service Contract as shown on the Confirmation Page. Should We fail to pay any Claim or fail to replace the Covered Product covered under this Service Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Service Contract, and We fail to refund any unearned portion of the Contract Fee, You are entitled to make a direct Claim against the Service Contract Insurer if shown on the Confirmation Page.

BINDING ARBITRATION AND CLASS ACTION WAIVER:

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS TO COURT ACTION. Any controversy or claim arising out of or relating to this Service Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). You and We both agree to give up the right to resolve a controversy or claim by a judge and/or jury. Prior to filing any arbitration, we jointly agree to seek to resolve any dispute between us by mediation conducted by the AAA with all mediator fees and expenses paid by Us. Unless the arbitrator determines that the claim was frivolous, or brought for improper or harassing purposes, We will reimburse Your arbitration filing fees and pay the AAA’s and arbitrator’s fees and expenses. The decision of the arbitrator shall be final and binding on all parties and may be entered as a judgment in any State or Federal court of competent jurisdiction. Any claim must be brought by You or Us in an individual capacity, and not as a class representative or class member in any class action litigation, and/or class arbitration or any consolidation of individual arbitrations.