PROTECTION PLAN TERMS & CONDITIONS

Thank you for Your recent purchase of the Guardsman Protection Plan. We hope You enjoy the added comfort and protection this Plan provides. Please keep this document and Your purchase confirmation that You received when You purchased this Protection Plan, as You will need them to verify Your coverage at time of service. This information will serve as a valuable reference guide and will help You determine what is covered by this Protection Plan. From day one, the Administrator will assist You in understanding Your Protection Plan benefits.

BE SURE TO REGISTER YOUR PROTECTION PLAN ONLINE

In order to maximize Your benefits, please go to www.MyProtectionPlan360.com and register Your Service Contract.

1. ***DEFINITIONS***

- "**We", "Us", "Our":** the party or parties obligated to provide service under this Protection Plan as the Protection Plan provider, Guardsman US LLC, P.O. Box 1189, Bedford TX 76095 (Florida Residents: this Protection Plan is an agreement between You and WCPS of Florida, Inc. (License No. 80202). P.O. Box 1189, Bedford, TX 76095); (Washington Residents: This Protection Plan is an agreement between You and Warrantech Consumer Product Services, Inc. P.O. Box 1189 Bedford, TX 76095).
- "**Administrator":** the entity responsible for administrating benefits to You in accordance with the Protection Plan Terms and Conditions, Guardsman US LLC, PO Box 1189, Bedford, TX 76095. (Florida residents: this Protection Plan is administered by WCPS of Florida, Inc., License No. 80202.)
- **"You", "Your":** the purchaser/owner of the Product(s) covered by this Protection Plan.
- "Retailer**":** the merchant authorized by Us to sell this Protection Plan to You.
- Covered Product(s), Product(s): the eligible item(s) that meet(s) the "PRODUCT ELIGIBILITY" requirements outlined below that is/are covered under this Protection Plan.
- Purchase Confirmation: the purchase confirmation email, receipt, or link provided by Guardsman or the selling retailer that provides proof of purchase of this plan.
- Contract Term: the period of time in which the provisions of this Protection Plan are valid, as indicated on Your purchase confirmation. In no event will a monthly billing Term exceed thirty-six (36) months from the original Contract purchase date.
- Commercial Use: use of the Product for competitive, rental, business, educational or institutional purposes.
- Coverage Term: the period that Your covered product is covered by this Protection Plan, which begins upon the latter of (i) the date of expiration of Your covered products manufacturer or retailer warranty, or (ii) the purchase date of Your plan (as shown on Your purchase confirmation), or (iii) the date following the termination of any **Waiting Period**, and ends after the Contract Term or when all of our obligations under this Plan end according to the terms of this this Protection Plan, whichever occurs first. If, You elected Our monthly billing plan, coverage becomes effective upon receipt of the first installment, and Expiration of the thirty (30) day **Waiting Period**.
- Failure: ***As related to non-furniture Products –*** the mechanical or electrical breakdown of Your Product that results in it no longer being able to function as originally designed and intended; which is caused by defects in the manufacturer's materials or workmanship and occurs during normal use of the Product**.** ***As related to furniture Products*** – the breakdown of Your furniture Product that results in it no longer being able to function as originally designed and intended (including any flaws or deficiencies of the Furniture that affect the utility for which it was designed for); which is caused by defects in the manufacturer's materials or workmanship and occurs during normal use of the furniture Product.
- Claim: a request for service or payment in accordance with this Protection Plan sent by You to the Administrator or Us.
- Deductible: the amount You are required to pay, per Claim, prior to receiving services under this Protection Plan (if any), as indicated on Your Purchase confirmation.
- Power Surge: damage to the Product resulting from an oversupply of voltage to Your Product while properly connected to a surge protector approved by the Underwriter's Laboratory Inc. (UL) but not including damages resulting from the improper installation or improper connection of the Product to a power source. Coverage for Power Surge begins on Your contract purchase date (or delivery date, if different).
- Accidental Damage and Handling (ADH): unexpected**,** unintentional, or accidental damage and/or breakage sustained to Your covered product(s) that occurred during the course of normal use or handling. Coverage for ADH begins on Your contract purchase date (or delivery, if different).
- Pre-existing Condition: a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of Your Product before this Protection Plan was purchased, effective, or is determined by Us to be a failure.

2. **YOUR RESPONSIBILITIES**

a) **PRODUCT PROTECTION:** Be sure to properly store and operate Your Covered product in accordance with the manufacturer's warranty and/or owner's manual at all times. If You suspect damage or breakdown of Your Product, You should promptly take reasonable precautions in order to protect against further damage. ***Any Claim determined to be a result of neglect, negligence, misuse, or abuse (as defined in the EXCLUSIONS section of this Contract) of or to the covered product is NOT covered under this Contract.***

b) **MAINTENANCE AND INSPECTIONS:** If specified in the Products manufacturer's warranty, assembly, and/or owner's manual, **You must perform all of the care, maintenance and inspections for the Product as indicated. You may be required to provide proof of fulfillment of such maintenance, care, and/or inspections services at the time of Claim.** ***Any Claim determined to be a result of Your lack of compliance with the Product manufacturer's warranty, assembly and/or owner's manual will NOT be covered under this Contract.***

3. *MONTHLY BILLING*

If You elected to pay for Your contract purchase price/fee on a monthly basis (as evidenced on Your purchase confirmation), You are required to pay one month's charge in advance to initially purchase the Protection Plan and must continue to pay the monthly charge by the stated due date in order to keep Your coverage effective throughout Your Contract Term. **NOTICE:** Your monthly Contract charge is subject to change, at Our sole discretion. In the event of a change, We will provide written notice to Your current address in Our file (email or physical address as necessary) at least sixty (60) days prior to implementing any such change. Under such circumstance, You will have the option to either: (a) pay the new monthly charge when due, and Your coverage will continue for the remainder of Your Term; or (b) notify the Administrator that You want to cancel Your coverage. *Regarding cancellations and refunds please refer to the "CANCELLATION" section.*

4. *LTO ARRANGEMENT (if applicable to You, as confirmed on Your original sales receipt/invoice)*

For the purpose of this section, the following words have the stated meaning: "LTO ARRANGEMENT" refers to a contractual lease-to-own legal agreement established between You (the Lessee) and a lease-to-own entity (the Lessor), through which this Protection Plan and the covered product have been obtained by You. "Lessor" refers to the financial institution which is (1) the original owner of the covered product, and (2) has established the LTO Arrangement with You. "Lessee" refers to You; the person who has entered into an LTO Arrangement with a Lessor, and who is to become the rightful owner of the covered product upon fulfillment of such LTO Arrangement.

- Where the Product was initially acquired under an LTO Arrangement, any reimbursement or refund will be paid to the owner of the Product at the time such reimbursement or refund is made. This will be the Lessor if You have not yet acquired ownership of the Product.
- In all other respects, the Lessee will retain a beneficial interest in this Protection Plan and all non-reimbursement/refund benefits described herein shall be rendered to the Lessee.
- Any owner obligations related to maintenance of the Product shall be the responsibility of the Lessee during of any LTO Arrangement except as provided by law.

(Note, any reference to purchased, sold, or similar terms in this Contract shall include leased and its derivatives.)

5. *DEDUCTIBLE*

You are not required to pay a Deductible prior to receiving service under this Contract.

For Optical Plans: Co-Pay: You are required to pay the Retailer the following amount prior to receiving eligible service, as applicable to Your Claim:

New frames, not new lenses = $25.00; New lenses, not new frames = $25.00; New frames and new lenses = $50.00;

Smart glasses replacement = for non-prescription lenses $125.00; Smart glasses repair = $25.00; Accessories = $25.00.

6. *WHAT IS COVERED (as indicated on Your Purchase confirmation and applicable to You.)*

IF YOU DID NOT PURCHASE ONE OF THE SPECIFIC PLANS LISTED BELOW, This Protection Plan provides for parts and labor required to repair Your covered product in the event of a defined Failure and covered Claim. Coverage described in this Protection Plan will not replace or provide duplicative benefits during any active manufacturer's warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Contract; regardless of the manufacturer's ability to fulfill its obligations. At out sole discretion, replacement parts may be new, rebuilt, or a non-original manufacturer's part that performs to the factory specifications. A one-time replacement or reimbursement may be provided in lieu of repairs.

ALL COVERAGE PROCLAIMED UNDER THIS PROTECTION PLAN IS EXPRESSLY SUBJECT TO THE "LIMIT OF LIABILITY" AND "EXCLUSIONS" PROVISIONS. PLEASE READ THESE SECTIONS CAREFULLY.

JEWELRY:

Jewelry Protection Plan: If You purchased the Jewelry Protection Plan, coverage under this Contract includes:

- Restoration services required as a result of breakage during normal wear; such as: broken, worn or bent prongs, stretched or broken pearl strands, cracked or thinning ring shanks, broken chains, bracelets or clasps, broken earring posts or backs, gouges or discoloration, distorted or dented jewelry kinked or knotted chains and bracelets; cracked, chipped or scratched stones, and loss of diamonds or gemstones due to a defective, worn, bent or broken setting.
- Refinishing and polishing; rhodium plating white gold; and chain soldering.
- Repair of cracked or chipped stones, excluding center stones and up to 0.25 carats.
- Replacement of missing side or accent stones up to 0.25 carats.

Watch Protection Plan: If You purchased the Watch Protection Plan, coverage under this Contract includes:

- Restoration services required as a result of breakage due to faulty workmanship or during normal wear; such as: mechanism failure; crystal, scratches, or breaks; case or bezel damage; broken watch band; broken stem or crown; and broken clasps.

OPTICAL PLANS:

In the event of an eligible Claim, this Protection Plan covers the costs for servicing of Your product that is required in order to restore it to a functional and wearable condition. Such servicing may be fulfilled in the form of repair, replacement, or reimbursement (up to a maximum value equal to the affected Product purchased by You). Parts used to repair Your Product may include non-original manufacturer's parts.

INDOOR AND OUTDOOR FURNITURE (Fabric, leather, vinyl, and upholstered, patio, wood, and other hard surface furniture, adjustable bed bases, and massage chairs):

In addition to coverage for a defined furniture Failure and Power Surge event (as applicable to Your Product), this Protection Plan also provides the following coverage:

- Failure or breakage of frames, rockers, swivels, glides, springs, mechanisms, motors, heating and cooling elements, levers, or hand wands, power, or remote cords used for massage, sleepers, or reclining.
- Stains including food and beverage, ink, nail polish, or remover; Human or Pet bodily fluid/waste stains **(not including perspiration, hair oils, or body oils).**
- Burns or heat marks **(excluding fire),** Punctures, cuts, tears, or rips.
- A single incident of damage per furniture item caused by a Pet, **except what is specifically excluded.**
- Seam separation, broken zippers, or buttons.
- Checking, cracking, bubbling, or peeling of a finish; scratches, gouges, chips, crack, liquid marks, or rings.
- Chips, scratches, or breakage, or glass, mirrors, tabletops, or welds.
- Scratches on cast aluminum that penetrate through the finish exposing the aluminum.
- Operational or structural failure to table or arb umbrella mechanisms (if originally covered by an OEM warranty).
- Breakage of umbrella ribs, fabric gazebo or cover sling frame.
- FOR PROPANE FIREPITS AND PATIO HEATERS ONLY: Operational failure of burning mechanism/component failure.

AREA RUGS:

This Plan provides coverage for the following accidental stains or damage that arise form a specific occurrence, except for what is listed in the "EXCLUSIONS" section.

- Stains including food or beverage; human, or pet bodily fluid/waste **(not including perspiration, hair, or body oils).**
- Border tears up to six (6) inches in length.

MATTRESSES:

This Plan provides coverage for the following accidental stains or damage that arise from a specific occurrence, except for what listed in the "EXCLUSIONS" section.

- Stains including food and beverage, ink and marker, nail polish, or remover; Human, or Pet bodily fluid/waste stains **(not including perspiration, hair oils, or body oils).**
- Burns or heat marks **(excluding fire)**.
- Punctures, cuts, tears, or rips caused by a specific incident or by a spring or coil.
- Failure of bed frames **(excluding adjustable bases, box springs, or foundation).**

LIGHTING AND CEILING FANS:

***In addition to coverage for a defined Failure,* this Plan provides coverage for the following accidental damage that arise from a specific occurrence and Failure during normal use, except for what is listed in the "EXCLUSIONS" section.**

- Breakage, other than a defined failure, of lighting base, blades, brackets, bridge arm, check ring, fan rods, lock nuts, pull chains, socket, socket nob, swivel, and tubes.
- Failure of integral electrical components in Lighting (including connection points, cords, motor power outlets, remote operation devices, USB ports, and wiring) that were originally installed by the lighting manufacturer.

7. *ADDITIONAL BENEFITS* - (if available, applicable to Your Plan, and indicated on Your purchase confirmation), this Protection Plan also provides for the following:

a. **ACCIDENTAL DAMAGE FROM HANDLING (ADH)**: If available and applicable to Your Product If Your covered product sustains damage resulting from a defined ADH covered Claim, this Contract provides coverage for labor and/or parts required to repair Your covered product.

b. **COMMERCIAL COVERAGE:** If available, this Plan covers a Product that is intended for Commercial Use (as defined). Commercial Coverage is required for any Product(s) that is: (1) equipment that has been specifically manufactured for commercial use; or (2) used in a commercial setting environment (i.e., for use other than in a residential single-family setting). Products used in a commercial or business capacity are not covered unless this optional coverage upgrade has been elected and is confirmed on Your Purchase confirmation. **NOTE: EXCEPT AS OTHERWISE PROVIDED IN THIS SUBSECTION, COMMERCIAL COVERAGE DOES NOT PROVIDE ANY OF THE BENEFITS UNDER THE "OPTIONAL COVERAGES" OR "ADDITIONAL BENEFITS TO YOUR PROTECTION PLAN" SECTIONS.**

c. **FOOD LOSS REIMBURSEMENT-applicable to a refrigerator and/or freezer covered product ONLY:** In the event of a covered Claim for a refrigerator/freezer combo covered product, this Contract provides for the reimbursement of consequential perishable food loss expenses. Benefit is limited to a maximum reimbursement amount of $250.00.

d. **LAUNDRY/CLEANING SERVICES (For washer and/or dryer Covered products Only):** If available, this additional benefit reimburses You for laundering service if We are unable to repair Your original covered product for a covered Claim within seven (7) day of Our authorized servicer's initial on-site visit. You will be reimbursed up to a maximum of $25.00 per qualified service repair. To receive reimbursement, an itemized list of laundry expenses incurred or applicable proof of payment for the laundry expenses.

e. **MAINTENANCE BENEFIT:** If available and applicable to Your Product, this additional benefit covers one (1) preventative maintenance and performance check(s) of Your covered product.

NO LEMON GUARANTEE: If within any consecutive twelve (12) month period, Your covered product has three (3) repairs covered under this Contract for the same problem ("Qualifying Service Repairs") and a fourth (4th) repair is required for the same covered problem, We will replace Your original Product with one of like kind and quality, but not necessarily the same brand or color, or, at Our sole discretion, provide You with a reimbursement for replacement. If You receive a replacement under

this NO LEMON GUARANTEE, Our obligations under this Contract shall be considered fulfilled in their entirety and Your coverage will end. NOTE: ANY REPAIR SERVICES PERFORMED WHILE YOUR PRODUCT IS UNDER THE MANUFACTURER'S WARRANTY PERIOD ARE NOT CONSIDERED "QUALIFYING SERVICE REPAIRS" UNDER THIS "NO LEMON GUARANTEE".

f. **POWER SURGE:** If available and applicable to You, If your covered product sustains damage resulting from a defined Power Surge covered Claim, this Contract provides coverage for labor and/or parts required to repair Your covered product.

g. **REMOVAL & DELIVERY:** If available and applicable to You, if Your covered product needs service and was delivered and installed by the Retailer, as evidenced on Your Product Purchase Receipt, and it is necessary for Us/Our authorized representative to remove Your original Product for it to be serviced and/or You receive a replacement product pursuant to this Protection Plan, We will provide coverage for the costs associated with (a) the removal of Your original Product, (ii) the delivery of Your serviced original Product or replacement product, provided at Our sole discretion.

8. ***OPTIONAL COVERAGE UPGRADES*** **- (if available for purchase, applicable to Your Plan, and indicated on Your purchase confirmation), this Protection Plan also provides for the following:**

a. **ACCIDENTAL DAMAGE FROM HANDLING (ADH) UPGRADE:** When purchased, in addition to the benefits outlined under the **WHAT IS COVERED** provision above, as applicable to your covered product type, this optional coverage upgrade provides coverage for labor and/or parts required to repair Your covered product in the event of a defined ADH covered Claim. (Note: ADH is not covered unless it is confirmed on Your Purchase confirmation. ADH is not eligible for all product types. Not all types of unintentional/accidental damages are covered; be sure to read the **EXCLUSIONS** section carefully.)

b. **CUSTOM HOME AUTOMATION UPGRADE:** When purchased, in addition to the benefits outlined under **WHAT IS COVERED** provision above, as applicable to Your covered product type, this optional coverage upgrade will cover the cost of removal or reinstallation of the covered product, as well as any necessary reprogramming of the covered product's associated remote-control units in connection with covered repairs or replacements of the covered product. In addition, this upgrade provides coverage for labor and/or parts required to repair Your covered product from damage resulting from a defined Power Surge claim. Coverage begins upon Date of Purchase of this Protection Plan, if such coverage has been purchased. **NOTE: CUSTOM HOME AUTOMATION COVERAGE DOES NOT COVER ANY COSTS ASSOCIATED WITH TEARING DOWN OR REFINISHING OF WALLS IN ORDER TO REACH AND/OR EVALUATE THE COVERED PRODUCT.**

c. **REMOVAL & DELIVERY:** If purchased, available and applicable to You, if Your Covered product needs service and was delivered and installed by the Retailer, as evidenced on Your Product Purchase Receipt, and it is necessary for Us/Our authorized representative to remove Your original Product for it to be serviced and/or You receive a replacement product pursuant to this Protection Plan, We will provide coverage for the costs associated with (i) the removal of Your original Product, (ii) the delivery of Your serviced original Product or replacement product, provided at Our sole discretion.

d. **SCREEN DAMAGE UPGRADE:** When purchased, in addition to the benefits outlined under the **WHAT IS COVERED** provision above, as applicable to your covered product type, this optional coverage upgrade provides for a maximum of one (1) replacement of the covered product's screen only in the event of a covered Claim in which the screen sustains cracking or breakage after a single accidental damage from handling incident.

e. **WHEEL AND TIRE PLAN:** If you purchased the Wheels and Tire plan, in the event of a covered claim resulting from accidental damage from handling or Failure (as defined), Your Plan provides replacement of the wheels and/or tires on Your Product (labor costs are not included). Replacement products and/or components may be new or refurbished product of equal or similar features and functionality, but not necessarily the same brand. Any and all parts or units replaced under this Protection Plan become Our property in their entirety. **Only one tube, tire, and wheel replacement is permitted each term year.**

9. ***PRIVACY AND DATA COLLECTION:*** (For any Covered product that uses wireless data): You agree that We may collect and process data on Your behalf when We provide the services under this Contract. We may transfer Your data to affiliated companies or third-party servicer to assist in fulfilling a transaction You requested; service the product You purchased; investigate or process claim(s); or detect or prevent fraud or determine eligibility under the Contract. We do not share Your non-public personal information, except as permitted by law. We will comply with applicable privacy and data protection laws in Your specific jurisdiction. Unless specifically prohibited by Your jurisdiction's privacy and data protection laws, We may transfer Your information to other countries and jurisdictions provided that anyone to whom We transfer Your information provides an adequate level of protection. Your nonpublic personal information may be accessed by regulatory and law enforcement, or as otherwise permitted or required by law.

10. ***HOW WE SERVICE YOUR PRODUCT:***

ALL PROTECTION PLANS: Depending on the Product and failure circumstances, at Our discretion, We will either:

- Repair Your Product (In-home/on-site, mail-in or local repair service may be available, at Our discretion) Note: In the event service is performed In-home, we require someone 18 years or older be home at the time of service. Additional time and mileage charges for in home repairs outside twenty-five (25) contiguous land miles or the normal service center are not covered by this Agreement. Shipping is not included with this protection plan.
- Replace Your Product with a product of like kind, quality, and functionality (replacement products may retail at a lower price than Your original Product); or
- Provide a cash settlement or a Gift Card reflecting the replacement cost of a new product of equal features and functionality up to the Coverage Amount. **Note: Spa, hot tub, and cold plunge products are ineligible for entire unit settlements.**
- Provide a refund of the purchase price of this Protection Plan if We are unsuccessful in repairing the damage of the covered product and We are unable to provide a replacement or reselection, or if the retail store location where you bought the plan has closed, no longer carriers Your purchased product, no longer carries Guardsman Plans, changed ownership, or you have moved from the original store's locations operating area since Your purchases. **A refund will complete Our obligations under this Protection Plan.**

FOR FIREARMS ONLY: You are responsible for selecting a Federally licensed retailer or dealer. We are not directly involved with servicing and do not pay for shipping or delivery. **Gun Replacement is not available.**

FOR FURNITURE PRODUCTS ONLY: If Your covered product is stained or damaged during the Term, and the type of stain or damage is covered under this Contract, We will provide service using one or more of the following procedures. Our service begins with Step 1 below and if your claim is accepted. If You decide that Step 1 below does not fully address the stain or damage, We will move to one or more of the other Steps below.

Step 1. Cleaning Kit for Stains: We may provide You with a cleaning kit or advice on how You may be able to remove the stain if You would like to try removing the stain Yourself. If You do not, or if You decide that method does not fully address Your covered stain and You inform Us(or by selecting the appropriate online box that indicates the cleaning kit did not work) by returning the claim form to Us within thirty (30) days of Your reporting the stain to Us, We will move to one of the next steps below.

Step 2. Technician Assessment and Service: If You submit a claim form and a technician may be able to provide service to repair the stain or damage, We will send an authorized technician to assess the stain or damage and perform repairs if the technician determines that the stain or damage can be repaired. In the event the Administrator arranges for Your covered product to be serviced at Your residence, You must ensure the following: (1) accessibility to the covered product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 present for the entire period of time in which Our authorized technician is on Your property for arranged service. In the event the Administrator dispatches a servicing technician to Your residence, and it is then determined that servicing/repair must be made off-site, such will be performed at no additional cost. NOTICE: Service at Your residence will only be provided by Our authorized service technician during regular business hours, local time, Monday through Friday (excluding USA holidays). All repairs will be performed in a professional and workmanlike manner. If the technician's service does not repair the stain or damage to Your covered product, You must notify Guardsman US LLC within thirty (30) days of when the technician serviced Your claim. Note: Additional time and mileage charges for in-home repairs outside of twenty-five (25) contiguous land miles or the normal service radius of the authorized service center are not covered by this Agreement. In the event a Covered Product must be shipped to a central service facility, We will pay for two-way shipping to the point of repair and thereafter.

Step 3. Replacement, Reselection, or Cash Settlement: If the technician cannot remedy the stain or damage, We may arrange to provide a Replacement or, if a Replacement is not available, then a Reselection at the retail store location where you bought the covered Furniture, or a Cash Settlement.

Step 4. Refund: If We are unsuccessful in repairing the stain or damage to Your Furniture and We are unable to provide a Replacement, or Reselection for example, the retail store location where you bought the Plan has closed, no longer carries Guardsman Plans, changed ownership, or stopped selling Furniture, or you have moved from the original store location's operating area since your purchase, We will provide You a refund of the purchase price of the Plan rather than a Replacement or Reselection. A refund will complete Guardsman's obligations under this Plan for all Furniture covered by this Plan.

11. *HOW TO FILE A CLAIM*

IMPORTANT INFORMATION: 1.) The submission of a Claim does not automatically mean that the damage to or failure of the Product is covered under Your Plan or this Contract. In order for a Claim to be considered, You have to contact the Administrator first for Claim approval and to obtain Your authorization number. **2.)** If the Administrator authorizes service for a Claim on Your covered product and it is then determined by Our authorized service center/technician to be excluded under the Terms & Conditions of this Contract or results in a "NO PROBLEM FOUND" diagnosis, You may be responsible for all repair costs including shipping costs.

COMPLETE THE FOLLOWING STEPS TO HAVE YOUR CLAIM CONSIDERED UNDER THIS CONTRACT:

a) Go online to www.MyProtectionPlan360.com or call toll-free 1-(800)-342-5349 with Your Purchase confirmation readily available. **NOTE: For Appliance, Furniture, Mattress, Rug, and Lighting Plans, Claims must be filed within thirty (30) days from the date of the damage or stain.**

b) Explain the problem Your covered product(s) is experiencing and provide the Administrator any additional information/documentation in order to validate Your Claim. We may, at Our discretion, require You to submit pictures, audio, or video of the damage or defect of which You are making a claim.

c) After confirmation of Claim eligibility under Your Plan and this Contract, the Administrator will issue a Claim authorization number to You along with additional information regarding how Your covered product(s) will be further serviced (refer to the "HOW WE SERVICE YOUR PRODUCT" section above for further details).

In the event the Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Protection Plan.

12. *LIMIT OF LIABILITY*

SINGLE COVERED PRODUCT MAXIMUM: For any one covered product, the maximum that We are obligated to pay in connection with all Claims under this Protection Plan is the amount equal to the original product purchase price for such single covered product. Once a single covered product has reached this Single covered product Maximum, that particular Product is no longer eligible for coverage under the original Contract Term. However, any/all remaining covered products that have not yet reached the Single covered product Maximum will continue to be covered for the remainder of the Contract Term.

AGGREGATE COVERED PRODUCT MAXIMUM: Cumulatively, the maximum amount that We will pay for all covered products shall not exceed the sum of all covered product purchase prices as shown on Your Purchase confirmation and Your Sales Receipt, or $15,000 – whichever is LESS.

IN ADDITION TO THAT WHICH IS NOTED ABOVE, NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME, LOST DATA, OR LOST INCOME/WAGES RESULTING FROM THE FAILURE OF OR DAMAGE TO ANY COVERED PRODUCT OR COMPONENT THEREOF, REGARDLESS OF WHETHER SUCH FAILURE OR DAMAGE IS COVERED UNDER THE PROVISIONS OF THIS CONTRACT, OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR OR REPLACEMENT PARTS/COMPONENTS/ITEMS OR INABILITY TO PROVIDE EXACT MATCH REPLACEMENT, OR FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS.

NOTICE FOR MONTHLY BILLING AND LTO: Once either of these limits has been reached, Our obligations under this Protection Plan will be considered fulfilled and coverage ends.

13. EXCLUSIONS (WHAT IS NOT COVERED) As related and applicable to Your covered products this Contract does not cover any failure, damage, repairs, or services in connection with or resulting from:

ALL PROTECTION PLANS:

- **A. Any damage that is covered under any other insurance, warranty, guaranty, and/or Protection Plan providing the same benefits outlined in this Contract.**
- **B. Batteries, Battery leakage, batteries that are merely discharged;**
- **C. Any Claim related to any type of repair or replacement that was not prior authorized by the Administrator or Us;**
- **D. Any Product that has been confirmed to be used in a commercial, business, educational institution, or industrial capacity, unless commercial coverage was offered and is listed on Your purchase confirmation as a part of Your Protection Plan;**
- **E. A pre-existing condition known to You *("pre-existing condition" refers to a condition known by you, that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Covered Equipment before this Contract was purchased);***
- **F. Natural flaws or inherent design or manufacturer's defects;**
- **G. Accidental damage or liquid damage unless ADH coverage was offered and is listed on Your purchase confirmation purchased as part of Your Protection Plan;**
- **H. Normal wear and tear, not applicable to all Products;**
- **I. Intentional damage, Secondary, or collateral damage;**
- **J. Lost, stolen, or irretrievable items;**
- **K. Any Product that is fraudulently described or materially misrepresented;**
- **L. Except as otherwise provided, 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;**
- **M. 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;**
- **N. Damage caused by "accumulation," including, without limitation, damage from any re-peated use or gradual buildup of dirt, dust, oils or similar, such as hair and body oils, perspiration or darkened bodily contact areas;**
- **O. 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;**
- **P. Damage caused by cleaning methods, products, or materials;**
- **Q. Defects due to the installation, assembly, or hookup of Your Product;**
- **R. 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;**
- **S. Claims made under any improper or incorrectly purchased Protection Plan;**
- **T. 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;**
- **U. Consumer replaceable or consumable batteries unless battery coverage has been offered and purchased as part of Your Protection Plan;**
- **V. Product(s) with removed or altered serial numbers;**
- **W. 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);**
- **X. 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 re- installation of any software or data;**
- **Y. "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Product (such as poor cell phone reception);**
- **Z. Items sold in a private sale (e.g. flea market, yard sale, estate sale, Craigslist), any Product that is a demonstration/in-store model, or that is sold "as-is", a Product that is no longer in Your possession;**
- **AA. Any failure, damage, repairs, or loss that is covered under any other protection plan, warranty, service plan or insurance;**
- **BB. We shall not be responsible for 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;**
- **CC. Replacements on Firearms;**

FOR APPLIANCES PLANS

A. Electrolux Refrigerators;

FOR HOME FURNISHINGS PLANS

A. Ready-to-assemble ("RTA") furniture;
B. Rattan, bamboo, wicker, woven resin, nubuck, suede, silk, "X" coded and/or non-color fast fabrics;
C. Split-grain leather hides used in seat cushions, back cushions, or arm areas;
D. Velvet or velvet types of furniture;
E. Orlon furniture;
F. Mattresses (unless appropriate plan is purchased);
G. Items with protective finishes;
H. Lamps, decorative items, robotics, TV lifts, electronics, USB ports, electrical outlets, or clocks;
I. Furniture sold "as-is" before delivery;
J. Normal wear and tear; including but not limited to: scuffing, scrapes or surface abrasions that do not penetrate through the Product's finish; softening of cushions conforming to the shape of the user (body impressions); soiling buildup that accumulates over time from repeated use (such as stains from perspiration, body oil or hair oil) and loosening of chair legs, rungs or joints, loss of foam and/or inner spring resiliency;
K. Flattening of nap, pilling, snags or fraying/matting of material, or shrinking of material;
L. Stress tears (tearing or ripping of upholstery within one-half inch (1/2") of and parallel to the seam line;
M. Leather surface scratches that do not penetrate through the upholstery;
N. Odors, including odors that remain after a visible stain is cleaned;
O. Dye transfer;
P. Fading of the upholstery, color loss, and/or discoloration;
Q. Wood surface scratch, dent, chip, or gouge that does not penetrate through the finish;
R. Peeling of any kind of leather;
S. Nicks, scratches, or wrinkles that are inherent to the leather/hide and were present at time of Product purchase;
T. Inherent design flaws including but are not limited to natural inconsistencies in upholstery, leather, vinyl or delamination of microfiber;
U. Stains or damage from acid, bleach, caustic solutions, mildew, mold, or recurring damage;
V. Correction for dye lot or texture variations arising from the service or replacement of any part of a covered product or the replacement of an entire covered product;
W. Reprogramming for any kind of data transfer or loss;

FOR FIREARM PLANS

A. New and Purchased Firearms over 30 days old;
B. Defect or malfunctions resulting from careless handling, unauthorized adjustments or modifications made or attempted by anyone other than a qualified gunsmith following manufacturer's procedures or failure to follow manufacturer's disassembly instructions;
C. Defects associated with any on-gun or off-gun part or accessory that is capable of being readily detached and/or replaced; this includes any scopes, optics, non-integrated mounts, electronic sights, slings, laser sights, or electronic components;
D. Repairs related to unreasonable use, corrosion, or barrels damaged by an obstructed bore;
E. Damage resulting from ammunition, including but not limited to: use of defective ammunition, hand-loaded or ammunition of the wrong caliber; use of high velocity, high pressure, reloaded or other nonstandard ammunition;
F. Incidental or consequential damage with respect to economic loss or injury to property, whether as a result of implied warranty, negligence, or otherwise;
G. Any repairs where serial number has been removed or altered;
H. Damage from full submersion of Covered Firearm;
I. Neglect, abuse, ordinary wear and tear, or unreasonable use;
J. Cleaning or preventive maintenance;
K. Cosmetic damage, including scratches or dents that do not otherwise affect the functionality of the Covered Firearm;
L. Normal wear of any parts or surface finish, including metal, wood, plastic, rubber, or other materials;
M. Criminal misuse, negligence, or use under the influence of drugs or alcohol;

FOR JEWELRY PLANS

A. Any inherent Product design defect or flawed gemstones;
B. Loss of diamonds, gemstones, or other materials (unless such loss is related to a functional breakdown of the covered product);
C. Parts normally designated to be replaced periodically by You or consumed during the life of the Product such as batteries;

D. **Water damage if used under conditions which exceed the manufacturer's water resistance guidelines;**
E. **Diamonds, Gemstones, or any other components supplied by the customer and not included as a covered product under the Protection Plan;**
F. **Cosmetic scratches and dents on non-silvertone stainless steel watch bands;**
G. **Ring sizing associated with arthritic shanks;**

FOR ELECTRONIC PLANS

A. **Television or personal computer monitor screen imperfections, including "burn-in" or burned CRT phosphor;**
B. **Consumer replaceable or consumable items including but not limited to toner, ribbons, ink cartridges, drums, belts, printer heads, blades, strings, and trim;**
C. **Projector or rear projection TV bulbs;**

FOR PERSONAL ELECTRIC TRANSPORT VEHICLES PLANS

A. **Any electric transport that goes over 25mph;**
B. **Throttle;**
C. **Batteries;**

14. *OUR RIGHT TO RECOVER PAYMENT*

If You have a right to recover against another party for anything We have paid under this Protection Plan, Your rights shall become Our rights. You shall do whatever is reasonably necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

15. *CANCELLATION*

You may cancel this Protection Plan at any time by informing Administrator in writing of Your cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Protection Plan only. **NO CANCELLATION FEES APPLY.**

IF THE REQUEST TO CANCEL THIS CONTRACT IS:

- Within 30 days of the Contract purchase date, You will receive a 100% refund of the full Contract Purchase Price paid by You**,** minus any Claims paid by Us **(except in Missouri, Nevada, & New Hampshire where Claims deduction is prohibited)**. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra 10% to Your refund for every thirty (30) days the refund is not paid by Us.
- After 30 days from the Contract purchase date, You will receive a pro-rata refund of the Contract Purchase Price paid by You, minus any Claims paid by Us **(except in Missouri, Nevada, & New Hampshire where Claims deduction is prohibited)** If Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your refund for every thirty (30) days the refund is not paid by Us**.**

IF YOU ARE ELECTED TO PAY FOR YOUR CONTRACT PURCHASE PRICE ON A MONTHLY BILLING BASIS:

IF YOU CANCEL THIS CONTRACT:

1. Within 30 days of the Contract purchase date, You will receive a 100% refund of the full Contract Purchase Price paid by You, minus any Claims paid by Us **(except in Missouri & Nevada, & New Hampshire where Claims deduction is prohibited)**. If Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.
2. After 30 days from the Contract purchase date, You will receive a pro-rata refund of that billing cycle's monthly charge (if any). If Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.

WE MAY ONLY CANCEL THIS CONTRACT FOR:

- Non-payment of the Contract purchase price/fees by You;
- Material misrepresentation by You; or
- Substantial breach of duties under this Contract by You in relation to the Product or its use.

If We cancel this Contract, We will provide written notice of cancellation to You at least 15 days (30 days in Georgia) (21 days in Washington) prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a refund based upon the same criteria outlined above.

NOTICE*: If Your Product and this Contract was financed, the lienholder may cancel this Contract for non-payment. If the lienholder cancels this Contract for non- payment, any outstanding balance due to the lienholder will be deducted from any refund due and will be paid to the lienholder instead of You.*

16. *GUARANTY*

This is not an insurance policy; it is a Service Contact. We have obtained an insurance policy to insure Our performance under this Protection Plan in the following states: AL, AZ, AR, CA, CO, CT, DC, GA, HI, IL, KY, ME, MA, MN, MO, MT, NV, NH, NJ, NM, NY, NC, OH, OK, OR, SC, TX, UT, VT, VA, WI, & WY. Our obligations under this Service Contact are guaranteed by a Protection Plan reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If a covered claim is

not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions. In all other states, Our obligations under this Protection Plan are backed by Our full faith and credit.

17. *GENERAL PROVISIONS*

Waiver; Severability. The failure of any party to require performance by the otherapy of any provision here of will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

Notices. You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You provide Us. All notices or requests pertaining to this Contract will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to You by email or fax number that You provided to Us, or three (3) days after mailing to the street address You provided.

18. *RENEWABILITY*

If You wish to renew coverage under this Protection Plan, please contact the Administrator prior to the expiration of Your current Term to initiate Our renewal process. Renewal prices will reflect the age of the covered product(s), current service costs, and product repair experience. **Not all Products are eligible for Renewal.**

19. *TRANSFERABILITY*

This Contract cannot be transferred to any other party or product.

20. *ARBITRATION*

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR PURCHASE OR USE OF THIS PROTECTION PLAN WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF YOUR CLAIMS QUALIFY. THE FEDERAL ARBITRATION ACT AND FEDERAL ARBITRATION LAW APPLY TO THIS PROTECTION PLAN. **THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF OR STATUTORY DAMAGES) AND MUST FOLLOW THE TERMS AND CONDITIONS OF THIS PROTECTION PLAN AS THE COURT WOULD.** TO BEGIN AN ARBITRATION PROCEEDING, YOU MUST SEND A LETTER REQUESTING ARBITRATION AND DESCRIBING YOUR CLAIM TO ADMINISTRATOR AT P.O. BOX 1189, BEDFORD, TX 76095, ATTN: LEGAL DEPT. THE ARBITRATION WILL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA) UNDER ITS RULES, INCLUDING THE AAA'S SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES. THE AAA'S RULES ARE AVAILABLE AT WWW.ADR.ORG OR BY CALLING 1-800-778-7879. PAYMENT OF ALL FILING, ADMINISTRATION AND ARBITRATOR FEES WILL BE GOVERNED BY THE AAA'S RULES. WE WILL REIMBURSE THOSE FEES FOR CLAIMS TOTALING LESS THAN $10,000 UNLESS THE ARBITRATOR DETERMINES THE CLAIMS ARE FRIVOLOUS. LIKEWISE, WE WILL NOT SEEK ATTORNEYS' FEES AND COSTS IN ARBITRATION UNLESS THE ARBITRATOR DETERMINES THE CLAIMS ARE FRIVOLOUS. YOU MAY CHOOSE TO HAVE THE ARBITRATION CONDUCTED BY TELEPHONE, BASED ON WRITTEN SUBMISSIONS, OR IN PERSON IN THE COUNTY WHERE YOU LIVE OR AT ANOTHER MUTUALLY AGREED LOCATION. **WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION.** IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, **WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.**

APPLICABLE LAW

By purchasing this Protection Plan, You agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Texas, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that might arise between You and Us.

21. *ENTIRE CONTRACT*

This Protection Plan; including the terms, conditions, limitations, exceptions and **EXCLUSIONS,** Your Purchase confirmation and Your Sales Receipt, constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

22. *SPECIAL STATE REQUIREMENTS*

Regulation of service plans may vary widely from state to state. Any provision within this Protection Plan ("Protection Plan") which conflicts with the laws of the state where you live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if your Protection Plan was purchased in one of the following states and supersedes any other provision within your Protection Plan terms and conditions to the contrary.

Alabama: HOW TO FILE A CLAIM - If You need to file a Claim under this Protection Plan, You must obtain authorization by calling the Administrator at 1-800-342-5349 or by visiting www.MyProtectionPlan360.com. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. Arbitration is non-binding in the State of Alabama. Arbitration proceeding shall be conducted in the county in which the consumer resides.

Arizona: LIMIT OF LIABILITY is amended as follows: in addition to that which is noted above, neither We nor the Administrator nor the retailer shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time, lost data, or lost income/wages resulting from the failure of or damage to any covered product or component thereof, regardless of whether such failure or damage is covered under the provisions of this contract, or from delays in service or the inability to render service, or resulting from the unavailability of repair or replacement parts/components/items or inability to provide exact match replacement, or if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate; including any inherent product flaws.

"**EXCLUSIONS-WHAT IS NOT COVERED"** - We shall not provide coverage only for those specifically listed items in the **"EXCLUSIONS -WHAT IS NOT COVERED"** section which occurred while owned by You. "Pre-existing conditions" is amended to include: may not be excluded if such conditions were known or should reasonable have been known to Us or the Retailer. **CANCELLATION** is amended as follows: The Provider may only cancel this Protection Plan for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. In no event will any claims incurred or paid be deducted from any refund. The Arbitration Provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance and Financial Institutions (DIFI). To learn more about process, You may contact the Arizona Department of Insurance and Financial Institutions (DIFI) at 100 North 15th Avenue, Suite 261, Phoenix, AZ 85007-2630, ATTN: Consumer Affairs. **Monthly Billing:** The monthly billing provision notice is amended to the following: NOTICE: Your monthly Contract charge is not subject to change, during the term of this Contract.

Arkansas: HOW TO FILE A CLAIM - If You need to file a Claim under this Protection Plan, You must obtain authorization by calling the Administrator at 1-(800)-342-5349 or by visiting www.MyProtectionPlan360.com. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com any time. Failure to obtain prior authorization may result in non-payment.

California: Guardsman Industries LLC (License No. SA-83) is the Protection Plan Administrator and Guardsman US LLC (License No. S-29831) is the Obligor for this Protection Plan. **CANCELLATION** is amended as follows: This Protection Plan may be cancelled by the Protection Plan holder for any reason, including, but not limited to, the Product covered under this Protection Plan being sold, lost, stolen, or destroyed. If You decide to cancel Your Protection Plan, and Your cancellation notice is received by the Administrator within sixty (60) days of the date You received the Protection Plan and no claims have been paid, You will be refunded the full-Protection Plan price. If You have made claims against the Protection Plan or cancellation notice is received by the Administrator after sixty (60) days of the date You received the Protection Plan, You will be refunded a pro-rated amount of the Protection Plan price, less any claims paid.

Connecticut: This Protection Plan is an agreement between the Obligor/Provider, Guardsman US LLC, P.O. Box 1189, Bedford, TX 76095, 1-(800)-342-5349 and You. In the event of a dispute with the Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the Protection Plan. **CANCELLATION** is amended as follows: This Protection Plan may be cancelled by the Protection Plan holder if the Product covered under this Protection Plan is returned, sold, lost, stolen, or destroyed.

Florida: This Protection Plan is between the Provider, WCPS of Florida., (License No. 80202) and You, the purchaser. The rates charged to You for this Protection Plan are not subject to regulation by the Florida Office of Insurance Regulation. **CANCELLATION** is deleted and replaced with the following: You may cancel Your Protection Plan by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Protection Plan is canceled by You, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. In the event the Protection Plan is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf.

Georgia: CANCELLATION is amended as follows: The Provider may only cancel this Protection Plan for fraud by You, material misrepresentation by You, or nonpayment by You. If the Provider cancels, the Provider must provide 30 days written notice of cancellation. If the purchase of this Contract was financed, the lienholder may only cancel this Contract for non-payment if they hold a power of attorney. **EXCLUSIONS** (**WHAT IS NOT COVERED)** – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Protection Plan are excluded. Any arbitration provision is deleted in its entirety. "PRE-EXISTING CONDITIONS – is replaced with conditions that were caused by You or known by You prior to purchasing this Protection Plan. **GUARANTY is amended to include:** If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Illinois: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to defects in materials or workmanship, Power Surge event, or ADH event if applicable to Your Plan, after the effective date of this Protection Plan. This Protection Plan does not cover failures resulting from normal wear and tear.

Indiana: This Contract is not insurance and is not subject to Indiana insurance law. **PRE-EXISTING CONDITIONS** – The "Pre-Existing Condition:" definition is deleted and replaced with conditions that were caused by You or known by You prior to purchasing this Protection Plan.

Maine: GUARANTY is amended to include: If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Michigan: If performance of the Protection Plan is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Protection Plan shall be extended for the period of the strike or work stoppage.

Missouri: GUARANTY is amended to include: If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Nevada: CANCELLATION is amended as follows: Any cancellation or transfer fee shall not exceed twenty-five ($25.00). In no event will any claims incurred or paid be deducted from any refund. We may cancel this Protection Plan within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Protection Plan for nonpayment by You, fraud or material misrepresentation by You in obtaining the service contract, or in presenting a claim, or a substantial breach of duties by You relating to the covered property or its use if it occurred after the effective date of the Protection Plan and it substantially and materially increased the service required under the Protection Plan. If We cancel this Protection Plan, You will be entitled to a pro-rata refund of the unearned Protection Plan fee, no cancellation fee shall apply, and We shall mail a written notice to You at the last known address held by Us at least fifteen (15) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. If Your Protection Plan was financed, the outstanding balance will be deducted from any refund. We shall refund to You, the purchase price of this Contract within 45 days, after the contract has been returned to Us. If we do not refund the purchase price withing 45 days, We will pay You a penalty of 10 percent of the purchase price for each 30-day period that the refund remains unpaid. **EXCLUSIONS** (**WHAT IS NOT COVERED)** – This Protection Plan provides coverage that is excess over any other applicable coverage. Only unauthorized product repairs, modifications or alterations performed after the effective date of the Protection Plan, or damages arising from such actions are excluded. Any reference to 'administrative fee' with respect to cancellation is changed to cancellation fee. If You are not satisfied with the manner in which We are handling Your claim, You may contact the Nevada Insurance Commissioner by use of the toll-free telephone number of the Insurance Division, (888) 872-3234.

New Hampshire: This is contract sold to a New Hampshire consumer and is, therefore, subject to the law of the State of New Hampshire. In the event You do not receive satisfaction under this Protection Plan, You may contact the New Hampshire Insurance Department at, 21 South Fruit

Street, Suite 14, Concord, NH 03301, 603-271-2261. The Arbitration Provision of this Plan is subject to RSA 542. Any arbitration proceedings shall be conducted within the jurisdiction of New Hampshire. The charge for this plan is _____.

New Mexico: GUARANTY is amended to include: This Protection Plan is insured by Technology Insurance Company. If the Protection 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 Technology Insurance Company at 866-505-4048, regulatorycompliance@amtrustgroup.com, or 59 Maiden Lane, 43rd Floor, New York, NY 10038. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674. **CANCELLATION** is amended as follows: We may cancel this Protection Plan within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Protection Plan for the following acts by the You: Non-payment; discovery of fraud or material misrepresentation by You in obtaining the Protection Plan or in presenting a Claim; or discovery of either of the following if it occurred after the effective date of the Protection Plan and substantially and materially increased the service required under the Protection Plan: an act or omission; or a violation of any condition of the Protection Plan.

New Jersey: The product being offered is a Protection Plan and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

North Carolina: CANCELLATION is amended as follows: We may only cancel this Protection Plan for non-payment of the purchase price of the Protection Plan or a direct violation of the Protection Plan by You.

Oklahoma: The Service Warranty Association is Guardsman CPS LLC, 909 3rd Avenue, 33rd Floor, New York, NY 10022, 1-800-342-5349, Oklahoma Identification #520822354. This is not an insurance contract. Coverage afforded under this Protection Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** is deleted and replaced with the following: You may cancel Your Protection Plan at any time by informing Us or the Administrator. If You cancel this Protection Plan within the first thirty (30) days and no Claim has been authorized or paid within the first thirty (30) days, We will refund the entire Protection Plan purchase price. If You cancel this Protection Plan after the first thirty (30) days or have made a Claim within the first thirty (30) days, return of the Provider fee shall be based upon one hundred percent (100%) of the unearned pro-rata Provider fee less the actual cost of any service provided under the Protection Plan. If We cancel this Protection Plan, return of the Provider fee shall be based upon one hundred percent (100%) of unearned pro-rata Provider fee less the actual cost of any service provided under the Protection Plan. While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

Ohio: GUARANTY is amended to include: If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Oregon: This Protection Plan is an agreement between the Obligor/Provider, Guardsman US LLC, P.O. Box 1189, Bedford, TX 76095, 1-800-342-5349, and You. NOTICE: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. **HOW TO FILE A CLAIM** - If You need to file a Claim under this Protection Plan, You must obtain authorization by calling the Administrator at 1-(800)-342-5349 or by visiting www.MyProtectionPlan360.com. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is amended to add: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. **ARBITRATION**- The Arbitration Provision is deleted and replaced as follows: If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Plan holder. Arbitration will take place under the laws of the State of Oregon and will be held in the Plan holder's county of residence or any other county in this state agreed by both parties. Oregon arbitration law will prevail unless it conflicts with the Federal Arbitration Act. Notwithstanding the foregoing, either party may bring an individual action in small claims court or trial by jury. This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. You agree that by entering into this Plan, You and We are each waiving the right to participate in a class action.

South Carolina: If You have any questions regarding this Protection Plan, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

Texas: The Administrator is Guardsman US LLC, Protection Plan Administrator No. 731. If You have any questions regarding the regulation of the Protection Plan Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. **CANCELLATION** section is amended as follows: You may return this Protection Plan within thirty (30) days of the date of purchase of this Protection Plan. If this Protection Plan is cancelled within the first thirty (30) days, We will refund the entire Protection Plan charge, less claims paid. If this Protection Plan is cancelled after the first thirty (30) days, You will receive a pro-rata refund of the Protection Plan price less claims paid. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of Your cancellation request to the Provider. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Protection Plan is canceled. These provisions apply only to the original purchaser of the Protection Plan. **GUARANTY** is amended to include: If a cancellation refund is not provided within forty-five (45) days after the cancellation request has been received, or if a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Utah: The Provider/Obligor is Guardsman US LLC, P.O. Box 1189, Bedford, TX 76095, 1-800-342-5349. This Protection Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Protection Plan is not guaranteed by the Property and Casualty Guaranty Association. **GUARANTY** is amended as follows: If a cancellation refund is not provided within forty-five (45) days after the cancellation request has been received, or if any claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

CANCELLATION – Is amended as follows: We may only cancel this Protection Plan for material misrepresentation by You, nonpayment by You or a substantial breach of contractual duties by You relating to the covered property or its use. If We cancel this Protection Plan for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Protection Plan for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation. Arbitration is amended as follows: ANY MATTER IN DISPUTE BETWEEN YOU AND THE

COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

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

Washington: Warrantech Consumer Product Services, Inc. P.O. Box 1189 Bedford, TX 76095 is the Obligor for this Protection Plan. The State of Washington is the jurisdiction for any civil action in connection with this Contract. **EXCLUSIONS** (**WHAT IS NOT COVERED)** – What is excluded from coverage is limited to that which is expressly stated under the **"EXCLUSIONS (WHAT IS NOT COVERED)"** section of this Protection Plan which occurred while owned by You. **GUARANTY is amended as follows**: Our obligations under this Service Contact are guaranteed by a Protection Plan reimbursement insurance policy issued by Wesco Insurance Company (the "Insurance Company"). A contract holder is entitled to apply directly to Wesco Insurance Company, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048 for refund, payment or performance due.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. All references to "Protection Plan/Agreement" are hereby deleted and replaced with "Protection Plan". **CANCELLATION** is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator. If this Service Contract is canceled within fifteen (15) days of the date of purchase, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us. For Service Contracts canceled subsequent to the period stated above or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata provider fee. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid. We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered. **GUARANTY is deleted and replaced as follows:** Our obligations under this Agreement are guaranteed by a Protection Plan reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If the provider does not provide, or reimburse or pay for, a service that is covered under this Agreement within sixty (60) days after You provide proof of loss, or if the provider becomes insolvent or otherwise financially impaired, You may file a claim directly with Insurance Company for reimbursement, payment, or provision of the service. Please call 1-866-505-4048 for instructions.

Wyoming: You may return this Protection Plan within twenty (20) days of the date this Protection Plan was provided to you, or within ten (10) days if the Protection Plan was delivered to you at the time of sale. If you made no claim, the Protection Plan is void and the full purchase price will be refunded to you. The Administrator will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Protection Plan to the Administrator. These provisions apply only to the original purchaser of the Protection Plan. In the event Administrator cancels the Protection Plan, Administrator will mail a written notice to you at your last known address at least ten (10) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by you relating to the covered property or its use, or a substantial breach of your duties relating to the covered product or its use.