

SERVICE CONTRACT TERMS & CONDITIONS:

Administrator: Warrantech Consumer Product Services, Inc.
P.O. Box 1077
Bedford, TX 76095
Telephone: 1-888-349-0192

FOR FAST CLAIM SERVICE, VISIT

www.MyProtectionPlan360.com

CONGRATULATIONS: Thank You for Your recent purchase of the My Tech Protect Plan (the “**Service Contract**”, “**Contract**”). We hope You enjoy the added comfort and protection this Service Contract provides. Please keep this Service Contract document, Your Contract Purchase Receipt and Your Device Purchase Receipt (if purchased separately from the Service Contract), as You will need them to verify Your coverage at the time of service. This information will serve as a valuable reference guide and will help You determine what is covered by this Service Contract. From the day You purchase this Service Contract the Administrator will assist You in understanding Your Service Contract benefits.

DEFINITIONS

Throughout this Service Contract, the following capitalized words have the stated meaning –

- **“We”, “Us”, “Our”, “Obligor”, “Provider”:** the party or parties obligated to provide service under this Service Contract as the service contract provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038 (Florida Residents: this Service Contract is an agreement between You and Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 43rd Floor, New York, New York, 10038).
- **“Administrator”:** the entity responsible for administering benefits to You in accordance with the Service Contract terms and conditions, Warrantech Consumer Product Services, Inc., PO Box 1077, Bedford, TX 76095 (Florida Residents: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202).
- **“Retailer”:** the merchant authorized by Us to sell this Service Contract to You.
- **“You”, “Your”:** the purchaser of this Service Contract who is to receive the coverage provided hereunder.
- **“Covered Device”, “Device”:** the item that is covered under this Service Contract.
- **“Contract Purchase Receipt”:** the receipt document (paper or e-mail) provided to You as proof of Your Contract purchase that confirms the Term, Deductible and purchase date of Your Contract.
- **“Contract Purchase Price”:** the amount paid by You for this Service Contract (excluding any applicable taxes and/or fees), as confirmed on Your Contract Purchase Receipt.
- **“Device Purchase Receipt”:** the receipt document (paper or email) provided as proof of Your Device purchase that indicates the date in which the Device was purchased along with the Manufacturer’s Suggested Retail Price (“MSRP”) of the Device as of its purchase date.
- **“Device Purchase Price”:** the amount paid by You for the Covered Device; excluding any applicable taxes and/or fees.
- **“Claim”:** a demand for payment in accordance with this Contract sent by You to the Administrator or Us.
- **“Waiting Period”:** the period of time starting on the Contract purchase date, through thirty (30) days thereafter, during which time no Claims are considered for coverage under this Contract. The Waiting Period is only applicable to a Covered Device that is classified as “used”; which is confirmed on the Contract Purchase Receipt.
- **“Failure”:** the mechanical or electrical breakdown of Your Device to perform its intended function including defects in materials or workmanship and normal wear and tear; occurring during normal use of the Device.
- **“Power Surge”:** damages to the Device resulting from an oversupply of voltage to Your Device 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 Device to a power source.
- **“Deductible”:** the amount You are required to pay, per Claim, prior to receiving covered services under this Service Contract (if any), as indicated on Your Contract Purchase Receipt.
- **“Term”:** the period of time in which the provisions of this Service Contract are valid, as indicated on Your Contract Purchase Receipt.

Please contact the Administrator if You have any questions about this Service Contract.

PRODUCT ELIGIBILITY

In order to be eligible for coverage under this Contract, the merchandise must be: (a) purchased from an authorized Retailer; and (b) not covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined herein. Additionally:

1. **FOR SMARTPHONES/CELL PHONES:** to be an eligible smartphone or cell phone, the item must at minimum be equipped with the following OS versions (as applicable to the make/model): (1) Apple Operating System version iOS 6 or newer, or (2) Android Operating System version 1.6 or newer.
 - If the product is classified as a “USED” product, the product must be fully operational and not damaged as of the Contract purchase date (NOTE: confirmation of such may require the submission of photographs of the item to the Retailer and/or Administrator).
2. **FOR TABLETS/NOTEBOOKS/LAPTOPS:** to be an eligible tablet, notebook or laptop, the item must at minimum be equipped with the following OS versions (as applicable to the make/model): (1) Apple Operating System version iOS 6 or newer, or (2) Android Operating System version 1.6 or newer.
 - If the product is classified as a “USED” product, the product must be fully operational and not damaged as of the Contract purchase date (NOTE: confirmation of such may require the submission of photographs of the item to the Retailer and/or Administrator).

YOUR RESPONSIBILITIES

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

MAINTENANCE AND INSPECTIONS: If specified in the Device manufacturer’s warranty and/or owner’s manual, You must perform all of the care, maintenance and inspections for the Device as indicated. Proof of the completion of such maintenance, care and/or inspection services may be required at time of Claim.

IMPORTANT PRODUCT INFORMATION

If Your original Covered Device is ever exchanged by the manufacturer, You need to advise the Administrator as soon as practicable the make, model, and serial number of the new exchanged product. You can do this by either calling the Administrator at 1-888-349-0192 or by writing to the Administrator at P.O. Box 1077, Bedford, TX 76095, ATTN: WCPS-Data Entry. NOTE: in the event of manufacturer or Retailer exchange, the Term of Your originally purchased Service Contract remains in effect and does not automatically extend.

SERVICE CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

1. FOR A “NEW” DEVICE (as confirmed on Your Contract Purchase Receipt):

- A) **Coverage for damages to Your Device resulting from Power Surge or Accidental Damage from Handling (ADH)** begins on Your Contract purchase date, and continues for the Term shown on Your Contract Purchase Receipt.
- B) **Coverage for a Failure** (as defined) begins upon expiration of the shortest portion of the manufacturer’s original parts and/or labor warranty and continues for the remainder of Your Term shown on Your Contract Purchase Receipt.

2. FOR A “USED” DEVICE (as confirmed on Your Contract Purchase Receipt):

- A) **Coverage for damages to Your Device resulting from Power Surge or Accidental Damage from Handling (ADH)** begins upon expiration of the 30-day Waiting Period, and continues for the Term shown on Your Contract Purchase Receipt.
- B) **Coverage for a Failure** (as defined) begins upon expiration of the shortest portion of the manufacturer’s original parts and/or labor warranty and continues for the remainder of Your Term shown on Your Contract Purchase Receipt.

WHAT IS COVERED – GENERAL

In accordance with the SERVICE CONTRACT TERM described above, in the event of a covered Claim this Contract provides labor and/or parts required to repair the covered Device, or at Our sole discretion, replacement of the originally covered Device in lieu of repair (or reimbursement equal to the fair market value of the Device as determined by Us based upon the age of the Device and subject to the LIMIT OF LIABILITY section). PLUS –

- **A “No Lemon Guarantee”:** Your Contract has an embedded benefit that consists of, if, within any consecutive twelve (12) month period, Your Covered Device has three (3) repairs covered under this Service Contract for the same problem and a fourth (4th) repair is required for the same covered problem, We will replace Your original Device with one of like kind and quality, but not necessarily same brand, or, provide you with reimbursement equal to the fair market value of the Device as determined by Us based upon the age of the Device and subject to the LIMIT OF LIABILITY.

IMPORTANT DISCLOSURES REGARDING “WHAT IS COVERED”: 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 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. If a replacement item is provided, technological advances may result in a replacement product with a lower selling price than the originally covered Device, and no reimbursement based on any replacement item cost difference will be provided. Any and all parts or units replaced under this Contract become Our property in their entirety.

- **About Repairs:** Parts used to repair the Device may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the original Device.
- **About Replacements:** In the event We determine the original Device cannot be repaired, We will make every reasonable effort to replace the defective Device with one of the same model/features; however, We reserve the right to replace the defective Device with one of equal or similar features and functionality.
- **About Reimbursements:** In the event We determine to provide You with reimbursement towards the replacement of the defective Device, such reimbursement may be in the form of a check, voucher or gift card and will in no event exceed the LIMIT OF LIABILITY.

BASE COVERAGE PLAN OPTIONS

(As indicated on Your Contract Purchase Receipt and applicable to You)

IMPORTANT: The submission of a Claim does not automatically mean that the damage to or breakdown of the Device is covered under Your Plan(s) and this Contract. In order for a Claim to be considered, You have to contact the Administrator first for Claim approval and authorization number.

1. **“NEW” SMARTPHONES/CELL PHONES:** If You purchased this Contract to cover Your eligible new smartphone or cell phone (“Your Plan”), Your Plan provides everything outlined in the “WHAT IS COVERED-GENERAL” section above, PLUS:

- A) **Accidental Damage from Handling (“ADH”):** labor and/or parts required to repair Your Covered Device if it experiences sudden and unforeseen ADH; such as damage resulting from dropping the Covered Device, liquid spillage, or in association with screen breakage.
- B) **Damaged or Defective Buttons or Connectivity Ports:** labor and/or parts required to repair damaged or defective buttons or connectivity ports located on the Covered Device, when such damage / defect results in Covered Device functional impairment.
- C) **Defective Pixels:** labor and/or parts required to repair pixels within the display area, when such defect significantly impairs the Device’s functionality.
- D) **Dust, Internal Overheating, Internal Humidity/Condensation:** labor and/or parts required to repair Failure of Your Covered Device resulting from dust, internal overheating, internal humidity or condensation; occurring during normal use of the Covered Device.
- E) **Free Shipping:** shipping charges associated with a covered Claim on Your Device are covered under Your Plan.
- F) **Advanced Exchange:** for a covered Claim, Your Plan provides an advanced exchange of a replacement device in exchange for Your defective Device. Within ten (10) calendar days of confirmed delivery receipt of Your replacement device, You must ship or deliver the defective Device to Us. *IMPORTANT: In the event You have been provided with a replacement device, but You have failed to return Your defective Device to Us within ten (10) calendar days of confirmed delivery receipt of the replacement, You will be assessed a non-returned device fee equal to the MSRP of the replacement device. This fee will not be assessed only if Your defective Device is returned to Us when and as requested.*

2. **“NEW” TABLETS/NOTEBOOKS/LAPTOPS:** If You purchased this Contract to cover Your eligible new tablet, notebook or laptop product (“Your Plan”), Your Plan provides everything outlined in the “WHAT IS COVERED-GENERAL” section above, PLUS:

- A) **Accidental Damage from Handling (“ADH”):** labor and/or parts required to repair Your Covered Device if it experiences sudden and unforeseen ADH; such as damage resulting from dropping the Covered Device, liquid spillage, or in association with screen breakage.
- B) **Damaged or Defective Buttons or Connectivity Ports:** labor and/or parts required to repair damaged or defective buttons or connectivity ports located on the Covered Device, when such damage/defect results in Covered Device functional impairment.
- C) **Defective Pixels:** labor and/or parts required to repair pixels within the display area, when such defect significantly impairs the Device’s functionality.
- D) **Dust, Internal Overheating, Internal Humidity/Condensation:** labor and/or parts required to repair Failure of Your Covered Device resulting from dust, internal overheating, internal humidity or condensation; occurring during normal use of the Covered Device.
- E) **Free Shipping:** shipping charges associated with a covered Claim on Your Device are covered under Your Plan.

F) **Advanced Exchange:** for a covered Claim, Your Plan provides an advanced exchange of a replacement device in exchange for Your defective Device. Within ten (10) calendar days of confirmed delivery receipt of Your replacement device, You must ship or deliver the defective Device to Us. *IMPORTANT: In the event You have been provided with a replacement device, but You have failed to return Your defective Device to Us within ten (10) calendar days of confirmed delivery receipt of the replacement, You will be assessed a non-returned device fee equal to the MSRP of the replacement device. This fee will not be assessed only if Your defective Device is returned to Us when and as requested.*

3. **“USED” SMARTPHONES/CELL PHONES:** If You purchased this Contract to cover Your eligible used smartphone or cell phone (“Your Plan”), Your Plan provides everything outlined in the “WHAT IS COVERED-GENERAL” section above, PLUS:

- A) **Accidental Damage from Handling (“ADH”):** labor and/or parts required to repair Your Covered Device if it experiences sudden and unforeseen ADH; such as damage resulting from dropping the Covered Device, liquid spillage, or in association with screen breakage.
- B) **Damaged or Defective Buttons or Connectivity Ports:** labor and/or parts required to repair damaged or defective buttons or connectivity ports located on the Covered Device, when such damage / defect results in Covered Device functional impairment.
- C) **Defective Pixels:** labor and/or parts required to repair pixels within the display area, when such defect significantly impairs the Device’s functionality.
- D) **Dust, Internal Overheating, Internal Humidity/Condensation:** labor and/or parts required to repair Failure of Your Covered Device resulting from dust, internal overheating, internal humidity or condensation; occurring during normal use of the Covered Device.
- E) **Free Shipping:** shipping charges associated with a covered Claim on Your Device are covered under Your Plan.

4. **“USED” TABLETS/NOTEBOOKS/LAPTOPS:** If You purchased this Contract to cover Your eligible used tablet, notebook or laptop product (“Your Plan”), Your Plan provides everything outlined in the “WHAT IS COVERED-GENERAL” section above, PLUS:

- A) **Accidental Damage from Handling (“ADH”):** labor and/or parts required to repair Your Covered Device if it experiences sudden and unforeseen ADH; such as damage resulting from dropping the Covered Device, liquid spillage, or in association with screen breakage.
- B) **Damaged or Defective Buttons or Connectivity Ports:** labor and/or parts required to repair damaged or defective buttons or connectivity ports located on the Covered Device, when such damage / defect results in Covered Device functional impairment.
- C) **Defective Pixels:** labor and/or parts required to repair pixels within the display area, when such defect significantly impairs the Device’s functionality.
- D) **Dust, Internal Overheating, Internal Humidity/Condensation:** labor and/or parts required to repair Failure of Your Covered Device resulting from dust, internal overheating, internal humidity or condensation; occurring during normal use of the Covered Device.
- E) **Free Shipping:** shipping charges associated with a covered Claim on Your Device are covered under Your Plan.

OPTIONAL COVERAGES

(As indicated on Your Contract Purchase Receipt and applicable to You)

- 1. **COMMERCIAL/BUSINESS USE UPGRADE:** if You purchased this optional coverage upgrade, Your Contract includes all of the benefits outlined under the applicable Base Coverage Plan Option that You purchased, for all eligible Devices that are intended to be used in a commercial and/or business capacity. *(NOTE: products used in a commercial or business capacity are not covered unless this optional coverage upgrade has been elected and is confirmed on Your Contract Purchase Receipt.)*
- 2. **EDUCATION INSTITUTIONAL USE UPGRADE:** if You purchased this optional coverage upgrade, Your Contract includes all of the benefits outlined under the applicable Base Coverage Plan Option that You purchased, for all eligible Devices that are intended to be used in an education institutional capacity. *(NOTE: products used in an education institutional capacity are not covered unless this optional coverage upgrade has been elected and is confirmed on Your Contract Purchase Receipt.)*

HOW TO FILE A CLAIM

IMPORTANT: The submission of a Claim does not automatically mean that the damage to or breakdown of the Device is covered under Your Plan(s) and this Contract. In order for a Claim to be considered, You have to contact the Administrator first for Claim approval and authorization number.

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

- 1. Go online to www.MyProtectionPlan360.com or call toll-free 1-888-349-0192 with Your Contract Purchase Receipt readily available.
- 2. Explain the problem Your Device is experiencing and provide the Administrator any additional information/documentation they may need to validate Your Claim.
- 3. 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 Device will be further serviced.
 - Write down and keep Your Claim authorization number in a safe place that is easily accessible in case it is ever needed for future reference.
 - Authorization for payment of any required Deductible will be collected by the Administrator at this time. (Your applicable Deductible amount is shown on Your Contract Purchase Receipt.)

This Contract includes coverage for shipping costs to and from the designated servicing center for all covered Claims. 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 Contract.

DEDUCTIBLE

You are required to pay the Deductible amount specified on Your Contract Purchase Receipt prior to receiving covered services under this Contract (if any).

LIMIT OF LIABILITY

The maximum amount that We are obligated to pay for services in connection with all Claims pursuant to this Service Contract is as follows: (as applicable to Your Covered Device and confirmed on Your Contract Purchase Receipt)

- 1. **“NEW” COVERED DEVICES:** up to the MSRP amount for the Covered Device, as shown on Your Device Purchase Receipt and/or Contract Purchase Receipt. In the event We make payments for repairs; which in the aggregate are equal to this amount, or We replace Your Device for any reason, Our obligation under this Service Contract will be considered fulfilled and coverage ends.

2. **“USED” COVERED DEVICES:** up to the current MSRP of a replacement device of equal features and functionality to the original Device. In the event We make payments for repairs; which in the aggregate are equal to this amount, or We replace Your Device for any reason, Our obligation under this Service Contract will be considered fulfilled and coverage ends.

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 OR LOST DATA RESULTING FROM THE FAILURE OF ANY COVERED DEVICE OR EQUIPMENT, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS, OR FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS.

WHAT IS NOT COVERED (GENERAL EXCLUSIONS)

AS RELATED AND APPLICABLE TO THE COVERED DEVICE(S), THIS CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR LOSS IN CONNECTION WITH OR RESULTING FROM:

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| <p>A) For “USED” Devices Only – any Claim submitted prior to the expiration of the Contract’s thirty (30) day waiting period;</p> <p>B) A pre-existing condition known to You (“pre-existing condition” refers to a condition that, (1) for “NEW” or “USED” Devices, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the covered Device before this Contract was purchased, or (2) for “USED” Devices only, is determined by Us to be a Failure or otherwise covered damage that occurred prior to the expiration of the Contract Waiting Period);</p> <p>C) A pre-existing condition known to You (“pre-existing condition” refers to a condition that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the covered Device before this Contract was purchased;</p> <p>D) Any Claim for service to or replacement of the covered Device that has not been prior authorized by the Administrator;</p> <p>E) Any Claim related to cosmetic damage (meaning damages or changes to the physical appearance of the covered Device that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish) or structural imperfections (when such do not impair the overall functionality of the covered Device);</p> <p>F) Any merchandise that has been confirmed by Our authorized servicer to have removed or altered serial numbers;</p> <p>G) Servicing, labor, delivery or installation costs;</p> <p>H) Costs associated with tearing down or refinishing of walls in order to reach and/or evaluate the covered Device;</p> <p>I) Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;</p> <p>J) Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract;</p> <p>K) Any merchandise that has been confirmed to be used in a commercial, business and/or education institutional capacity (UNLESS THE APPROPRIATE “OPTIONAL COVERAGE UPGRADE” HAS BEEN PURCHASED);</p> | <p>L) Abuse (meaning, the intentional treatment of the covered Device 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 the covered Device;</p> <p>M) Theft or mysterious disappearance, unforeseen disappearance or vandalism of or to the covered Device;</p> <p>N) Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;</p> <p>O) Operation outside the manufacturer operational or environmental specifications;</p> <p>P) Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to these items;</p> <p>Q) Any items that are consumer replaceable and designed to be replaced over time throughout the life of the covered Device; including, but not limited to: fuses, batteries, belts, bulbs, connectors, filters, bags and lint screens;</p> <p>R) Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;</p> <p>S) Periodic or preventative maintenance;</p> <p>T) Lack of providing manufacturer’s recommended maintenance or operation/storage of the covered Device in conditions outside manufacturer specifications, or use of the covered Device in such a manner as would be voidable coverage under the manufacturer’s warranty, or use of the product in a manner inconsistent with its design or manufacturer specifications;</p> <p>U) Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a covered product performed by anyone other than a service center/technician authorized by the Administrator;</p> <p>V) Any kind of manufacturer recall or rework order on the covered Device, of which the manufacturer is responsible for providing, regardless of the manufacturer’s ability to pay for such repairs; or</p> <p>W) Service or replacement outside of the United States of America, its territories, or Canada.</p> |
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IMPORTANT: RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA IS EXPRESSLY EXCLUDED UNDER THIS CONTRACT, AS WELL AS DATA RECOVERY SERVICES. WHEN AT ALL POSSIBLE, WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND ESPECIALLY PRIOR TO SUBMITTING YOUR COVERED DEVICE FOR SERVICING PURSUANT TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

IF THE ADMINISTRATOR AUTHORIZES SERVICE FOR A CLAIM ON YOUR COVERED DEVICE, AND IT IS THEN DETERMINED BY OUR AUTHORIZED SERVICE CENTER/TECHNICIAN TO BE EXCLUDED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT, OR RESULTS IN A “NO PROBLEM FOUND” DIAGNOSIS, YOU MAY BE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS.

OUR RIGHT TO RECOVER PAYMENT

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

CANCELLATION

You may cancel this Service Contract at any time by informing the Administrator of cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Service Contract only.

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 Arizona, Georgia, Missouri & Nevada 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 100% refund of the full Contract purchase price paid by You, minus any Claims paid by Us (except in Arizona, Georgia, Missouri & Nevada where Claims deduction is prohibited).

WE MAY ONLY CANCEL THIS CONTRACT FOR:

1. Non-payment of the Contract purchase price/fee by You;
2. Material misrepresentation by You; or
3. Substantial breach of duties under this Contract by You in relation to the covered Device or its use.

If We cancel this Contract, We will provide written notice 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 pro-rata refund based upon the same criteria as outlined above.

GUARANTY

This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Service Contract. Should We fail to pay any Claim or fail to replace the Device 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 Service Contract price, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

RENEWABILITY

If You wish to renew coverage under this Service Contract, please contact the Administrator prior to the expiration of Your current Term to initiate Our renewal process. *Renewability is determined at Our sole discretion and may not be available.*

TRANSFERABILITY

If You wish to transfer coverage under this Service Contract to a different owner, please contact the Administrator to initiate Our transfer process. *Transferability is determined at Our sole discretion and may not be available. The CANCELLATION provisions apply to the original purchaser of this Service Contract only.*

ENTIRE AGREEMENT

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your Contract Purchase Receipt and Device Purchase Receipt (if provided separately), 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.

SPECIAL STATE REQUIREMENTS

Regulation of service contracts may vary widely from state to state. Any provision within this Contract that 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 Service Contract was purchased in one of the following states and supersede any other provision within Your Service Contract terms and conditions to the contrary.

Alabama: **CANCELLATION** is amended to include: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. AMT Warranty Corp. is the Provider under this Service Contract.

Arizona: **WHAT IS NOT COVERED** - We shall not provide coverage only for those specifically listed items in the "WHAT IS NOT COVERED" section of this Service Contract. **WAITING PERIOD:** Thirty (30) days will be added to the term of your Service Contract.

California: **CANCELLATION** is amended as follows: This Service Contract may be cancelled by the Service Contract holder for any reason, including, but not limited to, the Device covered under this Service Contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Contract, and Your cancellation notice is received by the Administrator within thirty (30) days of the date You received the Service Contract, and You have made no Claims against the Service Contract, You will be refunded the full Service Contract price; or if Your Service Contract is cancelled by written notice after thirty (30) days from the date You received this Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any Claims paid. Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Service Contract Administrator and AMT Warranty Corp. (License No. SA-42) is the Obligor for this Service Contract.

Connecticut: In the event of a dispute with 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 Device and a copy of the warranty Service Contract. You may cancel Your Service Contract if the covered Device is sold, lost, stolen, or destroyed. **SERVICE CONTRACT HOLDER'S RESPONSIBILITY:** It is the responsibility of the Service Contract holder to follow the manufacturer's specifications for the use and care/maintenance of the covered Device.

Florida: This Service Contract is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. **CANCELLATION** is amended as follows: You may cancel Your Service Contract by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Contract is canceled by You, return of the premium shall be based upon ninety percent (90%) 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 Service Contract 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. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation.

Georgia: This Service Contract will be interpreted and enforced according to the laws of the state of Georgia. **CANCELLATION** is amended as follows: The Administrator may not cancel this Service Contract except for fraud, material misrepresentation, or nonpayment by You. **WAITING PERIOD:** Thirty (30) days will be added to the term of your Service Contract.

Illinois: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Service Contract.

Indiana: This service contract is not insurance and is not subject to Indiana insurance law. Your proof of payment to the Retailer for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. If We fail to perform or make payment due under the service contract within sixty (60) days after You request the performance or payment, You may request the performance or payment directly from the insurer that issued the provider's service contract reimbursement policy, including any applicable requirement under the service contract that the provider refund any part of the cost of the service contract upon cancellation of the service contract.

Nevada: **CANCELLATION** is amended as follows: The Provider of this Service Contract may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Contract 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. If the Provider cancels Your Service Contract You will be entitled to a pro-

rata refund of the unearned Service Contract fee, no administrative fee will be deducted. If Your Service Contract was financed, the outstanding balance will be deducted from any refund. In no event will Claims be deducted from any refund. **WAITING PERIOD: Coverage under this Contract begins after a thirty (30) day waiting period.**

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

New Mexico: The Provider of this Service Contract may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Contract for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

North Carolina: We may cancel this Service Contract only for non-payment of the purchase price of the Service Contract or a direct violation of the Service Contract by You.

Oklahoma: This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. The **CANCELLATION** section is deleted in its entirety and replaced with the following: If You cancel this service warranty Contract 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 service warranty Contract purchase price. If You cancel this service warranty Contract 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 ninety percent (90%) of the unearned pro-rata Provider fee less the actual cost of any service provided under the service warranty Contract. If We cancel this service warranty, 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 service warranty Contract.

Oregon: This Service Contract is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818 and You.

South Carolina: If You have any questions regarding this Service Contract, 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 Warrantech Consumer Product Services, Inc., Service Contract Administrator No. 187. If You have any questions regarding the regulation of the Service Contract 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. You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract.

Utah: The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-327-5818. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. We may only cancel this Service Contract for material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Contract for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. If We cancel this Service Contract for material misrepresentation of a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Washington: What is excluded from coverage is limited to that which is expressly stated under the **"What is Not Covered"** section of this Service Contract. **CANCELLATION** is amended to include: You may file a Claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048. The State of Washington is the jurisdiction for any civil action in connection with this Contract.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The **CANCELLATION** section is deleted in its entirety and replaced with the following: You may cancel this Service Contract at any time. 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 this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, 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. For a Service Contract canceled subsequent to the period stated in the preceding paragraph 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, less any Claims paid. If You request cancellation due to a total loss of Your Device 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. Unauthorized repairs may not be covered. The **GUARANTY** section is deleted and replaced as follows: Our obligations under this Service Contract are insured under a service contract reimbursement insurance policy. Should We fail to pay any Claim or fail to replace the Device covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract purchase price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract.

Visit www.MyProtectionPlan360.com or call 1-888-349-0192 to have a copy of these terms and conditions mailed to You.