TERMS AND CONDITIONS
Extended Service Plan ("Plan")

Plan Administrator ("Administrator"): SAFEWARE
5700 Perimeter Dr. Ste. E.
Dublin OH 43017
(800) 800-1492
www.safeware.com

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY: It describes the protection You will receive in return for payment by You. Please keep this document in a safe place along with the Declarations Page, Invoice or sales receipt You received when You purchased Your Product, as You may need these documents to verify Your coverage at the time of service. You must maintain the Product as recommended by the manufacturer’s owner’s manual or Product warranty. Refer to Your Declarations Page to determine the term of this Plan.

DEFINITIONS:
(1) “Obligor”, “We”, “Us”, and “Our” refers to the company obligated under this Plan: National Product Care Company in all states except; in Texas where it is National Product Care Company dba Texas National Product Care Company, Inc.; in Washington where it is ServicePlan, Inc; and in Arizona, Florida and Oklahoma where it is SERVICE SAVER, INCORPORATED (Florida license number 80173, Oklahoma license No. 861336). All are located at 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206.
(2) “You” and “Your” refer to the purchaser of the Product(s) covered by this Plan or to the person to whom this Plan was properly transferred;
(3) “Product” means the item(s) shown in the Declaration Page, which You purchased and which is covered by this Plan;
(4) “Failure” means the Failure of Your Product to perform its intended function due to mechanical or electrical breakdown resulting from defects in materials or workmanship during normal usage of Your Product;
(5) “Deductible” means the amount you are required to pay, as set forth in the section entitled “DEDUCTIBLE” below for covered repairs and replacements;
(6) “Administrator” and “SAFEWARE”, 5700 Perimeter Drive, Suite E, Dublin, OH 43017 (800) 800-1492, means Safeware, The Insurance Agency Inc., in all states except in Alabama, Arkansas, California, Georgia, Minnesota, Missouri, Montana, Nevada, New Mexico, Oregon, Texas, Utah, and Wyoming where it is Safeware Inc, except in Florida, Indiana, Kentucky, Maryland, New Jersey, New York, and Oklahoma where it is Safeware Group Inc., except in Arizona, New Hampshire, and Wisconsin where it is Safeware, except in Vermont where it is Safeware Group.
(7) “Plan” means the terms, conditions, limitations, exceptions and exclusions, including Your Product Declarations Page, Invoice or sales receipt.

PRODUCT ELIGIBILITY: This Plan covers Products purchased as new or factory-refurbished and manufactured for use in the United States, which at the time of purchase included a manufacturer’s original or factory-refurbished warranty valid in the United States, and providing minimum coverage of ninety (90) days parts and labor. If You ordered using Your Account number the Plan will cover commercial use. Accessories and/or add-on options purchased separately and not essential to the basic function of the Product are not eligible for coverage.

WHAT IS COVERED: We agree to repair or replace Your Product in the event Your Product is rendered inoperable due to a mechanical or electrical Failure during the term of this Plan, if the Product is not covered under any insurance, warranty, guarantee and/or Plan. Parts used to repair or replace Your Product may be new, used, refurbished, or non-original manufacturer parts that perform to the factory specifications of Your Product. This Plan does not cover repair or replacement of the Product for any of the causes, or provide coverage for any losses set forth in the section entitled “EXCLUSIONS FROM COVERAGE” below.

Replacement Plan: If you purchased a Replacement Plan, in the event of a covered claim, We will replace the Product with a new, rebuilt or refurbished Product of equal or similar features and functionality or, at Our sole discretion, reimburse You for the replacement of the Product. The Replacement Plan is limited to one replacement for products purchased for less than $500, excluding sales tax, and does not cover trip, labor or shipping charges. The replacement of Your Product will fulfill this Plan in its entirety and will discharge all further obligations under this Plan, where allowed by law. Replacement products will include a manufacturer’s warranty and You will have the opportunity to purchase a new Plan if the replacement product is eligible for coverage. If You purchased a “Premium Replacement” Plan
(as shown on Your Declaration Page or Invoice or sales receipt), We will continue to replace Your Product under a covered claim during the Term of the Plan. Neither the Replacement Plan nor “Premium Replacement” Plan are transferable.

**Repair Plan:** If you purchased a Repair Plan, in the event of a covered claim, we will furnish labor and/or parts required to repair the mechanical or electrical Failure of your Product. Non-original manufacturer’s parts of like kind and quality may be used if the original manufacturer’s parts are unavailable. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to replace Your Product with a Product of equal or similar features and functionality. If your Product is replaced, we will have no further obligation to repair or replace your Product and you will not be entitled to make any further claims under this Plan. If You purchased the “Premium Repair Plan” (as shown on Your Declaration Page or Invoice or sales receipt), coverage under this Plan will continue on the replaced product throughout the Term of the Plan. Technological advances may result in a replacement product with a lower selling price than Your original Product. No refunds will be made based on the replacement product cost difference. If the Product is not repairable and a replacement product is not available, we will refund up to the Product purchase price, excluding taxes and less claims paid, if any, and this Plan will be fulfilled and all obligations satisfied. Under the Repair Plan, should repair parts become unavailable because a manufacturer has gone out of business, if a manufacturer no longer provides Product support or all parts sources have been exhausted, the Obligor and the Administrator shall be excused from performance hereunder and you shall receive a full refund of the purchase price paid by you for the Plan. In no event shall the Obligor or Administrator be liable for any damages as a result of the unavailability of repair parts. You may be required to ship or deliver the defective Product prior to receiving reimbursement or a replacement product. The Administrator and Obligor own all parts removed from repaired products or complete units replaced in their entirety.

**ADDITIONAL COVERAGES:**

1. **Commercial Coverage:** 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). Under Commercial Coverage, we will furnish replacement parts and/or labor necessary to maintain your Product in proper operating condition.

2. **Accidental Damage from Handling Coverage (ADH Coverage):** If purchased, ADH Coverage augments Your Plan by providing protection against sudden and unforeseen accidental damage to Your Product, provided such damage was in the course of regular use of the Product by You, subject to the exclusions below. ADH Coverage does not provide protection against wear and tear, theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the Product, cosmetic damage and/or other damage that does not affect unit functionality, or damage caused during shipment between You and Our service providers. If protective items such as covers, carrying cases or pouches, etc. were provided or made available for use with Your Product, it is expected that You will continually use these accessories for protection against damage to Your Product. “Abuse” is defined as Your intentional non-utilization of protective items during the use of Your Product, or Your treatment of the Product(s) in a harmful, injurious or offensive manner that may result in its damage. Any resultant damage from this type of treatment is NOT covered by ADH Coverage. Not all Products are eligible for ADH coverage.

**ADDITIONAL BENEFITS TO YOUR PLAN:**

1. **POWER SURGE PROTECTION:** This Plan also covers the Failure of Your Product resulting from a power surge caused by lightning or power outage while Your Product is properly connected to a surge protector approved by the Underwriter’s Laboratory. **POWER SURGE DOES NOT COVER DAMAGES CAUSED BY IMPROPER INSTALLATION OR CONNECTION TO AN INCORRECT POWER SOURCE.**

2. **NO LEMON GUARANTEE:** If We have completed three (3) service repairs for the same problem on an individual component of Your Product, which first began after the manufacturer’s warranty period had expired (“Qualifying Service Repairs”), and if that Product component requires a fourth (4th) repair for the identical problem as determined by Us, We reserve the right to replace Your Product with one of like kind and quality, not to exceed the original Product purchase price excluding shipping, handling, and taxes. Once a Product is replaced, then this Plan is considered fulfilled and We shall have no further obligation to provide service under this Plan. (This limitation is not applicable if you purchased a Premium Replacement Plan.) Preventative maintenance checks, cleaning, Product diagnosis, customer education, accessory repairs/replacements, computer software related problems, and any unauthorized repairs done outside of the USA are not considered repairs for the purposes of this NO LEMON GUARANTEE. **Repair services performed while Your Product is under the manufacturer’s warranty are not considered Qualifying Service Repairs for purposes of the No Lemon Guarantee.**

**DEDUCTIBLE:** Is the amount stated on Your Declarations Page as the “Deductible”. The servicer will collect this amount prior to any service being performed.
PLACE OF SERVICE: At our discretion, for all Products that are deemed non-transportable by Us, We will arrange to repair or replace Your Product at Your location during normal business hours. For onsite or in-home service to be scheduled, You must provide the following: (1) accessibility to the Product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Product. In the event it is necessary to continue certain repair services at the repair center, You may be required to ship/transport the Product to the designated repair center; in such circumstances, the shipping/transportation charges will be covered by this Plan. Onsite and in-home service will be provided by the authorized service provider during regular business hours, local time, Monday through Friday, except holidays.

For all transportable Products, You must contact the Administrator for the appropriate authorized service center. Call the toll-free number at (800) 800-1492 between the hours of 8:00 AM and 6:00 PM eastern standard time or go online to www.safeware.com. All repairs must be authorized by the Administrator prior to performance of work. Claims on unauthorized repairs may be denied. You may be asked for a credit card number prior to service being performed. Many oversights, which are not covered under this Plan, can be due to simple circumstances such as the Product not being switched on, being unplugged, or a fuse blown at the junction box. For a Product that uses batteries as the prime power supply, check that the batteries do not need replacing or recharging. If You refuse service on a Product after We have dispatched the repair servicer to Your location, You will be billed for that servicer’s applicable trip charge.

LIMIT OF LIABILITY: The limit of liability under this Plan is the lesser of (1) the Product purchase price as shown on the Declaration Page, Invoice or sales receipt, (excluding sales tax and delivery costs) or (2) the cost of authorized repairs for the Product or (3) the replacement cost of the Product with a product with equal or similar features and functionality or (4) reimbursement for the cost of authorized repairs or replacement. Unless the Plan You purchased is a “Premium Replacement Plan” as noted on the Declarations Page of this Plan, Your Invoice or Your sales receipt, this Plan shall expire upon issuance of a replacement product, check, gift card or voucher. Unless the Plan You purchased is a “Premium Replacement Plan” or a “Premium Repair Plan” as noted on the Declarations Page of this Plan, Your Invoice or Your sales receipt, the total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Plan shall not exceed the purchase price of Your Product, less taxes. In the event We make payments for repairs, which in the aggregate, are equal to the Product purchase price or we replace your Product, we will have no further obligations under this Plan. Unless the Plan You purchased is a “Premium Replacement Plan” IN NO EVENT SHALL THE TOTAL OF ALL CLAIMS OR REPLACEMENTS EXCEED THE ORIGINAL PRICE PAID BY YOU FOR THE PRODUCT, LESS TAXES. If you purchased a Premium Replacement Plan (as noted on the Declarations Page of this Plan, Your Invoice or Your sales receipt): If the cost of a replacement required exceeds the Product Purchase Price (less taxes), we will reimburse You an amount equal to the original Product Purchase Price (less taxes); If You purchase an eligible replacement product, this Plan can continue on the Your eligible replacement product until the Expiration Date of this Plan if You contact us with information about the replacement product.

WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE. WE SHALL NOT BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN, INCLUDING INHERENT PRODUCT FLAWS.

SERVICE COSTS, TRIP CHARGES, FAILURE CHARGES, INSPECTION FEES, DIAGNOSTIC FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS PLAN ARE YOUR RESPONSIBILITY.

PLAN TERMS:

1. Power Surge and ADH coverage is DOP coverage. A DOP Plan begins on the date of Product purchase or date of installation by the selling retailer (proof of installation date will be required if different from Product purchase date) and continues for the period of time defined on Your Declarations Page. This Plan is inclusive of the manufacturer’s warranty; it does not replace the manufacturer’s warranty but may provide certain benefits during the term of the manufacturer’s warranty. Actual service coverage under this Plan begins upon expiration of the shortest portion of the manufacturer’s original or factory-refurbished parts and/or labor warranty. During the manufacturer’s warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. After each portion or all of the manufacturer’s warranty expires, this Plan will furnish replacement parts and/or labor necessary to restore Your Product to standard manufacturer’s operating condition.

2. All coverage that is not Power surge or ADH coverage begins upon expiration of the shortest portion of the original manufacturer’s warranty. If for example, the manufacturer provides a split warranty coverage program where the term durations are unequal for parts and labor (e.g., three months of labor and twelve months of parts coverage), and you have purchased a 12 month (365 days) extended Plan, this Plan shall commence on day 91 when the shortest portion of the
manufacturer’s warranty ends and will provide labor coverage through day 455. Both parts and labor coverage under this Plan shall expire at the end of day 455. During the manufacturer’s warranty period, the product manufacturer has primary responsibility for the repair or replacement of your Product from a covered Failure, unless you are eligible for coverage under the “ADDITIONAL COVERAGES” and “ADDITIONAL BENEFITS TO YOUR PLAN” sections, which begin on the date this Plan was purchased by you. This Plan shall remain in effect, subject to the Limit of Liability defined above, for the term specified on the Declaration Page. All Products and/or parts replaced under this Plan become our property in their entirety.

Unless You have selected the Premium Replacement or Premium Repair Plan, the coverage under this Plan will end as to each Product (if more than one is listed on the Declarations Page or in Your Invoice or sales receipt) on the first of the following to occur: 1) A replacement of Your Product has been made; or 2) the total value of the service provided equals or exceeds the Product purchase price of the serviced Product; or 3) the Expiration date shown on Your Declarations Page; or 4) the time period for the Term of the Plan has expired. Coverage for the Premium Replacement or Premium Repair Plan will end on the first of the following to occur: the Expiration date shown on Your Declarations Page or the time period for the Term of the Plan has expired.

**IF YOUR PRODUCT NEEDS REPAIR:** If You need to file a claim under this Plan, You must contact the Administrator for the appropriate authorized service center. Call the toll-free number at (800) 800-1492 between the hours of 8:00 AM and 6:00 PM eastern standard time or go online to www.safeware.com. For faster service, please have Your proof of Plan purchase (Your Declarations Page, Your Invoice or Your sales receipt) available when You contact the Administrator. **THIS PLAN MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS.** When You receive authorization for repairs, the service representative will advise You of the designated service center. A copy of the proof of Plan purchase (Your Declarations Page, Your Invoice or Your sales receipt), and a brief written description of the problem must accompany Your Product. We will not be liable for freight charges or damage due to improper packaging. Do not return Your Product to Your retailer unless so instructed by the Administrator. If Your Plan expires during the time of an approved repair or replacement, this Plan is extended until the repair or replacement has been completed.

**WHAT IS NOT COVERED:**

- **A** ANY EQUIPMENT LOCATED OUTSIDE THE UNITED STATES OF AMERICA;
- **B** PREEXISTING CONDITIONS INCURRED OR KNOWN TO YOU (PRE-EXISTING MEANS A CONDITION THAT WITHIN ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY RELATES TO THE MECHANICAL FITNESS OF YOUR COVERED PRODUCT PRIOR TO PLAN ISSUANCE);
- **C** IMPROPER PACKAGING AND/OR TRANSPORTATION DAMAGE DURING SHIPMENT TO A SERVICE CENTER OR RELOCATION OF THE COVERED PRODUCT;
- **D** INSTALLATION, REMOVAL, REINSTALLATION OR IMPROPER INSTALLATION OF COMPONENTS, UPGRADES, ATTACHMENTS OR PERIPHERALS;
- **E** DAMAGE OR FAILURE CAUSED BY RIOT, NUCLEAR RADIATION, WAR OR HOSTILE ACTION, RADIOACTIVE CONTAMINATION, ETC.;
- **F** DAMAGE FROM FREEZING OR OVERHEATING;
- **G** INADEQUATE PLUMBING, ELECTRICAL OR GAS SERVICE;
- **H** INTERRUPTION OF GAS, ELECTRICAL OR REPAIR TO ANY COMPONENTS WITHIN THE PRODUCT NOT ORIGINALLY COVERED BY THE MANUFACTURER’S WARRANTY OR ARE CONSIDERED EXPENDABLE OR CONSUMER REPLACEABLE ITEMS SUCH AS, BUT NOT LIMITED TO, LAMPS, BULBS, AIR, FUEL, OIL OR WATER FILTERS, LINT SCREENS, TUBES, HOSES, BLADES, NEEDLES, BAGS, BATTERIES, OIL, ACCESSORY CABLES, SEATS, FUEL OF ANY KIND, LP TANKS, GRATES, LAVA ROCKS, BRIQUETTES, SPARK PLUGS, TIRES, WHEELS, CARBURETOR, BRAKES TUBES, HOSES, DRILLS BITS, BRUSHES, GRINDER PADS, DISKS, SANDPAPER, STAPLES; TRIMMER HEADS, MOWER BLADES, FAN BELTS, DRIVE BELTS, SPARK PLUGS, CORDS, WIRING, CABLES, FUSES, KEYPADS, SWITCHES, CONNECTORS, BATTERIES, TONER, RIBBONS, BELTS, DRUMS, DEVELOPER, INK OR INK CARTRIDGES OR ANY OTHER PARTS OR MATERIALS WHICH ARE DESIGNED TO BE CONSUMED DURING THE LIFE OF THE COVERED PRODUCT;
- **I** COST OF REMOVAL OR DISPOSAL OF THIS PRODUCT IN ORDER TO COMPLY WITH EPA DISPOSAL REQUIREMENTS;
- **J** COST OF PREVENTATIVE MAINTENANCE, CLEANING, ALIGNMENTS, SEIZED OR DAMAGED PARTS OR OTHER SERVICE RESULTING FROM FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS OR COOLANTS, USING CONTAMINATED, STALE OR IMPROPER FUEL;
- **K** LIABILITY OR DAMAGE TO PROPERTY, OR INJURY, OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED PRODUCT;
- **L** ANY SERVICE EVENTS NOT REPORTED DURING THE TERM OF THE PLAN;
- **M** INFIDELITY OR DISHONESTY BY YOU OR ANY OF YOUR EMPLOYEES.

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS PLAN DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO YOUR COVERED PRODUCT.
IF YOUR COVERED PRODUCT EXPERIENCES A FAILURE OR DAMAGE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION OR IN THE EVENT OF A REPAIR INCIDENT WHEREIN THERE IS A “NO PROBLEM FOUND” DIAGNOSIS FROM THE MANUFACTURER OR A MANUFACTURER-AUTHORIZED REPAIR SOURCE, THEN YOU ARE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS AND/OR THE COST OF ON-SITE SERVICE.

SHOULD THE MANUFACTURER OF YOUR PRODUCT GO OUT OF BUSINESS OR THE MANUFACTURER NO LONGER PROVIDE PRODUCT SUPPORT AND ALL PARTS SOURCES HAVE BEEN EXHAUSTED DURING THE COVERAGE PERIOD OF THIS PLAN, THE OBLIGOR AND THE ADMINISTRATOR SHALL BE EXCUSED FROM PERFORMANCE HEREUNDER AND YOU SHALL RECEIVE A FULL REFUND OF THE PLAN PURCHASE PRICE PAID BY YOU LESS CLAIMS PAID.

IN NO EVENT SHALL THE COMPANY OR ANY OF THE COMPANY’S AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS CONTRACT WILL NOT COVER LOSS OR DAMAGE NOT SPECIFICALLY LISTED UNDER “WHAT IS COVERED”.

OUR RIGHT TO RECOVER PAYMENT: If You have a right to recover against another party for anything We have paid under the Plan, 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. We will not pay for a Product repair or replacement if You impair these rights to recover.

CANCELLATION: You, as the original purchaser of this Plan, may cancel this Plan for any reason at any time by informing the selling dealer/retailer of Your cancellation request within thirty (30) days of the purchase of the Plan and You will receive a one-hundred percent (100%) refund of the full purchase price of the Plan. If You cancel after thirty (30) days of receipt of Your Plan, You will receive a pro-rata refund of the purchase price of the Plan paid based on the time remaining on Your Plan. No fees or past claims will be deducted from the refund, and the refund will be sent to You within thirty (30) business days from the cancellation request. If You do not receive a full refund or credit within thirty (30) days, a ten percent (10%) penalty per month shall be applied to the refund. We may not cancel this Plan except for fraud, material misrepresentation or non-payment by You, or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel, You will receive a pro-rata refund on funds paid based on the time remaining on Your Plan.

TRANSFERABILITY: The Replacement Plan is not transferable. The Repair Plan is transferable by the original purchaser for the balance of the original extended protection period. If You transfer ownership of Your Product, this Plan may be transferred by sending to the Administrator within 10 days of the transfer, at the address above, a copy of this Plan’s Declarations Page, Invoice or sales receipt, along with the name, address, and phone number of the new owner, the date of new ownership, and a $10.00 transfer fee. The manufacturer’s warranty may not be transferrable. This Plan does not replace the manufacturer’s warranty and provides no coverage therein, except as noted above.

ARBITRATION: This Plan requires binding arbitration if there is an unresolved dispute between You and Us concerning this Plan (including the cost of, lack of or actual repair or replacement arising from a Failure). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Plan by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the Failure occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Plan. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Plan and all transactions contemplated by this Plan, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Plan.

ENTIRE PLAN: This is not a contract of insurance. This is the entire Plan between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items except as required by law. The seller of the Plan is not a party to this Plan. Except in Washington state, the Obligor under this Plan is insured by a reimbursement insurance policy issued by Virginia Surety
Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206. If a claim is not paid within sixty (60) days of submitting the claim or if the Obligor becomes insolvent or otherwise financially impaired, the claim can be submitted to the insurer at Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206 in Washington, the obligations of the Obligor are backed by the full faith and credit of the Obligor.

TO RENEW THIS PLAN: To renew your coverage; please call 1-800-800-1492 on or before the expiration date of this Plan. Renewal prices will reflect the age of your Product, current service costs, and repair experience of the product model. Renewal prices will be available from the Administrator upon request at the time of renewal. Note: not all products are eligible for renewal.

IMPORTANT CONSUMER INFORMATION: If Your Product is exchanged by the manufacturer or retailer, You must advise the Administrator in writing at 5700 Perimeter Dr. Ste. E. Dublin OH 43017 Attn: Administrator or call 1-800-800-1492 with the date of exchange, make, model, and serial number of the replacement Product within 10 days of the exchange. No exchange will change the terms of this Plan.

TERRITORIES: This Plan territory is limited to the United States of America, including the District of Columbia, only. It does not include any Canadian or U.S. Territories such as but not limited to: Guam, Puerto Rico, or U.S. Virgin Islands.

STATE DISCLOSURES Regulation of Plans may vary widely from state to state. Any provision within this 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 Plan was purchased in one of the following states and supersede any other provision within Your Plan terms and conditions to the contrary.

1. In Arizona: The following statement is added to Section “ARBITRATION”: “Arbitration does not preclude the Arizona consumer’s right to file a complaint with the Arizona Department of Insurance, Consumer Affairs Division 800-325-2548”.

2. In Arkansas: The following statement is added to Section “ENTIRE PLAN”: “A claim submitted to the insurer may include a claim of the unearned premium in the event of a cancellation”. The following is added to this Plan: “This Plan does not exclude pre-existing conditions”.

3. In California: The following statement is added to Section “ARBITRATION”: “This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highlands, California, 95660, or You may visit their website at www.bear.ca.gov”.

4. In Connecticut: The following statement is added to Section “PLAN TERMS”: “In the event Your Product is being serviced by an Administrator when this Plan expires, the term of this Plan will be extended until covered repair has been completed”. The following statement is added to Section “ARBITRATION”: “The State of Connecticut has established an arbitration process to settle disputes arising from service Plans. If You purchased this Plan in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Plan. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Product, the cost of repair and a copy of this Plan”. The following statement is added to section “CANCELLATION” of this Plan: “You may cancel this Plan if You return the Product, or if the Product is sold, lost, stolen or destroyed”.

5. In Florida: The purchase price paid for this Plan is not subject to regulation by the Florida Office of Insurance Regulation. Section “ARBITRATION” is removed.

6. In Georgia: Section “ARBITRATION” is removed. The following is added to this Plan: “This Plan does not exclude pre-existing conditions known to You. The following language is removed from Section “CANCELLATION”: “or if required to do so by a regulatory authority”. The statement “THIS PLAN MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS” is amended to “Coverage under this plan may be denied if You make unauthorized repairs.” The last paragraph of the WHAT IS NOT COVERED section is deleted and replaced with the following, “Should the manufacturer of Your Product go out of business or the manufacturer no longer provide product support and all parts sources have been exhausted during the coverage period of this plan, the obligor and the administrator shall be excused from performance hereunder and You shall receive a full refund of the plan purchase price paid by You. Should a discrepancy arise between the English and Spanish versions in the interpretation of a given issue, the English version shall take precedence in all matters.

7. In Michigan: The following statement is added to Section “PLAN TERMS”: “If performance under this Plan is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Plan shall be extended for the period of the strike or work stoppage”.

8. Missouri: The following statement is added to Section “ENTIRE PLAN”: “A claim submitted to the insurer may include a claim of the unearned premium in the event of a cancellation”.

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9. **In Nevada**: You are not required to pay a deductible to receive covered repairs and replacements service. Section “ARBITRATION” is removed.

10. **In New Hampshire**: The following statement is added to Section “ENTIRE PLAN”: “In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, New Hampshire, 03021, (603) 271-2261”.

11. **In New Mexico**: Section “CANCELLATION” is deleted and replaced with: You, as the original purchaser of this Plan, may cancel this Plan for any reason at any time by informing the selling dealer/retailer of Your cancellation request within thirty (30) days of the purchase of the Plan and You will receive a one-hundred percent (100%) refund of the full purchase price of the Plan. If You cancel after thirty (30) days of receipt of Your Plan, You will receive a pro-rata refund of the purchase price of the Plan paid based on the time remaining on Your Plan. No fees or past claims will be deducted from the refund, and the refund will be sent to You within thirty (30) business days from the cancellation request. If You do not receive a full refund or credit within thirty (30) days, a ten percent (10%) penalty for each 30 day period or portion thereof shall be applied to a refund. If this Plan has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Plan; 3) You engage in fraud or material misrepresentation in obtaining this Plan; or 4) You commit any act, omission, or violation of any of the terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan.

12. **In North Carolina**: The following statement is added to Section “ENTIRE PLAN”: “You understand that the purchase of this Plan is not required to purchase or to obtain financing for the Product”. Section “CANCELLATION” is amended as follows: “We may not cancel this Plan except for fraud, material misrepresentation or non-payment by You, or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel, You will receive a pro-rata refund on funds paid based on the time remaining on Your Plan.” Is deleted and replaced with We may not cancel this Plan except for non-payment by You or for violation of any of the terms and conditions of the Plan.

13. **In Oregon**: Section “ARBITRATION” is removed.

14. **In Oklahoma**: The following statement is added to Section “CANCELLATION”: “In the event the Plan is canceled by You, return of the Plan Retail Charge paid shall be based upon ninety percent (90%) of the unearned pro rata Plan Retail Charge paid less the actual cost of any service provided under this Plan. In the event the Plan is canceled by the association, return of Plan Retail Charge paid shall be based upon one hundred percent (100%) of unearned pro rata Plan Retail Charge paid less the actual cost of any service provided under this Plan”. The following statement is removed from Section “ARBITRATION”: “The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Plan and all transactions contemplated by this Plan, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Plan”. The following statement is added to Section “ENTIRE PLAN”: “NOTICE: This service warranty is not issued by the manufacturer or wholesale company marketing the Product. This service warranty will not be honored by such manufacturer or wholesale company. a) Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association.; b) Obligations of the Obligor under this service warranty are insured by a service Plan reimbursement policy with Virginia Surety Company, Inc. 175 West Jackson Blvd. 11th Floor, Chicago, IL 60604(800) 209-6206; c) Oklahoma service warranty Statutes do not apply to commercial use references in service warranty contract”.

15. **In South Carolina**: The following statement is added to Section “ENTIRE PLAN”: “If You purchased this Plan in South Carolina, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number (803) 737-6180”.

16. **In Texas**: The following statement is added to Section “CANCELLATION”: “If You cancel Your Plan within thirty (30) days of receipt of Your Plan, Your Plan will be voided. If Your Plan is voided and You do not receive a refund or credit within thirty (30) days of receipt of the returned service Plan, You may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604”. The following statement is added to Section “ENTIRE PLAN”: “If You purchased this Plan in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. The Service Contract Administrator license number for Safeware Inc is 605”.

17. **In Utah**: Section “ARBITRATION” is deleted in its entirety and replaced with the following: “Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rules of The American Arbitration Association or other recognized arbitrator, a copy of which is available on request from Us. Any decision reached by arbitration shall be binding upon both You and Us. The arbitration award may include attorney’s fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Plan and all transactions contemplated by this Plan, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Plan”. Section “CANCELLATION” is amended as follows: “We
can cancel this Plan during the first (60) sixty days of the initial annual term by mailing You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Plan during such time period for non-payment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Plan by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for cancellations due to non-payment of premium, and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Plan, (c) substantial breaches of contractual duties, conditions or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Plan number, (2) the date of notice, (3) the effective date of cancellation, and (4) a detailed explanation of the reason for cancellation”. The following statement is added to Section “ENTIRE PLAN”：“Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Plan does not invalidate or reduce a claim. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department”.  

18. In Washington: "ENTIRE PLAN" Section is deleted in its entirety and replaced with the following: “In Washington this is not a contract of insurance. This is the entire Plan between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items. The Selling Retailer is not a party to this Plan. The Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor.” The following statement is added to "ARBITRATION" Section: “In Washington any binding arbitration will be held at a location closest to Your permanent residence”.

19. In Wisconsin: Any mention of the term “Obligor” in this Plan is deleted and replaced with the term “Provider”. The following statement is added to Section “OUR RIGHT TO RECOVER PAYMENT”: “The Plan holder will be made whole before We may retain any amount We may recover”. The following statement is added to Section “ARBITRATION”: “No mandatory arbitration is allowed. Both parties must agree to participate. If one party disagrees to participate, the arbitration provision becomes null and void”. The following statement is added to Section “ENTIRE PLAN”：“THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible and within one (1) year after the time required by this Plan. Failure to furnish such notice or proof within the time required by this Plan does not invalidate or reduce a claim”.

20. In Wyoming: The following statement is added to Section “ARBITRATION”: “Arbitration can only be final and binding if agreed to by the parties involved, and in a separate written agreement”.

These terms & conditions are available by calling (800) 800-1492 to have a copy mailed to You.