



## SERVICE CONTRACT Terms & Conditions

**CONSUMER RIGHTS: FOR CONSUMERS IN TERRITORIES THAT HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THIS SERVICE CONTRACT ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. NOTHING IN THIS SERVICE CONTRACT SHALL PREJUDICE CONSUMER RIGHTS GRANTED BY APPLICABLE MANDATORY LAWS, INCLUDING CONSUMER'S RIGHT TO THE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE BY US OF ANY OF OUR CONTRACTUAL OBLIGATIONS.**

**CONGRATULATIONS!** Thank You for Your recent purchase of "PerformanceGuard Protection Plan (for Hardware)". Please keep this important terms and conditions document ("**Service Contract**", "**Contract**"), and Contract Purchase Receipt together in a safe place, as these will be needed at time of a Claim. The information contained in this Contract document is intended to serve as a valuable reference guide to help You determine and understand WHAT IS COVERED under Your Contract. For any questions regarding the information contained in this Contract document, or Your Coverage in general, please contact the Administrator toll-free at 1-888-270-8432.

### DEFINITIONS

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

- "ADH", "ADP":** accidental damage from handling; such as damage resulting from dropping the covered Product, liquid spillage, or in association with screen breakage.
- "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).
- "Breakdown":** the mechanical and/or electrical failure of Your Product to perform its intended function, including defects in materials or workmanship or ADH; occurring during normal use of the Product.
- "Claim":** a demand for payment in accordance with this Contract sent by You.
- "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.
- "Deductible":** the amount You are required to pay, per Claim, for services covered under this Contract (if any).
- "Original Purchase Price":** the amount paid by You for the covered Product(s); excluding any applicable taxes and/or fees, as indicated on Your Contract Purchase Receipt.
- "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.
- "Product(s)":** the item(s) that You originally purchased, or a Replacement item provided by Us, that is to be covered under this Contract.
- "Repairs":** the actions We take to mend, remedy, and/or restore Your Product to a sound functioning state following a covered Breakdown. Parts used to Repair the Product may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the original Product.
- "Replace" or "Replacement(s)":** after collection of any required Deductible, We will provide labor and/or parts to Repair the Product, or, at Our sole discretion, a Replacement or reimbursement of the originally covered Product if the Product cannot be repaired. We reserve the right to Replace Your defective Product with a new, rebuilt or refurbished item of equal or similar features and functionality (see "LIMIT OF LIABILITY" under Your Plan).
- "Retailer":** the seller that has been authorized by Us to sell this Contract to You.
- "Term":** the period of time in which the provisions of this Contract are valid.
- "We", "Us", "Our", "Provider", "Obligor":** the party or parties obligated to provide service under this Service Contract as the service contract provider, Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21st Fl., Cleveland, OH 44114, (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).
- "You", "Your":** the purchaser/owner of the Product(s) covered by this Contract.

### CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

- Coverage for damages to Your Product resulting from Power Surge or ADH/ADP** begins upon Product purchase date and continues for the Term shown on Your Contract Purchase Receipt.
- Coverage for a Breakdown** 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.

### TERRITORY

THIS SERVICE CONTRACT IS VALID AND ELIGIBLE FOR PURCHASE IN THE FOLLOWING JURISDICTIONS ONLY: the continental United States of America, plus Alaska and Hawaii. (NOTICE: all outlying U.S. territories, including but not limited to Puerto Rico, and all Canadian provinces/territories are expressly EXCLUDED.)

### PRODUCT ELIGIBILITY

In order to be eligible for Coverage (defined below) 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 contract providing the same benefits as outlined herein.

### WHAT IS COVERED – GENERAL

During the SERVICE CONTRACT TERM described above, in the event of a covered Claim this Contract provides for: (1) the labor and/or parts required to Repair Your original covered Product, (2) at Our sole discretion, a Replacement of the original covered Product if the Product cannot be Repaired, or (3) at Our sole discretion, reimbursing You for the costs towards the purchase of a replacement product in an amount not to exceed the lesser of Your Original Purchase Price or the manufacturer's suggested retail price, less any Covered Repairs paid where permitted by law. ("**Coverage**").

Coverage described in this Contract does 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. We will Repair or Replace Your Product pursuant to the provisions of this Contract. If We decide to Replace Your Product, technological advances may result in a Replacement with a lower selling price than the previous covered Product, and no reimbursement based on any Replacement item cost difference will be provided. Any parts or units Replaced under this Contract become Our property in their entirety. *When a Replacement or reimbursement is applicable and provided in lieu*

of Repair, any accessories, attachments and/or peripherals that are integrated with the Product, but that were not provided and included by the manufacturer in the packaging and with the original sale of the covered Product, will NOT be included with such Replacement.

## COVERAGE PLAN

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

### 1. LAPTOP/DESKTOP PLAN:

**BREAKDOWN COVERAGE ONLY PLUS ADH for an Eligible Laptop or Desktop Computer Product** – If this plan has been purchased for an eligible laptop or desktop computer Product (as indicated on Your Contract Purchase Receipt; Your “Plan”), Coverage includes that which is described in the “WHAT IS COVERED – GENERAL” section above plus ADH Coverage.

**DEDUCTIBLE:** Under this Plan, You are required to pay a \$99 Deductible per covered Laptop Claim or \$49 Deductible per covered Desktop Claim at the time services are authorized by the Administrator.

**LIMIT OF LIABILITY:** During Your Plan Term, the maximum aggregate amount that We are obligated to pay in connection with all Claims under this Plan is: (a) unlimited Repairs up to the amount equal to the Original Purchase Price, (b) one (1) Replacement; whichever occurs first. In the event of a Replacement, the value of such shall not exceed the current fair market value of the Product based upon Product age (as determined by Us), or (c) at Our sole discretion, reimbursing You for the costs towards the purchase of a replacement product in an amount not to exceed the lesser of Your Original Purchase Price or the manufacturer’s suggested retail price, less any Covered Repairs paid, if applicable. In no event shall the total amount We pay under this Plan, including Covered Repairs, Replacement or reimbursement, exceed the Original Purchase Price. *Once this limit has been reached, Our obligations will be considered fulfilled and Coverage under this Plan ends.*

**NOTICE – ABOUT REPLACEMENT UNDER THE “LAPTOP/DESKTOP PLAN”:** Determination of whether a defective Product will be Repaired, Replaced or reimbursed is at Our discretion. **NOTE:** If Your Product cannot be Repaired, then We will issue a Replacement or reimbursement, if applicable, We may provide advanced exchange service. If We provide advanced exchange service, after You provide payment for Your required Deductible (as confirmed above) via credit card, the Replacement Product will be delivered to You in advance of Our receipt of the defective Product. **IN EXCHANGE, THE DEFECTIVE PRODUCT MUST BE RETURNED TO US WITHIN TEN (10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT.** If the defective Product is not returned to Us within ten (10) calendar days of confirmed delivery receipt of the Replacement Product, You will be assessed a non-returned device fee equal to the MSRP of the Replacement Product; which will be charged to Your credit card on file. **WE RESERVE THE RIGHT TO REPLACE A DEFECTIVE PRODUCT WITH A NEW, REBUILT OR REFURBISHED ITEM OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY, WHICH MAY NOT BE THE SAME MODEL OR COLOR AS THE PREVIOUS COVERED PRODUCT.**

### 2. TABLET PLAN:

**BREAKDOWN COVERAGE PLUS ADH for an Eligible Tablet Product** – If this plan has been purchased for an eligible tablet Product (as indicated on Your Contract Purchase Receipt; Your “Plan”), Coverage includes that which is described in the “WHAT IS COVERED – GENERAL” section above plus ADH Coverage.

**DEDUCTIBLE:** Under this Plan, You are required to pay a \$99 Deductible per covered Claim at the time services are authorized by the Administrator.

**LIMIT OF LIABILITY:** During Your Plan Term, the maximum aggregate amount that We are obligated to pay in connection with all Claims under this Plan is: (a) unlimited Repairs up to the amount equal to the Original Purchase Price, (b) one (1) Replacement; whichever occurs first. In the event of a Replacement, the value of such shall not exceed the current fair market value of the Product based upon Product age (as determined by Us), or (c) at Our sole discretion, reimbursing You for the costs towards the purchase of a replacement product in an amount not to exceed the lesser of Your Original Purchase Price or the manufacturer’s suggested retail price, less any Covered Repairs paid, if applicable. In no event shall the total amount We pay under this Plan, including Covered Repairs, Replacement or reimbursement, exceed the Original Purchase Price. *Once this limit has been reached, Our obligations will be considered fulfilled and Coverage under this Plan ends.*

**NOTICE – ABOUT REPLACEMENT UNDER THE “TABLET PLAN”:** Determination of whether a defective Product will be Repaired or Replaced is at Our discretion. **NOTE:** If Your Product cannot be Repaired, then We will issue a Replacement, We may provide advanced exchange service. If We provide advanced exchange service, after You provide payment for Your required Deductible (as confirmed above) via credit card, the Replacement Product will be delivered to You in advance of Our receipt of the defective Product. **IN EXCHANGE, THE DEFECTIVE PRODUCT MUST BE RETURNED TO US WITHIN TEN (10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT.** If the defective Product is not returned to Us within ten (10) calendar days of confirmed delivery receipt of the Replacement Product, You will be assessed a non-returned device fee equal to the MSRP of the Replacement Product; which will be charged to Your credit card on file. **WE RESERVE THE RIGHT TO REPLACE A DEFECTIVE PRODUCT WITH A NEW, REBUILT OR REFURBISHED ITEM OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY, WHICH MAY NOT BE THE SAME MODEL OR COLOR AS THE PREVIOUS COVERED PRODUCT.**

### ADDITIONAL BENEFIT INCLUDED IN THIS SERVICE CONTRACT – NO LEMON GUARANTEE

This Contract also provides a “NO LEMON GUARANTEE”. During the Term, if Your Product has three (3) Repairs covered under Your Contract for the same problem and a fourth (4<sup>th</sup>) Repair is required for the same problem and considered covered under Your Contract (“Qualifying Service Repairs”), We will Replace Your Product with one of like kind and quality, but not necessarily same brand, or, at Our sole discretion, provide You with reimbursement equal to the fair market value of the Product as determined by Us based upon the age of the Product and subject to the “LIMIT OF LIABILITY” section. Any Repair services performed while Your Product is under its manufacturer’s warranty period or in relation to accidental damage from handling (if purchased/applicable) are not considered to be Qualifying Service Repairs under this benefit.

### PLACE OF SERVICE

For covered Claims, this Contract provides pre-paid shipping of covered Repair(s) and/or Replacement, as applicable, to Your registered location on file.

### LIMIT OF LIABILITY

In addition to that which is noted in the “COVERAGE PLAN” section as applicable to “Your Plan”, neither We 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 Breakdown of any Product or equipment, from delays in service or the inability to render service, or resulting from the unavailability of Repair parts/components. Neither We nor the Retailer shall be liable for any and all Pre-Existing Conditions (defined below) known to You, including any inherent Product flaws.

### WHAT IS NOT COVERED – EXCLUSIONS

#### THIS CONTRACT DOES NOT COVER ANY CLAIM IN CONNECTION WITH OR RESULTING FROM:

- (a) Pre-Existing Conditions incurred or known to You (“Pre-Existing Conditions” refers to a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of Your Product before this Contract was purchased);
- (b) Improper packaging and/or transportation by You or Your representative resulting in damage to the Product while it is in transit, including improperly securing the Product during transportation;
- (c) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorized by Us;
- (d) Damage from freezing or overheating;
- (e) Normal wear and tear;
- (f) The intentional or negligent treatment of the Product in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure;

- (g) Viruses, vandalism, loss, theft, or malicious mischief or disappearance;
- (h) Rust, corrosion, warping, bending;
- (i) Animals (including pets), animal inhabitation or insect infestation;
- (j) Fortuitous events; including, but not limited to: riot, nuclear radiation, war / hostile action or radioactive contamination, 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;
- (k) Lack of performing the manufacturer's recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer's specifications or instructions;
- (l) Improper use of electricity and power fluctuations;
- (m) Merchandise that is subject to a manufacturer's recall, warranty or rework to repair design or component deficiencies, improper construction, manufacturer error; regardless of the manufacturer's ability to pay for such repairs;
- (n) Merchandise that has removed or altered serial numbers;
- (o) Any consequential damages or delay in rendering service under this Service Contract, or loss of use or data during the period of time in which the Product is at an authorized servicer or otherwise awaiting parts as authorized by Us;
- (p) Non-Breakdown problems; including but not limited to: imperfections, noises, squeaks or Cosmetic Damage ("*Cosmetic Damage*" refers to damages or changes to the physical appearance of the Product that does not impede or hinder the Product's normal operational function; such as scratches, abrasions, or changes in color, texture, or finish);
- (q) Normal periodic or preventive maintenance, user education or set up adjustments;
- (r) Any service of the Product that is covered by a warranty, other service contract, or insurance;
- (s) Accessories (such as headphones), and peripherals (such as a detachable / wireless keyboard or a computer mouse), or attachments that are essential to the basic function of the Product, but not provided and included by the manufacturer in the packaging and with the original sale of the Product;
- (t) Any motorized or power-operated ground and aerial vehicles, including, but not limited to drones and radio controlled devices;
- (u) Screen / monitor imperfections; including but not limited to: burned-in images in LCD, LED or plasma screens caused by video games, prolonged display of one or more video signals; or cracked screens (except as may otherwise be covered as specified under Your Plan.
- (v) Cost of lost components not covered by the Product's original manufacturer's warranty, or any non-operating / non-power-driven part; including but not limited to: plastic parts or other parts such as accessory cables, batteries (except as may be otherwise stated in this Contract), connectors, cords, fuses, keypads, plastic body or molding, switches and wiring; or Coverage that would violate any U.S. economic or trade sanctions;
- (w) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; or
- (x) Any services performed outside of the United States of America, its territories, or Canada.

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS CONTRACT DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM YOUR COVERED PRODUCT, AND WE ARE UNABLE TO TRANSFER SUCH TO ANY REPLACEMENT DEVICE THAT MAY BE PROVIDED TO YOU. IN NO EVENT WILL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM ANY PRODUCT.

IF YOUR PRODUCT EXPERIENCES AN OCCURRENCE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION, OR IN THE EVENT OF A SERVICE INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM OUR AUTHORIZED SERVICER, THEN YOU ARE RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE; INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

#### HOW TO FILE A CLAIM

**IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE DAMAGE OR BREAKDOWN TO YOUR PRODUCT IS COVERED UNDER THE SERVICE CONTRACT. In order for a Claim to be considered, You must contact the Administrator first for Claim approval and authorization number. THIS CONTRACT MAY NOT PROVIDE ANY COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS.**

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

1. Go online to [www.MyProtectionPlan360.com/performanceguard](http://www.MyProtectionPlan360.com/performanceguard), or call toll-free 1-888-270-8432 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.

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.

#### RENEWABILITY

After Your Term expires, We may offer You the option to renew Your Coverage. If We offer to renew Your Coverage, the renewal price quoted will reflect the age of Your Product and the prevailing Product Replacement cost at the time of the renewal.

#### TRANSFERABILITY

Coverage under this Contract may be transferred by You to another individual residing in the United States by contacting the Administrator toll-free at 1-888-270-8432.

#### GUARANTY

This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Contract. Should We fail to pay any Claim or fail to Replace the Product covered under this Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Contract and We fail to refund any unearned portion of the 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.

#### CANCELLATION

**You may cancel this Service Contract at any time by informing Us of the cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Service Contract only. NO CANCELLATION FEES APPLY.**

#### **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 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. 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.
2. 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 Georgia, Missouri & Nevada where Claims deduction is prohibited). 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.

#### **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.

#### **COMPLAINTS PROCEDURE**

It is always the intention to provide You with a first class service. However, if You are not happy with the service please notify one of Our representatives as outlined on Your Contract Purchase Receipt.

We will reply within five (5) working days from when We receive Your complaint. If it is not possible to give You a full reply within this time (for example, because a detailed investigation is required), We will give You an interim response telling You what is being done to deal with Your complaint, when You can expect a full reply and from whom. In most cases Your complaint will be resolved within four (4) weeks.

#### **PRIVACY AND DATA PROTECTION**

You agree that any information or data disclosed to Us under this Contract is not confidential. Furthermore, You agree that We may collect and process data on Your behalf when We provide the services contemplated under this Contract. This may include transferring Your data to affiliated companies or third party service providers in accordance with Our Customer Privacy Policy. Except for the purposes of providing services in this Contract, We will not share Your information with third parties without Your permission and 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. In addition, Your information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

#### **GENERAL PROVISIONS**

1. **Subcontract.** We may subcontract or assign performance of Our obligations to third parties, but We shall not be relieved of Our obligations to You when doing so.
2. **Waiver; Severability.** The failure of any party to require performance by the other party of any provision hereof 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.
3. **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.

#### **ENTIRE AGREEMENT**

This Service Contract; including the Contract Purchase Receipt, terms, conditions, limitations, exceptions and exclusions, 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 JURISDICTIONAL REQUIREMENTS**

**Regulation of service contracts varies based on jurisdiction of residence and purchase. Any provision within this Contract which conflicts with the laws of the jurisdiction where You live will automatically be considered to be modified in conformity with those applicable laws and regulations. The following specific requirements apply based on the jurisdiction in which You purchased Your Contract, or if applicable, the jurisdiction in which You reside, and supersede any other provision within Your Contract terms and conditions to the contrary.**

**Alabama:** 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. **CONTRACT HOLDER 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 Product and to back up all software and data on a regular basis and prior to commencement of any repair. **HOW TO FILE A CLAIM** – If You need to file a claim under this Service Contract, You must contact the Administrator online at [www.MyProtectionPlan360.com/performanceguard](http://www.MyProtectionPlan360.com/performanceguard) or call toll-free 1-888-270-8432 to obtain a repair authorization number prior to having any repairs made to Your Product. Contact is available 24/7. Failure to call in and report the claim may result in non-payment.

**Arizona:** **EXCLUSIONS** - We shall not provide coverage only for those specifically listed items in the "WHAT IS NOT COVERED - EXCLUSIONS" 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 reasonably have been known by Us or the Retailer. **CANCELLATION** is amended as follows: 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.

**Arkansas:** **CONTRACT HOLDER 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 Product and to back up all software and data on a regular basis and prior to commencement of any repair. **HOW TO FILE A CLAIM** – If You need to file a claim under this Service Contract, You must contact the Administrator online at [www.MyProtectionPlan360.com/performanceguard](http://www.MyProtectionPlan360.com/performanceguard) or call toll-free 1-888-270-8432 to obtain a repair authorization number prior to having any repairs made to Your Product. Contact is available 24/7. Failure to call in and report the claim may result in non-payment.

**California:** Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Service Contract Administrator and Northcoast Warranty Services, Inc. (License No. SA-19178) is the Obligor for this Service Contract. **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 sixty (60) days of the date You received the Service Contract and no claims have been paid, You will be refunded the full Service Contract price. If You have made claims against the Service Contract or cancellation notice is received by the Administrator after sixty (60) 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.

**Colorado:** **CONTRACT HOLDER 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 Product and to back up all software and data on a regular basis and prior to commencement of any repair.

**Connecticut:** This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21st Fl., Cleveland, OH 44114, 866-927-3097 and You. 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 Product and a copy of the warranty Service Contract. **GUARANTY** is amended as follows: If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, file a claim against the insurer, Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038, by calling 1-866-505-4048. **CANCELLATION** is amended as follows: This Service Contract may be cancelled by the Service Contract Holder if the Device covered under this Service Contract is sold, lost, stolen or destroyed. **CONTRACT HOLDER 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 Product and to back up all software and data on a regular basis and prior to commencement of any repair.

**Florida:** This Service Contract is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation. CANCELLATION is deleted and replaced with the following: 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 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 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.

**Georgia:** CANCELLATION is amended as follows: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. If the purchase of this Contract was financed, the finance company may only cancel this Contract for non-payment if they hold a power of attorney. WHAT IS NOT COVERED – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. 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 Service Contract.

**Hawaii:** CONTRACT HOLDER 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 Product and to back up all software and data on a regular basis and prior to commencement of any repair.

**Indiana:** This 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 this 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 Contract that the provider refund any part of the cost of the Contract upon cancellation of the Contract. 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 Service Contract.

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

**Nevada:** If You are not satisfied with the manner in which We are handling your claim, You may contact the Nevada Insurance Commissioner toll-free at (888)-872-3234. CANCELLATION is amended as follows: We may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Agreement for nonpayment by You, fraud or material misrepresentation by You, 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 service contract and it substantially and materially increase the service required under the service contract. WHAT IS NOT COVERED – This Contract provides coverage that is excess over any other applicable coverage. Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract, or damages arising from such actions are excluded.

**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:** CANCELLATION is amended as follows: We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Agreement for nonpayment by You, fraud or material misrepresentation by You, 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 service contract and it substantially and materially increase the service required under the service contract.

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

**Oklahoma:** The Service Warranty Association is Northcoast Warranty Services, Inc., Oklahoma Identification #44200963. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION is deleted and replaced with the following: You may cancel Your Service Contract at any time by informing Us or the Administrator. If You cancel this Service 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 Contract purchase price. If You cancel this Service 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 one hundred percent (100%) of the unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract. If We cancel this Service Contract, 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 Contract.

**Oregon:** This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21st Fl., Cleveland, OH 44114, 866-927-3097 and You. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator online at

[www.MyProtectionPlan360.com/performanceguard](http://www.MyProtectionPlan360.com/performanceguard) or call toll-free 1-888-270-8432 to obtain a repair authorization number prior to having any repairs made to Your Product. Contact is available 24/7. Failure to call in and report the claim may result in non-payment. GUARANTY is amended as follows: Should We fail to pay or provide service covered under this Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Contract and We fail to refund any unearned portion of the 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.

**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. CANCELLATION section is amended as follows: You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract. 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 Service Agreement is canceled.

**Utah:** Full payment will be received for the purchase price of this Service Contract at the time of purchase. The Provider/Obligor Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21st Fl., Cleveland, OH 44114, 866-927-3097. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. CANCELLATION – Is amended as follows: We may only cancel this Service Contract 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 Service Contract 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 Service Contract 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. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator online at [www.MyProtectionPlan360.com/performanceguard](http://www.MyProtectionPlan360.com/performanceguard) or call toll-free 1-888-270-8432 to obtain a repair authorization number prior to having any repairs made to Your Product. Contact is available 24/7. Failure to call in and report the claim may result in non-payment.

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

**Washington:** The State of Washington is the jurisdiction for any civil action in connection with this Contract. WHAT IS NOT COVERED – What is excluded from coverage is limited to that which is expressly stated under the "WHAT IS NOT COVERED" section of this Service Contract. GUARANTY 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. CONTRACT HOLDER 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 Product and to back up all software and data on a regular basis and prior to commencement of any repair. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator online at [www.MyProtectionPlan360.com/performanceguard](http://www.MyProtectionPlan360.com/performanceguard) or call toll-free 1-888-270-8432 to obtain a repair authorization number prior to having any repairs made to Your Product. Contact is available 24/7. Failure to call in and report the claim may result in non-payment.

**Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

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 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. 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 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 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 Service Contract are insured under a Service Contract reimbursement insurance policy. Should We fail to pay any Claim or fail to replace the Product 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. CONTRACT HOLDER 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 Product and to back up all software and data on a regular basis and prior to commencement of any repair.