

The following summary should help you understand the details of our coverage. This “plain English” version is followed by the full Service Agreement itself.

SquareTrade Service Agreement Summary

HOW LONG OUR COVERAGE LASTS:

- If your item is **NEW**, this Service Agreement begins on the day you purchased the item, and lasts for the number of years you choose at purchase time.
- If your item is **USED/REFURBISHED**, this Service Agreement begins after 45 days of this warranty purchase or after your manufacturer's warranty expires, whichever is longer. The agreement also lasts for the number of years you choose at purchase time.

WHAT WE COVER:

- Our standard Care Plan covers Mechanical and Electrical Failures that occur during normal use. Examples include hard drive failures, stuck cell phone keypads, and digital camera sensor failures. Your item is covered your item for up to its full replacement cost, excluding tax & shipping.

ABOUT ACCIDENTAL DAMAGE FROM HANDLING (ADH) COVERAGE:

- If you purchase Accidental Damage from Handling (ADH) Coverage, the Care Plan includes damage from item drops, liquid spills, or other accidental damage.
- If you purchase your Care Plan the same day as the item, your ADH coverage begins one (1) day after your Care Plan purchase.
- ADH does not cover willful damage, negligent use, theft, or loss.

HOW OUR COVERAGE WORKS:

For items covered by a Manufacturer's warranty:

- First, we'll locate the manufacturer's contact information to help you file a claim.
- If the manufacturer replaces or repairs your item, we'll cover the repaired or replaced item.
- If the manufacturer refuses to honor their warranty because they consider your item purchased from an unauthorized retailer, we'll still cover you.

If we Repair your item:

- For shippable items, we send you a pre-paid shipping label.
- For Laptops and TVs under 37 inches, we mail you a shipping kit so that your item arrives safely for service. (Laptops receive express shipping to and from our depot.)
- Once we receive your item, we repair it within 5 days and then ship it back to you.

For Desktop Computers, Televisions larger than 37 inches, and Large Household Appliances:

- We'll help you schedule an appointment with a local repair facility for in-home service.
- In some cases, the facility may bring your item to their shop to complete repairs.

Reimbursements: Sometimes it's faster to reimburse you the cost of your item. If we reimburse:

- For most cases, you'll have a choice of payout options.
- If your item is shippable, we'll provide you with a pre-paid shipping label.
- Once we receive your item, we pay claims within 3-5 business days.

WHAT ISN'T COVERED:

There are 4 notable exclusions to your coverage. (Refer to the Service Agreement for a full list.)

1. **Accidental Damage:** Unless you purchase ADH coverage, we don't cover items that are damaged accidentally. This includes water immersion, drops, and spills.
2. **Cosmetic Damage:** We don't cover cosmetic damage that doesn't interfere with normal use of your item, like damage to cases.
3. **Accessories and Buyer-Replaceable Parts:** We don't cover accessories or parts that are meant to be replaced by the buyer, like earpieces and ink cartridges.
4. **Software:** We don't cover software issues, including for computers, phones, and tablets.

THE VALUE OF YOUR COVERAGE:

The value of your Care Plan is in most cases equal to the purchase price of your item. Each time you file a valid claim, and

we provide repair, the total value of your coverage is reduced by the cost of the repairs.

Then if you file another valid claim with us on the same item, and repairs are estimated to cost more than the remaining value of your Care Plan, the remaining value of your Care Plan will be offered instead.

HOW TO MAKE A CLAIM AND GET YOUR ITEM SERVICED:

1. Login to www.squaretrade.com/claims, or call us at 1-877-WARRANTY (927-7268).
2. Select which item, the claim reason, and describe the issue you're having.
3. Once we have all the necessary info, we'll contact you with next steps, typically the same day.
You will need a copy of your receipt on file with us before a claim can be processed. The receipt must display the item's purchase date and price. You can email or fax us a copy of the receipt at any time.

You can transfer your Service Agreement at any time, at no cost

SquareTrade Care Plan 575 Market Street, 10th Floor San Francisco, CA 94105

Issued to: Buyer First Name, Buyer Last Name Buyer Address Buyer Address 2 City, State Zip

SERVICE AGREEMENT

Congratulations on purchasing this Service Agreement. Please read these terms and conditions carefully so that you fully understand your coverage under this Agreement.

Please also review the Order Summary or purchase receipt provided to you at the time you purchased this Service Agreement. The Order Summary defines the Covered Product, Maximum Coverage Amount and Term of the Service Agreement.

1. DEFINITIONS:

"We", "Us" and "Our" shall mean CE Care Plan Corp except as follows: In **California, "We", "Us" and "Our"** shall mean SquareTrade, Inc.; in Wisconsin and Wyoming, "We", "Us" and "Our" shall mean Complete Product Care Corp. The aforementioned are located at 575 Market Street, 10th Floor, San Francisco, California, 94105. In **Arizona, Oklahoma, New Mexico, and Washington, "We", "Us" and "Our"** shall mean AMT Warranty Corp., **59 Maiden Lane, 6th Floor, New York, NY 10038**; in **Florida "We", "Us" and "Our"** shall mean **Technology Insurance Company, Inc. (License No. 03605), 59 Maiden Lane, 6th Floor, New York, NY 10038**. You may reach **Us** at 1-877 WARRANTY (1-877-927-7268).

Administrator shall mean SquareTrade, Inc. However, in **Wisconsin and Wyoming**, the Administrator shall mean Complete Product Care Corp. The aforementioned Administrators are located at 575 Market Street, 10th Floor, San Francisco, California 94105 with a telephone number: 1-877 WARRANTY (1-877-927-7268).

The following terms are used in the Order Summary

Care Plan Price: The price you paid for this Service Agreement.

Coverage Start Date: This is the date when coverage starts under this Service Agreement.

Waiting Period: This is the amount of time from the Service Agreement Purchase Date during which if any issues occur, they are considered pre-existing conditions and render the item ineligible for coverage under this Service Agreement.

Coverage Term: This is the years of coverage you receive under this Service Agreement, starting on the Coverage Start Date which begins after any Waiting Period. The Service Agreement is inclusive of any US manufacturer's warranty that may exist during the Coverage Term. It does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. This term of this Agreement is extended for the duration of any time that the item is being repaired under this Service Agreement.

Covered Product: The product or type of product covered by this Service Agreement.

Coverage Amount: The maximum coverage amount of this Service Agreement.

Coverage Type: This defines the level of coverage such as whether your Service Agreement includes the optional Accidental Damage from Handling (ADH) coverage.

Deductible: The applicable deductible, if any, for claims.

2. WHAT IS COVERED:

This Agreement will cover a mechanical or electrical failure of the covered product(s) ("Product") during normal usage for the Term of this Service Agreement if the Product is not covered under any other warranty, insurance policy, or service contract. This Service Agreement 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 **WHAT IS NOT COVERED** below.

3. OPTIONAL ACCIDENTAL DAMAGE FROM HANDLING (ADH):

If you elect to include accidental damage from handling (ADH) as an integral part of Your coverage program, it augments your Service Agreement by providing additional protection for damage from drops, spills and liquid damage associated with the handling and use of Your Product.

ADH does not provide protection against theft, loss, reckless, or abusive 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.

4. WHAT IS COVERED FOR JEWELRY & WATCHES:

- JEWELRY:** Parts and labor costs to repair the Jewelry where the problem is a result of a failure caused by defects in workmanship and/or materials, including those resulting from normal wear and tear such as: cracks, chips, scratches, dents, kinks, breaks, and thinning. You will be reimbursed for SquareTrade-authorized repairs to, or replacement of the Jewelry, at our discretion, when required due to a problem which is not covered under any other warranty, service plan or insurance.
- WATCHES:** Parts and labor costs to repair the Watch where the problem is the result of a failure caused by defects in workmanship and/or materials, including those resulting from normal wear and tear such as: watch band, case, clasp, crown, cracked crystal, inner movement and stem. For watch band failure, we may elect to replace either segments of the band, the complete band, or the watch, at our discretion. You will be reimbursed for Square Trade-authorized repairs to or replacement of the Watch, at our discretion, when required due to a problem which is not covered under any other warranty, service plan or insurance.

5. WHAT TO DO IF A COVERED PRODUCT REQUIRES SERVICE:

File online at www.squaretrade.com or call us toll-free at 1-877 WARRANTY (1-877-927-7268) and explain the problem. We will attempt to troubleshoot the problem you are experiencing. If we cannot resolve the problem, you will be directed to an authorized service center.

6. HOW WE WILL SERVICE YOUR ITEM:

Depending on the item and failure circumstances, We will either:

A. Repair your Product, or B. Provide a cash settlement or a Gift Card reflecting the replacement cost of a new item of equal features and functionality up to the Coverage Amount, or C. Provide a new or refurbished product of equal features and functionality.

7. PLACE OF SERVICE:

At our discretion, large items will receive On-Site Service and we will arrange to repair or replace the Product at Your location during normal business hours. On-Site Service may occasionally necessitate the Service Provider to bring the unit back to their shop to complete repairs.

For shippable items, We will provide a free prepaid shipping label to our authorized service facility for repair, replacement or settlement. For fragile items like laptops, we may also provide you with a free prepaid Shipping Box to send your item to Us. You will be responsible for safe packaging and shipment. If the authorized service facility determines the item is in working condition or is not covered by Your Service Agreement, We will return the item to you or dispose of it at your

request.

8. LIMIT OF LIABILITY:

The total amount that We will pay for repairs or replacement made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the Coverage Amount of the Product. In the event that We make payments for repairs or replacements, which in the aggregate, are equal to the Coverage Amount, or provide a cash settlement reflecting the replacement cost of a new item of equal features and functionality, We will have no further obligations under this Service Agreement.

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.

9. YOUR RESPONSIBILITIES:

A. Provide us with a complete copy of proof of purchase. We can either store it for you or you can provide such proof of purchase at time of claim. B. Correctly select the right SquareTrade Care Plan for your product based on condition, price or purchase location. C. Properly maintain, store and use your item according to the manufacturer instructions.

10. WHAT IS NOT COVERED:

A. Any product fraudulently described or misrepresented by You; B. Maintenance, repair, or replacement necessitated by loss or damage resulting from any cause other than normal use and operation of the product in accordance with the manufacturer's specifications and owner's manual, including but not limited to , theft or loss, exposure to weather conditions, failure to properly clean, maintain or lubricate, operator negligence, misuse, abuse, improper electrical/power supply, improper equipment modifications, attachments or installation or assembly, vandalism, animal or insect infestation, battery leakage, or act of nature or any other peril originating from outside the product. C. Cosmetic damage to case or cabinetry or other non-operating parts or components which does not affect the functionality or the covered product. D. Television or personal computer monitor screen imperfections, including "burn-in" or burned CRT phosphor. E. Projector or rear projection TV bulbs unless that specific coverage has been purchased with your service agreement. F. Damaged or defective LCD screens when the failure is caused by abuse or is otherwise excluded herein; G. All equipment intended for heavy commercial or industrial use such as industrial printers or IT equipment; riding mowers or back hoe type products; H. Accidental or intentional damage, cracked or damaged monitor, laptop or display screens, liquid damage, lost buttons or knobs etc., unless optional accidental damage from handling (ADH) coverage was purchased with your service agreement; I. Conditions that were caused by You or known by You prior to purchasing this Service Agreement; J. Consumer replaceable or consumable items such as but not limited to batteries, bulbs, toner, ribbons, ink cartridges, drums, belts, printer heads, belts, blades, strings, trim etc. K. Product(s) with removed

or altered serial numbers; L. Manufacturer defects or equipment failure which is covered by manufacturer's warranty, manufacturer's recall, or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise); M. Damage to computer hardware, software and data caused by, including, but not limited to, viruses, application programs, network drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data; N. Failures related to transportation damage, customer education, cleaning, preventive maintenance, "No Problem Found" diagnosis, non-intermittent issues that are not product failures; O. Jewelry or watches that are used or refurbished at the time of purchase; P. Items sold in a private sale.

11. NO LEMON POLICY:

If Your Covered Product has three service repairs completed for the same problem, which repairs are covered by this Service Agreement, and a fourth such repair for the same problem occurs, as determined by Us, within any twelve (12) month period, the Covered Product will be replaced with a comparable product or a cash settlement for replacement provided. This cost of the replacement will not exceed the original Product's purchase price.

12. POWER SURGE PROTECTION:

This Service Agreement protects against the operational failure of a covered Product resulting from a power surge while properly connected to an Underwriter Laboratories-approved surge protector. You may be asked to provide Your surge protector for examination.

13. FREE SHIPPING:

This Service Agreement covers all shipping charges to repair or service facilities during the term of coverage, including shipping to the manufacturer if the manufacturer does not cover shipping charges to their facilities.

14. WORLDWIDE SERVICE:

The coverage provided in this Service Agreement also applies when you travel overseas. If your product needs repair overseas, you may file a claim online to obtain a claim authorization number. You will need to carry the Covered Product into an authorized service center and then submit to the Administrator a copy of the detailed service repair invoice that identifies the Covered Product, the repair authorization number, and include a thorough description of the repair made. This documentation should be faxed or emailed into the Administrator and the Administrator will reimburse you within 5 business days of receipt of all necessary paperwork, provided a covered repair was performed. Note: Worldwide service does not include shipping or on-site service.

15. TRANSFER OF SERVICE AGREEMENT:

This Service Agreement may be transferred to any person in the United States at no charge. Log in to www.squaretrade.com, or contact Us toll-free at 1-877 WARRANTY (1-877-927-7268) 24

hours a day, seven days a week.

16. CANCELLATION:

You may cancel this Service Agreement for any reason at any time. To cancel it, log in to www.squaretrade.com or contact Us toll-free at 1-877 WARRANTY (1-877-927-7268) 24 hours a day, seven days week. If You cancel this Service Agreement within the first thirty (30) days after purchase of this Service Agreement You will receive a full refund. If You cancel after the first thirty (30) days from purchase of this Service Agreement, You will receive a pro rata refund based on the time remaining on Your Service Agreement. No fees or past claims shall be deducted from the refund and the refund will be sent to you within ten (10) business days from the cancellation request or else a ten percent (10%) penalty per month shall be applied to the refund.

We may cancel this Service Agreement at Our option on the basis of nonpayment, fraud, or misrepresentation by You. If We cancel Your Service Agreement, You will receive a pro rata refund. If this Service Agreement was inadvertently sold to You on a product which was not intended to be covered by this Service Agreement, We will cancel this Service Agreement and return the full purchase price of the Service Agreement to You and written notice including effective date and reason for cancellation will be mailed to You at least 30 days prior to termination. If We cancel this Agreement for nonpayment then We will provide notice at time of cancellation.

17. GUARANTEE:

This is not an insurance policy. Our Obligations under this Service Agreement are guaranteed under a reimbursement insurance policy issued by Wesco Insurance Company. Wesco Insurance Company is located at 59 Maiden Lane, 6th Floor, New York, NY 10038 and you may contact them toll-free at (866)-505-4048. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Wesco Insurance Company. **NOTE: THE ABOVE GUARANTEE DOES NOT APPLY TO SERVICE AGREEMENTS SOLD IN THE STATE OF FLORIDA.**

ENTIRE CONTRACT: Unless amended by the State Specific Provisions, this Service Agreement sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.

State Variations: The following state variations shall apply if inconsistent with any other terms and conditions.

California: If You decide to cancel Your Service Agreement for a product other than a home appliance or electronics item within sixty (60) days after the receipt of the Service Agreement you will be refunded the full Service Agreement price. If you decide to cancel Your Service Agreement for this type of item after sixty (60) days after the receipt of the Service Agreement you will receive a pro-rated refund based on the time remaining on Your Service Agreement. All service

agreements for home appliance or home electronics are covered by the Cancellation outlined in the Service Agreement.

Connecticut: Resolution of Disputes: If You purchased this Agreement in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Agreement. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Agreement. You have the right to cancel this Agreement if You return the product or if the product is sold, lost, stolen, or destroyed. If We cancel this Agreement, written notice including effective date and reason for cancellation will be mailed to You electronically or by U.S. Mail at least 30 days prior to termination.

Florida: The rates charged to You for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

Georgia: Cancellation will comply with Section 33-24-44 of the Georgia Code. Failure to refund in accordance with the aforementioned Section will make Us liable for penalty equal to 25% of refund and interest of 18% per annum until refund is paid, not to exceed 50% of refund. The waiting period will not exceed 30 days.

Nevada: This Agreement is not renewable. If We cancel this Agreement for nonpayment by You, then We will provide notice at least 15 days prior to the effective date of cancellation. We may cancel this Service Agreement at Our option on the basis of nonpayment, fraud, or material misrepresentation by You. Prior approval of service should be obtained as outlined in "WHAT TO DO IF A COVERED PRODUCT REQUIRES SERVICE" or "WORLDWIDE SERVICE" in the Service Agreement.

Waiting Period: This is the amount of time from the Service Agreement Purchase Date during which if any issues occur, they are considered pre-existing conditions and render the item ineligible for coverage under this Service Agreement. To see the length of the Waiting Period, please refer to the ORDER SUMMARY at the top of the first page of this Service Agreement.

Maine: With respect to Maine contract holders, the Obligor under this Service Agreement is the Dealer.

Oklahoma: 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. The Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. If You cancel after the first thirty (30) days from purchase of this Service Agreement, You will receive a one hundred percent (100%) pro rata refund based on the time remaining of Your Service Agreement.

South Carolina: In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or (800) 768-3467. This agreement is not an insurance contract.

Texas: The administrator for this service agreement is SquareTrade, Inc. registration number 155.

Utah: Replacement parts will be new, rebuilt or non-original manufacturer's parts that perform to the factory specifications of the Product at our sole option. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Notice of cancellation for nonpayment of the purchase price of this Agreement will be in writing given at least ten (10) days prior to cancellation.

Wisconsin: **This service agreement is subject to limited regulation by the Office of the Commissioner of Insurance.** No claim will be denied solely because You failed to obtain preauthorization. This agreement, including optional ADH coverage, does not provide coverage for intentional damage.

AMT -SquareTrade T&C **08.12.11**