

TERMS & CONDITIONS

Congratulations on purchasing this **Warranty Contract**. Please read these terms and conditions carefully so that You fully understand Your coverage under this **Warranty Contract**.

Please also review the Order Summary or purchase receipt provided to You at the time You purchased this **Warranty Contract**. The Order Summary defines the Covered Product, maximum Coverage Amount and Term of the **Warranty Contract**.

This **Warranty Contract** applies exclusively to the item(s) indicated on the original bill of sale that is specified to be warrantable and covered under this **Warranty Contract** and sold in Canada.

Subject to You placing an order for this **Warranty Contract** with the **Administrator**, We will repair or replace **Your Purchased Item** in the event of (1) Mechanical or Electrical breakdown after the expiration of any manufacturer guarantee and/or (2) Accidental Damage during the **Warranty Period** (Accidental Damage is included only if indicated in Your **Warranty Contract** Summary Order).

SQUARETRADE WARRANTY POLICY

Canadian Provinces of ON, PEI, MAN, NEWF & LAB

DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in bold in these Terms and Conditions:

1. **Administrator** means SquareTrade, Inc., 360 3rd Street, 6th Floor, San Francisco, California 94107, Toll free: 1-877-WARRANTY (1-877-927-7268), www.squaretrade.com;
2. **Purchased Item** means the item described on **Your Warranty Contract**;
3. **Warranty Contract** means the document, including the Order Summary and Terms and Conditions, sent to You via electronic or physical mail which defines the **Warranty Period** and specifies the **Purchased Item** which is covered by this **Warranty Contract**;
4. **Warranty Period** means the period for which this **Warranty Contract** is in force described on **Your Warranty Contract** Order Summary;
5. **We/Us/Our** means SquareTrade, Inc.;
6. **You/Your** means the person named on the **Warranty Contract** Order Summary.

OBLIGOR

The obligations of SquareTrade, Inc., under this **Warranty Contract** are underwritten by Industrial Alliance Pacific General Insurance Corporation.

The Following Terms Are Used In The Order Summary

Warranty Contract Price: The price You paid for this **Warranty Contract**.

Coverage Start Date: This is the date when coverage starts under this **Warranty Contract**.

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

Coverage Term: This is the number of months of coverage You receive under this **Warranty Contract**, starting on the Coverage Start Date which begins after any Waiting Period. The **Warranty Contract** is inclusive of any 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 **Warranty Contract** is extended for the duration of any time that the item is being repaired under this **Warranty Contract**.

Covered Product: The product or type of product covered by this **Warranty Contract**.

Coverage Amount: The maximum coverage amount of this **Warranty Contract**.

Coverage Type: This defines the level of coverage such as whether Your **Warranty Contract** includes the optional Accidental Damage from Handling (ADH) coverage.

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

1. WHAT IS COVERED:

This **Warranty Contract** will cover a mechanical or electrical failure of the covered product(s) ("Product") during normal usage for the Term of this **Warranty Contract** if the Product is not covered under any other warranty, service plan or insurance.

This **Warranty Contract** 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.

2. OPTIONAL ACCIDENTAL DAMAGE FROM HANDLING (ADH):

If You elect to include accidental damage from handling (ADH) as an integral part of Your Coverage Type, it augments Your **Warranty Contract** 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 Product functionality, or damage caused during shipment between You and Our service providers.

3. 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 SquareTrade-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.

4. 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.

5. 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.

6. 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 Product 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 Warranty Contract, We will return the item to You or dispose of it at Your request.

7. 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 **Warranty Contract** 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 **Warranty Contract**.

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.

8. YOUR RESPONSIBILITIES:

- A. Provide Us with a complete copy of proof of purchase at time of claim.
- B. Correctly select the right SquareTrade **Warranty Contract** for Your Product based on condition, price or purchase location
- C. It is Your responsibility to maintain, store and use Your item according to the manufacturer's instructions.

9. 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 of 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 offered and purchased at the time of sale with Your **Warranty Contract**;

- 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 **Warranty Contract**;
- I. Conditions that were caused by You or known by You prior to purchasing this **Warranty Contract**;
- J. Consumer replaceable or consumable batteries unless that specific coverage has been offered and purchased at the time of sale with Your **Warranty Contract**;
- K. Consumer replaceable or consumable items such as but not limited to bulbs, toner, ribbons, ink cartridges, drums, belts, printer heads, belts, blades, strings, trim etc.
- L. Product(s) with removed or altered serial numbers;
- M. 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);
- N. 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;
- O. Failures related to transportation damage, customer education, cleaning, preventive maintenance, "No Problem Found" diagnosis, non-intermittent issues that are not product failures;
- P. Jewelry or watches that are used or refurbished at the time of purchase;
- Q. Items sold in a private sale.

10. NO LEMON POLICY:

If Your Covered Product has three service repairs completed for the same problem, which repairs are covered by this **Warranty Contract**, 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.

11. POWER SURGE PROTECTION:

This **Warranty Contract** 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.

12. FREE SHIPPING:

This **Warranty Contract** 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.

13. WORLDWIDE SERVICE :

The coverage provided in this **Warranty Contract** 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.

14. TRANSFER OF WARRANTY CONTRACT:

This **Warranty Contract** may be transferred to any person in Canada 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.

15. CANCELLATION:

You may cancel this **Warranty Contract** 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 **Warranty Contract** within the first thirty (30) days after purchase of this **Warranty Contract** You will receive a full refund. If You cancel after the first thirty (30) days from purchase of this **Warranty Contract**, You will receive a pro rata refund based on the time remaining on Your **Warranty Contract**. 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 Warranty Contract at Our option on the basis of nonpayment, fraud, or misrepresentation by You. If We cancel Your **Warranty Contract**, You will receive a pro rata refund. If this **Warranty Contract** was inadvertently sold to You on a product which was not intended to be covered by this **Warranty Contract**, We will cancel this and return the full purchase price of the **Warranty Contract** 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 **Warranty Contract** for nonpayment then We will provide notice at time of cancellation.

ENTIRE CONTRACT

This Warranty Contract sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.

PRIVACY NOTICE:

We will collect and retain all personal information concerning Your warranty and claims. The information will be used for purposes of marketing, administration and cancellation of Your warranty and investigation of claims. We will only access Your file on a need to know basis and it will be kept at the Administrator's address. It can be reviewed and/or rectified by written request.