

Protection Plan Terms and Conditions

Please read these Terms and Conditions carefully so that You fully understand Your coverage under this Protection Plan.

Please also review the Order Summary and purchase receipt provided to You at the time You purchased this Protection Plan.

1. DEFINITIONS:

"We", "Us" and "Our" shall mean the Provider of this Protection Plan, SquareTrade, Inc., located at 600 Harrison Street, Suite 400, San Francisco, CA 94107, with the telephone number: 1-877-927-7268.

"You", "Your" shall mean the individual or entity who purchased this Protection Plan or the individual or entity to whom this Protection Plan was properly transferred in accordance with these Terms and Conditions.

Protection Plan Price: The price You paid for this Protection Plan.

Coverage Start Date: This is the date when coverage starts under this Protection Plan. The Coverage Start Date is the latest of the date of purchase of the Protection Plan or the date following termination of any Waiting Period, unless expressly provided otherwise.

Waiting Period: The amount of time, stated on the first page of the contract, between the Protection Plan purchase date and the Coverage Start Date. If during the Waiting Period a pre-existing condition renders the item ineligible for coverage, We will cancel Your Protection Plan and provide You with a full refund of the Protection Plan Price.

Coverage Term or Term: This is the term of coverage You receive under this Protection Plan, starting on the Coverage Start Date which begins after any Waiting Period.

Covered Product(s) or Product(s): The product(s) or type of product covered by this Protection Plan as identified on the first page of the contract.

Coverage Amount: The purchase price of the Product(s), exclusive of taxes and fees, and/or a number of claims, as identified in the Order Summary.

Coverage Type: This defines the level of coverage You purchased, such as whether Your Protection Plan includes optional coverage, such as Accidental Damage from Handling (ADH) coverage.

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

2. YOUR RESPONSIBILITIES:

- (A) Purchase the correct SquareTrade Protection Plan for Your Product based on condition, price and purchase location from the same retailer from whom You purchased Your Product.
- (B) Retain and provide Us with a complete copy of proof of purchase. You can send Us a digital copy through www.squaretrade.com and We can store it for You, or You can provide such proof of purchase at the time You make a claim.
- (C) Properly maintain, inspect, store, care (including clean) and/or use Your Product according to the manufacturer instructions, and if Your Product becomes damaged, You must take necessary steps to protect against any further damage. If We determine that any loss or damage has occurred as a direct result of not performing any of the foregoing, Your claim will be denied.

3. COVERAGES AND TERMS:

This Protection Plan will cover a mechanical or electrical failure of the Product(s) during normal usage for the Term of this Protection Plan. This Protection Plan 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. Replacement parts will be new, rebuilt or non-original manufacturer's parts that perform to the factory specifications at Our sole option.

A. CELL PHONE, LAPTOP AND TABLET PLANS:

- (i) This Protection Plan provides coverage for Your Product where the problem is the result of a failure caused by:
 - (1) Defects in materials and/or workmanship;
 - (2) Damaged or defective buttons or connectivity ports located on Your Product;
 - (3) Defective pixels, for which We will match the manufacturer's warranty for the Term of Your Protection Plan. In the absence of a manufacturer's dead pixel policy, We will cover a failure of three (3) or more defective pixels within a one square inch area of the display;
 - (4) Dust, internal overheating, internal humidity/condensation;
 - (5) Operational failure resulting from a power surge while properly connected to a surge protector. You may be asked to provide Your surge protector for examination; and
 - (6) For cell phones only, if the original rechargeable battery is defective as determined

by Us in Our sole discretion and it cannot be removed and replaced by You, one (1) battery repair or replacement.

B. JEWELRY AND WATCH PLANS:

- (i) This Protection Plan covers watches and jewelry products, such as, but not limited to, earrings, necklaces, bracelets, pendants and rings.
 - (1) JEWELRY: This Protection Plan provides coverage for jewelry where the problem is a result of a failure caused by defects in materials and/or workmanship, as follows: cracked diamonds or gemstones (coverage limited to diamonds and gemstones up to 0.25 carat); cracked bands; loss of stones due to defective settings (coverage limited to diamonds and gemstones up to 0.25 carat); broken, worn or bent prongs; broken earring posts and backs; broken chains, bracelet links or clasps; broken settings; or cracked ring shanks.
 - (2) WATCHES: This Protection Plan provides coverage for watches where the problem is the result of a failure caused by defects in materials and/or workmanship, as follows: any broken watch band, case, clasp, crown, cracked crystal, inner movement or stem. For watch band failure, We may elect to replace either segments of the band, the complete band or the watch, at Our discretion.

C. FURNITURE AND RUG PLANS:

- (i) This Protection Plan covers furniture and rugs that are used for personal, family or household purposes or in a small office or home office setting, and which are constructed of or with upholstered fabric, microfiber, coated fabrics, A&P leather, bonded leather, bycast leather, vinyl, wood, glass, laminates, metal and stone. This Protection Plan does not cover furniture or rugs that are constructed of or with upholstered silk.
- (ii) FURNITURE: This Protection Plan provides coverage for Your Product (or the affected part of Your Product) for any combination of the following, so long as each such coverage has been offered and purchased at the time of sale:
 - (A) STANDARD: where the problem occurs as a result of normal use of the Product, as follows: seam separation; broken hardware and pulls; separation of joints and welds; structural defects to frames, cases, seat or back construction; broken hinges, casters, slides, drawer pull/guides or swivels; and damaged mechanical elements. If Plus coverage was offered and purchased at the time of sale, this Protection Plan also provides coverage for: cracks; peeling of veneers; chips; gouges; bubbling; and cracking, warping or peeling of finish.
 - (B) ACCIDENTAL: where damage is from unintentional stains attributed to a single occurrence (excluding accumulation), rips, tears, burns, punctures, gouges, chips, dents, breakage and chips to glass on tables, desks, wall units and cabinets; breakage, chipping and/or loss of silvering to mirrors. If Plus coverage was offered and purchased at the time of sale, this Protection Plan also provides coverage for: cracks; peeling of veneers; chips; gouges; bubbling; and cracking, warping or peeling of finish.
- (iii) RUG: This Protection Plan provides coverage for Your Product (or the affected part of Your Product) for any combination of the following, so long as each such coverage has been offered and purchased at the time of sale:
 - (C) STANDARD: unintentional stains attributed to a single occurrence (excluding accumulation).
 - (D) ACCIDENTAL: unintentional stains attributed to a single occurrence (excluding accumulation), plus rips, tears, burns and punctures.
- (iv) ADJUSTABLE BED: This Protection Plan provides coverage for Your Product (or the affected part of Your Product) for any defective: frames; welds; mechanisms, including inclining, reclining, heating and vibrating; electrical components, including motors, wiring and remote operation devices.

D. MATTRESS PROTECTOR PLANS:

- (i) This Protection Plan covers mattress protectors and mattresses (excluding box springs) purchased and used concurrently with a covered mattress protector and that are used for personal, family or household purposes. If You purchase this Mattress Protector Protection Plan, You will receive a mattress protector at or around the same time as You receive Your mattress.
- (ii) This Protection Plan provides coverage for Your Product (or the affected part of Your Product) where the problem is a result of a failure caused by:
 - (1) Defects in materials and/or workmanship of the mattress protector (excluding

defects covered by the manufacturer's warranty).

- (2) If ADH coverage has been offered and purchased at the time of sale as part of Your Protection Plan, unintentional stains attributed to a single occurrence (excluding accumulation). The foregoing stain coverage does not include stains from incontinence, hair and body oils, perspiration, dyes, paints, bleaches, flooding, rust, fire (including cigarette burns), smoke or other caustic materials as determined by Us.

E. OPTICAL PLANS:

- (i) This Protection Plan provides coverage for Your Product where the problem is the result of a failure caused by:
 - (1) Defects in materials and/or workmanship, such as: loose or broken hinges, end pieces, lenses, nose pads or pad arms.
 - (2) If ADH coverage has been offered and purchased at the time of sale as part of Your Protection Plan, damage from drops or impacts associated with the handling and use of Your Product, including scratched lenses.
- (ii) There may be a co-pay for this Protection Plan in place of a Deductible. If there is a co-pay, it will be identified as the Deductible in the Order Summary.

F. MULTI-ITEM PLANS:

- (i) If multi-item coverage has been offered and purchased at the time of sale as part of Your Protection Plan, this Protection Plan may cover the items identified as Products, as described herein.
- (ii) There may be a service fee per claim for this Protection Plan in place of a Deductible. If there is a service fee, it will be identified as the Deductible in the Order Summary.
- (iii) You may be required to register all of the Products under this multi-item Protection Plan.

G. ALL OTHER PRODUCT PLANS:

- (i) This Protection Plan provides coverage for Your Product where the problem is the result of a failure caused by:
 - (1) Defects in materials and/or workmanship;
 - (2) Defective pixels, for which We will match the manufacturer's warranty for the Term of Your Protection Plan. In the absence of a manufacturer's dead pixel policy, We will cover:
 - (i) Six (6) or more defective pixels for displays up to 17";
 - (ii) Eight (8) or more defective pixels for displays greater than 17".
 - (3) Operational failure resulting from a power surge while properly connected to a surge protector. You may be asked to provide Your surge protector for examination.

H. BUSINESS USE PLANS:

- (i) If You were offered and purchased business use coverage on Your Product via a specific business program intended for commercial, educational, rental or industrial purposes, this Protection Plan provides coverage for Your Product as described herein, except that Section 8(A.V) shall not apply.

4. OPTIONAL COVERAGES:

A. ACCIDENTAL DAMAGE FROM HANDLING (ADH):

Except as otherwise specified, if You were offered and purchased ADH as an integral part of Your coverage, it augments Your Protection Plan 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 Your Product, cosmetic damage and/or other damage that does not affect the functionality of Your Product, or damage caused during shipment between You and Our service providers.

B. BATTERY COVERAGE:

If You were offered and purchased optional battery coverage on Your Product, Your Protection Plan will also include up to one (1) battery repair or replacement during the first two (2) years of the Coverage Term, when the original rechargeable battery is defective as determined by Us in Our sole discretion. We may require You to return Your original defective battery to Us to receive a replacement battery. Battery coverage is only available for Products that are new or manufacturer certified refurbished products.

5. WHAT TO DO IF A PRODUCT REQUIRES SERVICE:

A. ALL PROTECTION PLANS:

File a claim online at www.squaretrade.com/claim or call Us toll-free at 1-877-927-7268 and explain the problem. We will attempt to troubleshoot the problem You are experiencing. If We cannot resolve the problem, We will service Your Product as described in Section 6 below. Depending on Your Product, We may, at Our discretion, require You to submit pictures (and, if Your Product is a major appliance, audio or video) of the damage or defect for which You are making a claim, or to submit other necessary documentation to process Your claim.

If applicable, we recommend that You back up all data on Your Product prior to obtaining service, as repairs to Your Product may result in the deletion of data.

B. ADDITIONALLY FOR FURNITURE, RUG AND MATTRESS PLANS:

Claims must be filed within thirty (30) days from the date of occurrence of the stain or damage.

6. HOW WE WILL SERVICE YOUR PRODUCT:

A. ALL PROTECTION PLANS:

Depending on the Product and failure circumstances, at Our discretion, We will either:

- Repair Your Product (on-site, mail-in or local repair service may be available, at Our discretion);
- Replace Your Product with a product of like kind, quality and functionality (replacement products may retail at a lower price than Your original Product); or
- Provide a cash settlement or a Gift Card reflecting the replacement cost of a new product of equal features and functionality up to the Coverage Amount.

B. ADDITIONALLY FOR FURNITURE, RUG AND MATTRESS PROTECTOR PLANS:

If We elect to repair Your Product, We will, at Our option, (1) provide cleaning or repair advice, (2) mail You a stain removal kit, including products to aid in stain removal, (3) mail You a parts kit to replace missing or broken parts and/or (4) arrange for on-site service as described below. Please note that We cannot guarantee that any such repair or replacement will result in exact matches (such as color matches) with the original Product due to differences in dye lots, natural grains, external conditions or other similar reasons.

In the case of a mattress protector Protection Plan, We may also, at Our option, provide You with a replacement mattress protector.

7. LIMIT OF LIABILITY:

If You have Product(s) covered under this Protection Plan, the total amount that We will pay for repairs or replacement made in connection with all claims that You make pursuant to this Protection Plan or the total number of claims made pursuant to this Protection Plan shall not exceed the Coverage Amount. In the event that We make payments for repairs or replacements, which in the aggregate, are equal to the Coverage Amount, or if We provide a cash settlement reflecting the replacement cost of a new item of like kind, quality and functionality or a replacement product of like kind, quality and functionality, then We will have no further obligations under this Protection Plan.

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. WHAT IS NOT COVERED:

A. ALL PROTECTION PLANS:

- (A) Except as otherwise provided, normal wear and tear;
- (B) Any and all pre-existing conditions that occur prior to the Coverage Start Date of this Protection Plan;
- (C) Natural flaws or inherent design or manufacturer's defects;
- (D) Intentional damage;
- (E) Lost, stolen or irretrievable items;
- (F) Any Product that is fraudulently described or materially misrepresented;
- (G) Secondary or collateral damage;
- (H) Except as otherwise provided, maintenance, service, repair or replacement necessitated by loss or damage resulting from any cause other than normal use, storage and operation of the Product in accordance with the manufacturer's specifications and owner's manual;
- (I) Damage caused by exposure to weather conditions, improper electrical/power supply, improper equipment modifications, add-on products or accessories, attachments or installation or assembly, collision with any other object, vandalism, animal or insect infestation, corrosion, battery leakage, act of nature (any accident caused or produced by any physical cause which cannot be foreseen or prevented, such as storms, perils of the sea, tornadoes, hurricanes, floods and earthquakes) or any other force majeure or peril originating from outside the Product;
- (J) Damage caused by "accumulation," including, without limitation, damage from any repeated use or gradual buildup of dirt, dust, oils or similar, such as hair and body oils, perspiration or darkened bodily contact areas;
- (K) Damage caused by: any improper care, negligence, neglect, intentional acts, misuse or abuse of the Product; any repair, replacement or handling of the Product other than as recommended or authorized by the manufacturer and/or Us; or any failure to comply with the manufacturer's warranty;
- (L) Damage caused by cleaning methods, products or materials;
- (M) Defects due to the installation, assembly or hookup of Your Product;
- (N) Damage caused by transit, delivery, redelivery, removal or reinstallation of the Product, or the Product being moved between different locations or into or out of storage, including damage caused by packing or unpacking of the Product;
- (O) Claims made under any improperly or incorrectly purchased Protection Plan;
- (P) Except as otherwise provided, "cosmetic damage," defined as any damages or changes to the physical appearance of a Product that does not impede or hinder its normal operating function as determined by Us, such as scratches, abrasions, peelings, dents, kinks, changes in color, texture or finish, or similar conditions;
- (Q) Television or personal computer monitor screen imperfections, including "burn-in" or burned CRT phosphor;
- (R) Accidental damage or liquid damage unless ADH coverage was offered and purchased as part of Your Protection Plan;
- (S) Projector or rear projection TV bulbs;
- (T) Consumer replaceable or consumable batteries unless battery coverage has been offered and purchased as part of Your Protection Plan;
- (U) Consumer replaceable or consumable items including but not limited to toner, ribbons, ink cartridges, drums, belts, printer heads, blades, strings and trim;

- (V) Except as otherwise provided, any product used for heavy commercial, educational, rental or industrial use;
- (W) Product(s) with removed or altered serial numbers;
- (X) 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);
- (Y) Damage to computer hardware, software and data or loss of software or 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 re-installation of any software or data;
- (Z) "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Product (such as poor cell phone reception);
 - (aa) Items sold in a private sale (e.g. flea market, yard sale, estate sale, Craigslist);
 - (bb) Any Product that is a demonstration/in-store model, or that is sold "as-is";
 - (cc) A Product that is no longer in Your possession;
 - (dd) Any failure, damage, repairs or loss that is covered under any other protection plan, warranty, service plan or insurance.

B. ADDITIONALLY FOR JEWELRY AND WATCH PLANS:

- (A) Natural flaws or inherent design or manufacturer's defects, including, but not limited to, flaws in materials, precious or semi-precious stones or gems;
- (B) Introduction of foreign objects into the Product;
- (C) Tampering with prongs, bezels or other elements designed to secure stones;
- (D) Failures caused by excessive or abusive treatment;
- (E) Any Product that has been resized, repaired or serviced by an unauthorized third party.

C. ADDITIONALLY FOR FURNITURE, RUG AND MATTRESS PROTECTOR PLANS:

- (A) Products made of "X" coded fabric, dry cleaning only fabric, non-colorfast fabric or silk fabric;
- (B) Natural flaws, inherent design defects or manufacturer's defects, including, but not limited to, natural inconsistencies in wood grains, fabrics, coloring or leathers; wood stains; delamination of microfiber; manufacturer's defects of leather or upholstery;
- (C) Stains caused by from incontinence, hair and body oils, perspiration, paints, dyes, bleaches, flooding, rust, fire (including cigarette burns), smoke or other caustic materials as determined by Us;
- (D) Damage caused the application of topical treatments to the Product;
- (E) Damage to the Product caused by gum, mold or mildew, fading, color loss, non-stain related discoloration, dust corrosion or similar;
- (F) Odors, pet or animal damage from teeth, beaks or claws;
- (G) Splitting, cracking and/or peeling of A&P leather, bonded leather, bycast leather or coated fabrics;
- (H) Scratches of any type;
- (I) Loss of resiliency;
- (J) Separation of seams along mattress seam lines.

D. ADDITIONALLY FOR OPTICAL PLANS:

Any failure, damage, repairs or loss in connection with, or resulting from, anything considered a medical reason, including, but not limited to, eye exams, repair or replacement resulting from outgrowing the original product, or change in prescription.

9. NO LEMON POLICY:

If Your Product has two (2) service repairs completed for the same problem and a third (3rd) repair is needed for the same problem, within any twelve (12) month period, the Product will be replaced with a comparable product or a cash settlement will be provided. The cost of the replacement will not exceed Your Product's Coverage Amount, except that, in the case of multi-item Protection Plans, replacements may not, in the aggregate, exceed the Coverage Amount. This no lemon policy is not applicable to problems resulting from ADH.

10. FREE SHIPPING:

This Protection Plan covers all shipping charges to authorized service centers during the Coverage Term, including shipping to the manufacturer if the manufacturer does not cover shipping charges to their facilities.

11. WORLDWIDE SERVICE:

The coverage provided in this Protection Plan also applies when You travel outside of the United States. If Your Product needs repair while traveling abroad, You may file a claim online at www.squaretrade.com to obtain a claim authorization number. At that time, You will be instructed on how to proceed to obtain service. Once You have obtained Your claim authorization number, You will need to take Your Product to a service center and then submit to Us a copy of the detailed service repair invoice that identifies Your Product, the claim authorization number, and includes a thorough description of the repair made. We will reimburse You within five (5) business days of receipt of all necessary paperwork, provided a covered repair was performed.

12. TRANSFER OF PROTECTION PLAN:

This Protection Plan may be transferred at no charge. To transfer this Protection Plan log in to www.squaretrade.com, or contact Us toll-free at 1-877-927-7268 24 hours a day, 7 days a week.

13. CANCELLATION:

You may cancel this Protection Plan for any reason at any time. To cancel it, log in to www.squaretrade.com or contact Us toll-free at 1-877-927-7268 24 hours a day, 7 days a week.

squaretrade.com or contact Us toll-free at 1-877-927-7268 24 hours a day, 7 days a week. If You cancel this Protection Plan within the first thirty (30) days after purchase of this Protection Plan You will receive a 100% refund of the Protection Plan Price. If You cancel after the first thirty (30) days from purchase of this Protection Plan, You will receive a pro rata refund based on the time remaining on Your Protection Plan.

We may cancel this Protection Plan at Our option on the basis of nonpayment, fraud, or material misrepresentation by You or for any reason on forty-five (45) days' written notice to You. If We cancel Your Protection Plan, You will receive a pro rata refund. If this Protection Plan was inadvertently sold to You on a product which was not intended to be covered by this Protection Plan, We will cancel this Protection Plan and return the full purchase price of the Protection Plan to You. Written notice which includes the effective date of cancellation and reason for cancellation, will be mailed to You at least thirty (30) days prior to termination. If We cancel this Protection Plan for nonpayment then We will provide notice at time of cancellation.

14. ARBITRATION:

Please read this arbitration provision carefully. It affects Your rights. Most of Your concerns about this Program can be addressed simply by contacting Us at 1-877-927-7268. In the unlikely event We cannot resolve any disputes, including any claims under the Protection Plan, that You or We may have, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

This Protection Plan evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this section. This section shall survive the termination of this Protection Plan.

This section is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to this Protection Plan or to the relationship between You and Us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose before this Protection Plan was entered into by You and Us or that arises after Protection Plan is terminated; and (3) that currently is the subject of a purported class action litigation in which You are not a member of a certified class. Notwithstanding the foregoing, this section does not preclude You from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf.

If You or We intend to seek arbitration You and We must first send to the other a written Notice of Claim ("**Notice**") by certified mail. Your Notice to Us should be addressed to: SquareTrade, Inc., 600 Harrison Street, Suite 400, San Francisco, CA 94107, Attn: Legal Department. The Notice must describe the dispute and state the specific relief sought. If You and We do not resolve the dispute within thirty (30) days of receipt of the Notice, You or We may initiate an arbitration proceeding with the American Arbitration Association ("**AAA**"). You can obtain the forms necessary to initiate an arbitration proceeding by visiting www.adr.org or by calling 1-800-778-7879. After We receive notice that You have commenced arbitration, We will reimburse You for payment of any filing fee to the AAA. If You are unable to pay a required filing fee, We will pay it if You send a written request by certified mail to: SquareTrade, Inc., 600 Harrison Street, Suite 400, San Francisco, CA 94107, Attn: Legal Department. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "**Arbitration Rules**") in effect at the time the arbitration is initiated and as modified by this section. You can obtain a copy of the Arbitration Rules by visiting www.adr.org or by calling 1-800-778-7879.

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this section. All issues are for the arbitrator to decide, including the scope of this section, with the exception that issues relating to the enforceability of this section may be decided by a court. Unless You and We agree otherwise, any arbitration hearings will take place in the county or parish of Your billing address. If Your dispute is for ten thousand dollars (\$10,000) or less, You may choose to conduct the arbitration hearings either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If Your dispute is for more than ten thousand dollars (\$10,000), the right to arbitration hearings will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this section, unless Your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the payment of such fees shall be governed by the Arbitration Rules.

At the conclusion of the arbitration hearings, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the decision is based. If the arbitrator finds in Your favor and issues a damages award that is greater than the value of the last settlement offer made by Us or if We made no settlement offer and the arbitrator awards You any damages, We will: (1) pay You the amount of the damages award or seven thousand five hundred dollars (\$7,500), whichever is greater; and (2) pay Your attorney, if any, twice the amount of the attorney's fees and the actual amount of any expenses reasonably incurred when pursuing Your dispute in arbitration. You and We agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. The arbitrator may resolve any disputes regarding attorney's fees and expenses either during the arbitration hearings or, upon request, within fourteen (14) days of the arbitrator's written decision. While the right to the attorney's fees and expenses discussed above is in addition to any right You may have under applicable law, neither

You nor Your attorney may recover duplicate awards of attorney's fees and expenses. Although We may have the right under applicable law to recover attorney's fees and expenses from You if We prevail in the arbitration, We hereby waive the right to do so.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Unless You and We agree otherwise, the arbitrator may not consolidate the dispute of another person with Your or Our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this section is found to be unenforceable, then the entirety of this section shall be null and void.

15. GUARANTEE:

This is not an insurance policy. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by Allstate Insurance Company, 2775 Sanders Rd, Northbrook, Illinois 60062 and You may contact them toll free at 1-800-669-9313. 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 Allstate Insurance Company.

16. ENTIRE CONTRACT:

Unless amended by the State or Territory Specific Provisions this Protection Plan sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.

STATE & TERRITORY VARIATIONS:

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

Puerto Rico:

DEFINITIONS:

"Authorized Service Facility" shall mean a company that has a network of service facilities in Puerto Rico that provides services under this Protection Plan, including Service Power, Barrister Global Services Network, Indusys Technology, Inc. and National Service Alliance.

CANCELLATION:

In the event of cancellation after the first thirty (30) days of purchase of the Protection Plan but before the expiration of the manufacturer's warranty, You will be refunded the full amount You paid for the Protection Plan, less a pro-rata adjustment for the earned amount, as long as it does not exceed the product of \$65.00 multiplied by every year that the Protection Plan has been in effect before the expiration of the manufacturer's warranty. If in excess, Your refund will only be reduced by the result of such product.

If this Protection Plan was inadvertently sold to You on a product which was not intended to be covered by this Protection Plan, and you have not made a claim to the Provider, We will cancel this Protection Plan and return the full purchase price of the Protection Plan to You and written notice including effective date and reason for cancellation will be mailed to You at least 30 days prior to termination. Your refund will be sent to You within thirty (30) business days from the cancellation request or else a ten percent (10%) penalty per month shall be applied to the refund.