

TERMS & CONDITIONS



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

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

1. DEFINITIONS:

“We”, “Us” and “Our” shall mean the Provider of this Protection Plan, SquareTrade, Inc., located at 360 3rd Street, 6th Floor, San Francisco, California 94107, with the telephone number: 1-877-538-4389.

“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.

The following terms are used in the Order Summary

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.

Waiting Period: This is the amount of time, varying from zero (0) to thirty (30) days, between the Protection Plan purchase date and the Coverage Start Date, during which if any issues occur, they are considered pre-existing conditions and render the item ineligible for coverage under this Protection Plan. A Waiting Period applies to Protection Plans purchased for refurbished items and Protection Plans purchased subsequent to the purchase of Your Covered Product. Any applicable Waiting Period does not affect Your coverage under any manufacturer's warranty. 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 years of coverage, varying from one (1) to five (5) year(s), You receive under this Protection Plan, starting on the Coverage Start Date which begins after any Waiting Period. The Term of this Protection Plan is extended for the duration of any time that the item is being repaired under this Protection Plan.

Covered Product or Product: The product or type of product covered by this Protection Plan.

Coverage Amount: The purchase price of the Covered Product.

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

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

2. COVERAGES AND TERMS:

This Protection Plan will cover a mechanical or electrical failure of the Covered Products in subsections A, B and C below 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 of the Product at our sole option.

This Protection Plan does not cover repair or replacement of Your Product for any of the causes or provide coverage for any losses set forth in Section 9 of these Terms and Conditions, entitled “WHAT IS NOT COVERED”. Specific details about Your coverage under this Protection Plan are provided in the Order Summary.

A. Cell Phones and Tablets:

- i. This Protection Plan provides coverage for parts and labor costs to repair or replace Your Product where the problem is the result of a failure caused by:
 1. Normal wear and tear;
 2. Accidental damage from handling (ADH), such as damage from drops, spills and liquid damage associated with the handling and use of Your Product, if the coverage has been offered and purchased at the time of sale with Your Protection Plan;
 3. One (1) battery repair or replacement when the original rechargeable battery is defective as determined by Us and at Our discretion, if the coverage has been offered and purchased at the time of sale with Your Protection Plan. We may require that You return the original defective battery to Us to receive a replacement battery;
 4. Damaged or defective buttons or connectivity ports located on Your Product;
 5. Defective pixels when there are at least three (3) defective pixels throughout the entire display area;
 6. Dust, internal overheating, internal humidity/condensation;
 7. Defects in materials or workmanship.
- ii. This Protection Plan also provides the following additional benefits:
 1. Online assistance for hardware troubleshooting tips, visit: www.walmartprotection.com and select the Support option, and;
 2. 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.

B. Jewelry and Watch Plans:

- i. **JEWELRY:** This Protection Plan provides coverage for 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 authorized repairs, or replacement of the Jewelry at Our discretion, when required.
- ii. **WATCHES:** This Protection Plan provides coverage for 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 authorized repairs, or replacement of the Watch at Our discretion, when required.

C. All Other Products:

- i. This Protection Plan provides coverage for parts and labor costs to repair or replace Your Product where

the problem is the result of a failure caused by:

1. Normal wear and tear;
2. Accidental damage from handling (ADH), such as damage from drops, spills and liquid damage associated with the handling and use of Your Product, if the coverage has been offered and purchased at the time of sale with Your Protection Plan;
3. One (1) battery repair or replacement when the original rechargeable battery is defective as determined by Us and at Our discretion, if the coverage has been offered and purchased at the time of sale with Your Protection Plan;
4. One (1) bulb replacement of a faulty bulb during the first three (3) years of the Term, if the coverage has been offered and purchased at the time of sale with Your Protection Plan;
5. Dust, internal overheating, internal humidity/condensation;
6. Defects in materials or workmanship;
7. 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.

3. OPTIONAL COVERAGE:

A. Accidental Damage from Handling (ADH):

If You were offered and elected to include accidental damage from handling (ADH) as an integral part of Your coverage program, 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 the product, cosmetic damage and/or other damage that does not affect unit functionality, or damage caused during shipment between You and Our Authorized Service Facility.

B. Bulb Coverage:

If You were offered and elected to include bulb coverage on Your rear-projection or DLP Television, Your Protection Plan shall also include additional coverage of the bulb in Your television (“Bulb Coverage”) for up to three (3) years from the start of the Coverage Term. Bulb Coverage includes one (1) replacement of a faulty bulb during the first three (3) years of the Coverage Term. You will be responsible for installing the replacement bulb, which We will provide to You in most occurrences. If We do not provide You with a replacement bulb, We will reimburse You for the cost of the bulb. Bulb Coverage will terminate either at the end of three (3) years or when You have received a replacement bulb or reimbursement for the cost of a replacement bulb from Us, whichever occurs first. You may be required to return the defective bulb to Us.

C. Battery Coverage:

If You were offered and elected to include battery coverage on Your mobile product, Your Protection Plan shall also include additional coverage of the battery in Your Product (“Battery Coverage”) for up to two (2) years from the start of the Coverage Term. Battery Coverage is only available for Covered Products that are new or newly manufacturer refurbished. Battery Coverage includes one (1) battery repair or replacement, when the original rechargeable battery is defective as determined by Us and at Our sole discretion. We may require You to return Your original defective battery to Us to receive a replacement battery.

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

File online at www.walmartprotection.com or call Us toll-free at 1-877-538-4389 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 Facility.

5. HOW WE WILL SERVICE YOUR PRODUCT:

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

- A. Repair Your Product, or;
- B. 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, 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. Within five (5) business days of determining Your Product requires on-site service, We will assign You an Authorized Service Facility technician and arrange to repair or replace the Product at Your location during normal business hours. If We fail to have an Authorized Service Facility technician assigned within five (5) business days, We will continue to service Your Product and the cost of Your Protection Plan will be refunded to You at Your request. On-site service may occasionally necessitate the Authorized Service Facility technician to bring the Product back to its 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. You will be responsible for safe packaging and shipment. If, upon inspection, Your Product is determined to have experienced a failure which is covered by Your Protection Plan, We will service Your Product, in accordance with Section 5 of these Terms and Conditions, within five (5) days of our Authorized Service Facility's receipt of Your Product. If We fail to repair, payout or replace the Product within five (5) business days, We will continue to service Your Product and the cost of Your Protection Plan will be refunded to You at Your request. If the Authorized Service Facility determines the product is in working condition or is not covered by Your Protection Plan, We will return the product 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 Protection Plan 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 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. YOUR RESPONSIBILITIES:

- A. Keep a complete copy of proof of purchase to be provided to Us when making a claim under this Protection Plan. Proof of purchase shall consist of your receipt of purchase for the Covered Product or the purchase confirmation email when Your Product is purchased online. You can send Us a digital copy through www.walmartprotection.com and We can store it for You or You can provide such proof of purchase at time of claim.
- B. Properly maintain, store and use Your Product according to the manufacturer instructions.

9. WHAT IS NOT COVERED:

- A. 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, installation or assembly; vandalism, animal or insect infestation; 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 peril originating from outside the product;
- B. Cosmetic damage to case, cabinetry or other non-operating parts, or components which does not affect the functionality or the Covered Product;
- C. Television or personal computer monitor screen imperfections, including "burn-in" or burned CRT phosphor;
- D. Projector or rear projection TV bulbs unless that specific coverage has been purchased with Your Protection Plan;
- E. Damaged or defective LCD screens when the failure is caused by abuse (which means any misuse or mistreatment of the product such as dropping it or throwing an object at the screen) or is otherwise excluded herein;
- F. All equipment intended for heavy commercial or industrial use such as industrial printers or IT equipment; riding mowers or back hoe type products;
- G. Accidental damage, cracked or damaged monitor, laptop or display screens, liquid damage, lost buttons or knobs, unless optional accidental damage from handling (ADH) coverage was purchased with Your Protection Plan;
- H. Intentional damage;
- I. Conditions that were caused by You or known by You prior to purchasing this Protection Plan;
- J. Consumer replaceable or consumable batteries unless that specific coverage has been offered and purchased at the time of sale with Your Protection Plan;
- K. Consumer replaceable or consumable items such as, but not limited to, toner, ribbons, ink cartridges, drums, belts, printer heads, blades, strings, trim, bulbs (unless optional Bulb Coverage was purchased with Your Protection Plan);
- 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 shipping damage, customer education, cleaning, preventive maintenance, "No Problem Found" diagnosis, non-intermittent issues that are not product failures (such as poor cell phone reception);
- P. Jewelry or watches that are used or refurbished at the time of purchase; and
- Q. Items sold in a private sale (e.g., flea market, yard sale, estate sale).

10. NO LEMON POLICY:

If Your Covered Product has three (3) service repairs completed for the same problem, which repairs are covered by this Protection Plan, and a fourth (4th) 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. FREE SHIPPING:

This Protection Plan covers all shipping charges to repair or service facilities during the Coverage Term, including shipping to the manufacturer if the manufacturer does not cover shipping charges to its facilities.

12. WORLDWIDE SERVICE:

The coverage provided in this Protection Plan also applies when You travel outside of the United States and Puerto Rico. If Your Product needs repair while traveling abroad, You may file a claim online at www.walmartprotection.com to obtain a claim authorization number. At this time You will be instructed on how to proceed to obtain service and you will also receive a fax number and an email address for you to submit Your service repair invoice to the Provider after the repair is completed. Once You have obtained Your claim authorization number, You will need to carry Your Product into a service center and then submit to the Provider 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. This documentation should be faxed or emailed to the Provider and the Provider will reimburse You within five (5) business days of receipt of all necessary paperwork, provided a covered repair was performed.

13. TRANSFER OF PROTECTION PLAN:

This Protection Plan may be transferred at no charge. To transfer the Plan log in to www.walmartprotection.com, or contact Us toll-free at 1-877-538-4389 24 hours a day, seven days a week.

14. CANCELLATION:

You may cancel this Protection Plan for any reason at any time. To cancel it, log in to www.walmartprotection.com or contact Us toll-free at 1-877-538-4389 24 hours a day, seven 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 full refund. If You cancel after the first thirty (30) days from the purchase date of this Protection Plan, You will receive a pro rata refund based on the time remaining on Your Protection Plan. 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 Protection Plan at Our option on the basis of nonpayment, fraud, or material misrepresentation by 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 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.

15. GUARANTEE:

This is not an insurance policy. Our Obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by Starr Indemnity & Liability Company. Starr Indemnity & Liability Company is located at 399 Park Ave, NY, NY 10022 and You may contact them toll-free at (855) 438-2390. 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 Starr Indemnity & Liability Company.

ENTIRE CONTRACT:

Unless amended by 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:

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.