

SERVICE AGREEMENT



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 obligor of this Protection Plan. ST Product Care Corp. except as follows: In **Arizona, New Mexico, Oklahoma, and Virginia**, “We”, “Us”, and “Our” shall mean CNA Warranty Services, Inc., 333 S. Wabash Ave. Chicago, IL 60604; in **Florida**, “We”, “Us” and “Our” shall mean CNA Warranty Services of Florida, Inc., 333 S. Wabash Ave, Chicago, IL 60604, 1-866-298-3372; in **Washington**, “We”, “Us” and “Our” shall mean Continental Service Plan, Inc., 4150 N. Drinkwater Blvd., Suite # 400/Compliance, Scottsdale AZ 85251 1-866-298-3372; in **Wyoming**, “We”, “Us” and “Our” shall mean SquareTrade Protection Solutions, Inc., 360 3rd Street, 6th Floor, San Francisco, CA 94107; in, You may reach **Us** at 1-877 WARRANTY (1-877-927-7268).

Administrator shall mean SquareTrade, Inc. However, in **California** the Administrator shall mean ST Product Care Corp. The aforementioned Administrators are located at 360 3rd Street, 6th Floor, San Francisco, CA 94107 with a telephone number: 1-877 WARRANTY (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.

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.

Coverage End Date: This is the date when Protection Plan coverage ends, subject to earlier termination pursuant to the terms of this 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 Protection Plan 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. 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 Optional Coverage, such as 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 Product(s) in subsections A, B, C and D 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 below in Section 9, “WHAT IS NOT COVERED.” Specific details about Your coverage under this Protection Plan are provided in the Order Summary. For online assistance and hardware troubleshooting tips, visit www.squaretrade.com and select the Support option.

A. CELL PHONES AND TABLETS:

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 sole discretion. We may require You to return your original defective battery to Us to receive a replacement battery;
4. Damaged or defective buttons or connectivity ports located on Your Product;
5. For defective pixels 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;
6. Dust, internal overheating, internal humidity/condensation;
7. Defects in materials or workmanship;
8. 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 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.

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 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.

C. FURNITURE:

i. This Protection Plan covers only products used primarily for personal, family or household purposes or in a small office or home office setting.

ii. **UPHOLSTERED WOOD AND METAL FURNITURE:** This Protection Plan provides coverage for damage due to seam separation; broken hardware and pulls; seam separation of joints and welds; cracks; peeling of veneers; broken hinges, casters, slides, drawer pull/guides or swivels; damaged mechanical elements; scratches; chips; gouges; cracking, warping or peeling of finish due to normal use. The Protection Plan also covers breakage, chips and scratches to glass on tables, desks, wall units and cabinets, and breakage, chipping and/or loss of silvering to mirrors due to normal use or accidental damage.

iii. **FABRIC AND LEATHER COVERAGE:** This Protection Plan provides coverage for damage due to separation or peeling of topcoat finish.

D. 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 sole discretion, if the coverage has been offered and purchased at the time of sale with your Protection Plan;
4. One (1) bulb replacement, 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. For defective pixels 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”.
6. Dust, internal overheating, internal humidity/condensation;
7. Defects in materials or workmanship;
8. 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 COVERAGES:

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, 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, recklessness, 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.

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 up to 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, at Our discretion, 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 Product, Your Protection Plan shall 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 and at 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 Covered Products that are new or newly manufacturer refurbished.

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

File a claim 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 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. Replace Your Product with a product of like, kind, quality 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 center technician and arrange to repair or replace the Product at Your location during normal business hours. If We fail to have an authorized service center 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 center technician 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 center for repair, replacement or settlement. You will be responsible for safe packaging and shipment of Your Product. 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, "HOW WE WILL SERVICE YOUR PRODUCT", within five (5) days of our authorized service center's receipt of Your Product. If We fail to repair, payout or replace the Product within five (5) business days of receiving it, 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 center determines Your Product is in working condition or is not covered by Your Protection Plan, We will return Your 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. 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 equal features 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. YOUR RESPONSIBILITIES:

- A. 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 time You make a claim.
- B. Purchase the correct SquareTrade Protection Plan for Your Product based on condition, price or purchase location.
- C. Properly maintain, store and use Your Product according to the manufacturer instructions.

9. WHAT IS NOT COVERED:

- A. Any and all pre-existing conditions that occur prior to the Coverage Start Date of this Protection Plan;
- B. Intentional damage;
- C. Lost, stolen, or irretrievable items;
- D. Any product that is fraudulently described or materially misrepresented;
- E. Any product purchased outside of the US or territories;
- F. 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, exposure to weather conditions, rust, corrosion, 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, 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;
- G. Defects due to the initial installation, assembly or hookup of Your Product;
- H. Normal wear and tear which does not result in a covered failure;
- I. Cases wherein the manufacturer acknowledges the existence of a valid manufacturer's warranty and denies a claim against the manufacturer's warranty;
- J. Damage covered under any insurance policy, any other warranty or any other service contract;
- K. Claims made under any improperly or incorrectly purchased Protection Plan;
- L. Cosmetic damage to case or cabinetry or other non-operating parts or components which does not affect the functionality or the covered product;
- M. Damage, dismantling or reinstalling fixed infrastructure of cabinetry when removing or returning a repaired or replaced Covered Product into a custom installation;
- N. Television or personal computer monitor screen imperfections, including "burn-in" or burned CRT phosphor;
- O. Accidental 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 offered and purchased at the time of sale with Your Protection Plan;
- P. Projector or rear projection TV bulbs unless Bulb Coverage has been offered and purchased at the time of sale with Your Protection Plan;
- Q. Consumer replaceable or consumable batteries unless Battery Coverage has been offered and purchased at the time of sale with Your Protection Plan;
- R. Consumer replaceable or consumable items such as but not limited to toner, ribbons, ink cartridges, drums, belts, printer heads, belts, blades, strings, trim etc.;
- S. Accessories, such as remote controls, or supplies used in conjunction with the Covered Product. Components not contained within the housing of the Covered Product, such as keyboards, mouse, speakers, modems, wiring, plumbing, piping, etc.;

- T. All equipment intended for heavy commercial or industrial use such as industrial printers or IT equipment; riding mowers or backhoe type products;
- U. Product(s) with removed or altered serial numbers;
- V. 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);
- W. 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;
- X. Failures related to shipping damage, cleaning, preventive maintenance, "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not product failures (such as poor cell phone reception);
- Y. Jewelry or watches that are used or refurbished at the time of purchase; flaws in gemstones; loss of gemstones; damages from tampering with prongs, bezels or other elements designed to secure gemstones;
- Z. Rattan, wicker, plastic, or non-colorfast fabric furniture; or inherent furniture design defects including, but not limited to, natural inconsistencies in wood grains, fabrics, coloring or leathers; fading due to sunlight; or dust corrosion;
- AA. Stains, water marks or rings on furniture caused by consumable beverages, smoke or other materials deemed by Us to be caustic;
- BB. Items sold in a private sale (e.g. flea market, yard sale, estate sale, craigslist).

10. NO LEMON POLICY:

If Your Covered 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 Covered 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 original purchase price.

11. 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.

12. 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 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 Us 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 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. This documentation should be faxed or emailed to Us and We 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 this Plan log in to www.squaretrade.com, or contact Us toll-free at 1-877 WARRANTY (1-877-927-7268) 24 hours a day, 7 days a week.

14. 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 WARRANTY (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. 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. 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.

15. ARBITRATION:

Any controversy or claim arising out of or relating to this Protection Plan, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Under this Arbitration provision, We both give up the right to resolve any controversy or claim arising out of or relating to this Protection Plan by a judge and/or a jury. Prior to filing any arbitration, We jointly agree to seek to resolve any dispute between us by mediation conducted by the AAA, with all mediator fees and expenses paid by Us. If You are successful in obtaining an arbitration award against us greater than \$500, We agree to pay all arbitrator fees and expenses.

We also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations against each other. The laws of the state of California (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Protection Plan and all transactions contemplated by this Protection Plan, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Protection Plan. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration.

16. GUARANTEE:

This is not an insurance policy. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by Continental Casualty Company.

Continental Casualty Company is located at 333 S Wabash Ave, Chicago, IL 60604 and You may contact them toll-free at 1-800-831-4262. 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 Continental Casualty Company.

17. ENTIRE CONTRACT:

Unless amended by the State Specific Provisions or revised by Us with at least thirty (30) days advance written notice to You, 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 Variations:

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

Arizona: Section 9 (A) "What is Not Covered" of these Terms and Conditions is deleted in its entirety.

California: If You decide to cancel Your Protection Plan for a product other than a home appliance or electronics item within sixty (60) days after the receipt of the Protection Plan You will be refunded the full price paid for the Protection Plan. If You decide to cancel your Protection Plan for this type of item after sixty (60) days after the receipt of the Protection Plan You will receive a pro-rated refund based on the time remaining on Your Protection Plan. All Protection Plans for home appliance or home electronics are covered by the "Cancellation" section of the Protection Plan. **Arbitration:** For California residents the Arbitration provision is amended to state the following: (1) Pursuant to California Civil Code sections 51.7 (Ralph Civil Rights Act) and 52.1 (Bane Civil Rights Act), the option to enter into Arbitration is solely at the discretion of the contract holder; (2) if Arbitration is elected, this does not waive the right of California consumers to file and pursue civil action or complaint; (3) if any statement found within this contract contradicts this section, this section shall take precedence. To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, California, 95834, or You may visit their website at www.bear.ca.gov.

Connecticut: Resolution of Disputes: If You purchased this Protection Plan in Connecticut, you may pursue arbitration to settle disputes between You and the provider of this Protection Plan. 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 Protection Plan. You have the right to cancel this Protection Plan if You return the product or if the product is sold, lost, stolen, or destroyed. If We cancel this Protection Plan, 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 Protection Plan 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. Arbitration is non-binding. Section 9 (A) "What is Not Covered" of these Terms and Conditions is deleted in its entirety and replaced with the following: Any and all pre-existing conditions known to You that occur prior to the Coverage Start Date of this Protection Plan.

Nevada: This Protection Plan is not renewable. If We cancel this Protection Plan for nonpayment by You, then We will provide notice at least 15 days prior to the effective date of cancellation. We may cancel this Protection Plan at Our option on the basis of nonpayment, fraud, or material misrepresentation by You. Prior approval of service should be obtained as outlined in the "WHAT TO DO IF A COVERED PRODUCT REQUIRES SERVICE" or "WORLDWIDE SERVICE" sections of the Protection Plan. Section 15 "Arbitration" of these Terms and Conditions is deleted in its entirety. **Waiting Period: This is the amount of time from the Protection Plan Purchase Date during which if any issues occur, they are considered pre-existing conditions and render the item ineligible for coverage under this Protection Plan. To see the length of the Waiting Period, please refer to the ORDER SUMMARY at the top of the first page of this Protection Plan.**

New Mexico Residents: If You are the original purchaser of this Plan You may cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale. If no claim has been made under the Plan, the Plan is void and We shall refund to You or credit Your account or the account of other payer of record the full purchase price of the Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. A ten (10) percent penalty per each thirty (30) day period based on purchase price shall be added to a refund that is not paid or credited within sixty (60) days after You cancel the Plan. If this Plan has been in force for a period of seventy (70) days or more, We may not cancel it before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) You fail to pay any amount due; (2) You are convicted of a crime which results in an increase in the service required under the Plan; (3) You engaged in fraud or material misrepresentation in obtaining this Plan; (4) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Plan. No cancellation will be effective until at least fifteen days after notice of cancellation is mailed to You.

Final contract price to be determined prior to presentation to consumer for signature. See NMSA 1978 Section 59A-58-10.

Oklahoma: This Protection Plan is not issued by the manufacturer or wholesale company marketing the product. This Protection Plan will not be honored by such manufacturer or wholesale company. The Oklahoma Service Agreement statutes do not apply to commercial use references in Protection Plan contracts. Coverage afforded under this Protection Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. If You cancel after the first thirty (30) days from purchase of this Protection Plan, You will receive a one hundred percent (100%) unearned pro rata refund based on the time remaining of Your Protection Plan. The Service Warranty Provider for this Protection Plan is CNA Warranty Services, Inc., 333 S. Wabash Ave., Chicago, IL 60604, License Number 864373.

Oregon: Arbitration: If You are a resident of Oregon, the following shall replace Section 15 "Arbitration" of these Terms and Conditions: Any arbitration occurring under this policy shall occur in an agreed upon location by both parties and be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement. Any award rendered shall be a nonbinding award against You. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both You and We first address our disagreement in an arbitration proceeding and obtain an arbitration award pursuant to this arbitration provision.

South Carolina: In the event of a dispute with the provider of this Protection Plan, 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 Protection Plan is not an insurance contract.

Texas: The administrator for this Protection Plan 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 Covered Product at Our sole option. Coverage afforded under this Protection Plan is not guaranteed by the Property and Casualty Guaranty Association. This Protection Plan 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 Protection Plan will be in writing given at least ten (10) days prior to cancellation.

Washington: The term "Protection Plan" in these terms and conditions shall be understood to mean "Service Contract". Section 16 of these Terms and Conditions is deleted in its entirety and replaced with the following: This is not an insurance policy. Our obligations under this Service Contract are guaranteed under a reimbursement insurance policy issued by The Continental Insurance Company. At any time, You may file a claim directly with The Continental Insurance Company which is located at 333 S Wabash Ave, Chicago, IL 60604 and You may contact them toll-free at 1-800-831-4262. Item i. of Section 2 C. Furniture is replaced by the following: i. This Service Contract covers only products used primarily for personal, family or household purposes. Any references to "Waiting Periods" in the Order Summary or the Service Contract are not applicable to Washington residents. Any civil action or alternative dispute resolution procedure brought by You in connection to the Plan can be brought in Washington at a location in closest proximity to Your permanent residence.

Wisconsin: The term "Protection Plan" in these terms and conditions shall be understood to mean "Service Contract". **THIS CONTRACT 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 Service Contract, including optional ADH coverage, does not provide coverage for intentional damage and/or pre-existing conditions that occur prior to the Coverage Start Date. **Arbitration:** The laws of the state of Wisconsin shall govern all matters arising out of or relating to this Service Contract. Arbitration is non-binding. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both You and We first address our disagreement in an arbitration proceeding and obtain an arbitration award pursuant to this arbitration provision. **Cancellation:** We shall mail a written notice to You at the last-known address contained in our records at least five (5) days prior to cancellation by Us. This notice will include the effective date of and reason for the cancellation. In the event of a total loss of property covered by a Service Contract that is not covered by a replacement of the property pursuant to the terms of the Service Contract, You shall be entitled to cancel the Service Contract and receive a pro rata refund on any unearned provider fee, less any claims paid. If a claim has been made under this Service Contract, You may cancel the Service Contract and We shall refund to You one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid.

Wyoming: The provider of the service contract shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the service contract holder to the provider or a substantial breach of duties by the service contract holder relating to the covered product or its use. **Arbitration:** If You are a resident of Wyoming, the following shall replace Section 15 "Arbitration" of these Terms and Conditions: At the time of any disagreement, the parties may mutually agree to submit any matters of difference to arbitration by executing a separate written agreement. Any arbitration shall be conducted within the state of Wyoming.