

## Protection Plan Terms & Conditions

Please read these Terms and Conditions carefully so that You fully understand Your coverage under this Protection Plan. By purchasing this Protection Plan, You expressly and knowingly agree and consent to permit Us (including any third party vendor) to make disclosures and provide notices to You by e-mail or any other method deemed reasonable in Our opinion.

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 obligor of this Protection Plan, CE Care Plan Corp except as follows: In **California and Puerto Rico**, “We”, “Us” and “Our” shall mean SquareTrade, Inc.; in **Arizona, Oklahoma, and Wyoming**, “We”, “Us” and “Our” shall mean Complete Product Care Corp. The aforementioned are located at 2000 Sierra Point Pkwy, Suite 300, Brisbane, CA 94005. In **Florida**, “We”, “Us” and “Our” shall mean First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, FL 32224. You may reach Us at 1-877-927-7268. In **Washington**, “We”, “Us” and “Our” shall mean Protection Plan Group, Inc., located at 2000 Sierra Point Pkwy, Suite 300, Brisbane, CA 94005. You may reach Us at 1-877-927-7268. “Administrator” shall mean SquareTrade, Inc. located at 2000 Sierra Point Pkwy, Suite 300, Brisbane, CA 94005 with a 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.

**Coverage Amount:** As identified in the Order Summary, the purchase price of the Product(s), exclusive of taxes and fees and after all discounts. Where the Covered Products are part of a bundle where there is not a purchase price associated with each item in the bundle (a “Bundle”), only one claim may be filed on each item in the bundle and the total value of the claims shall not exceed the purchase price of the Product(s), exclusive of taxes and fees and after all discounts. The Coverage Amount is contingent upon your purchase of the correct Protection Plan for your Covered Product. If you purchase Protection Plan that was intended for a lower-value item, your coverage is limited to the price threshold of the Protection Plan you purchased.

**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.

**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.

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

**Covered Product(s) or Product(s):** The product(s) or type of product covered by this Protection Plan.

**Deductible:** The applicable deductible, service fee or co-pay, if any, for claims.

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

**WAITING PERIOD: THE AMOUNT OF TIME 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.**

### 2. YOUR RESPONSIBILITIES:

- Purchase the correct Protection Plan for Your Product based on condition and price of Your Product and purchase the Protection Plan from the same retailer from whom You purchased Your Product.
- Retain and provide Us with a complete copy of proof of purchase. You can send Us a digital copy through [www.allstateprotectionplans.com](http://www.allstateprotectionplans.com) and We can store it for You, or You can provide such proof of purchase at the time You make a claim.
- 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 the cost of repairs and replacements of the Product(s) required as a result of 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. PORTABLE ELECTRONICS:

This Protection Plan provides coverage for Your Product where the problem is the result of a failure caused by:

- Defects in materials and/or workmanship;
- Damaged or defective buttons or connectivity ports located on Your Product;
- Dust, internal overheating, internal humidity/condensation; and
- 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. FURNITURE AND RUG PLANS:

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 or that suffers damage while outside of the home, small office or home office.

- 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:
  - STANDARD: where the problem occurs as a result of normal use of the Product and does not constitute normal wear and tear, as follows: seam separation that is within ½ inch of the seam’s location and the seam is either unraveling or the underlying material is exposed; 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 Furniture Finish 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.
  - ACCIDENTAL: where damage is from unintentional stains attributed to a single occurrence (excluding accumulation), rips, tears, burns caused by a brief contact with a flame or heat, 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 Furniture Finish Coverage was offered and purchased at the time of sale, this Protection Plan also provides coverage for the following for hard surfaces: cracks; peeling of veneers; chips; gouges; bubbling; and cracking, warping or peeling of finish. Notwithstanding the foregoing, if pet damage was offered and purchased at the time of sale, this Protection Plan also provides one time coverage for a single occurrence (excluding accumulation) for damaged caused by a pet.

2. 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:
  - a. STANDARD: unintentional stains attributed to a single occurrence (excluding accumulation).
  - b. ACCIDENTAL: unintentional stains attributed to a single occurrence (excluding accumulation), plus rips, tears, burns and punctures.
3. 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.

#### C. MATTRESS PROTECTOR PLANS:

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 provided that the mattress protector and mattress was in the home when the failure occurs. 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. 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 AD 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 or any burns requiring a fire extinguisher or other device designed to extinguish fires), smoke, or other caustic materials as determined by Us.

#### D. MAJOR APPLIANCE PLANS:

This Protection Plan provides coverage for Your Product where the problem is the result of a failure caused by any of the following (provided that Your Product was located in Your home at the time of the failure):

1. Defects in materials and/or workmanship, or
2. Operational failure resulting from a power surge while properly connected to an electrical outlet in accordance with the manufacturer's instructions. The unstacking and restacking of washer and dryers is included if it is necessary to service Your Product (this benefit is only available after expiration of the manufacturer's labor warranty).

#### E. OPTICAL PLANS:

This Protection Plan provides coverage for Your Product where the problem is the result of a failure caused by any of the following (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):

1. Defects in materials and/or workmanship, such as: loose or broken hinges, end pieces, lenses, nose pads or pad arms.
2. If AD 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.

#### F. WATER HEATER PLANS:

This Protection Plan provides coverage for Your Product where the problem is the result of a failure caused by either:

1. Defects in materials and/or workmanship or;
2. Operational failure resulting from a power surge while properly connected to an electrical outlet in accordance with the manufacturer's instructions. This Protection Plan will cover the cost of labor to repair the water heater. In the event We provide a Replacement Product (as defined in Section 5(A) below), We will cover the cost of installation of the Replacement Product.

#### G. MULTI-ITEM PLANS:

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. You may be required to register all of the Products under this multi-item Protection Plan.

#### H. ALL OTHER PRODUCT PLANS:

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:
  - a. Six (6) or more defective pixels for displays up to 17";
  - b. Eight (8) or more defective pixels for displays greater than 17".
3. Operational failure resulting from a power surge while properly connected to electrical outlet in accordance with the manufacturer's instructions. You may be asked to provide Your surge protector for examination.

#### I. BUSINESS USE PLANS:

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 7(A.23) shall not apply.

#### 4. OPTIONAL COVERAGES:

##### A. ACCIDENTAL DAMAGE FROM HANDLING (AD):

Except as otherwise specified, if You were offered and purchased AD 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. AD 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.

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

##### A. ALL PROTECTION PLANS:

File a claim online at [www.allstateprotectionplans.com](http://www.allstateprotectionplans.com) 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 herein below. Depending on Your Product, We may, at Our discretion, require You to submit pictures, audio and/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.

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

- Repair Your Product (on-site, mail-in, local repair or parts-only repair service may be available, in Our discretion). If there is another issue with Your Product that is not covered by this Protection Plan, We will be unable to repair Your Product;
- Replace Your Product with a product of like kind, quality and functionality (replacement products may retail at a lower price than Your original Product and may be new or refurbished) (the "Replacement Product"). We may charge you a fee if you do not provide Your Product to Us; or
- Provide a cash settlement or a gift card reflecting the cost, as determined by Us, of a Replacement Product up to the Coverage Amount (the "Cash Settlement").

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

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

#### 6. LIMIT OF LIABILITY:

If You have Product(s) covered under this Protection Plan, the total amount that We will pay for repairs or a Replacement Product 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, which in the aggregate, are equal to the Coverage Amount, or if We provide a Replacement Product or a Cash Settlement, then We will have no further obligations under this Protection Plan. In the event of a failure affecting an item that is part of a pair or set, Our responsibility will be limited to the repair, provision of a replacement product or a Cash Settlement of that particular item capped at the Coverage Amount for the product that has experienced the failure.

#### 7. WHAT IS NOT COVERED:

##### A. ALL PROTECTION PLANS:

1. Except as otherwise provided, normal wear and tear;
2. Any and all pre-existing conditions that occur prior to the Coverage Start Date of this Protection Plan;

3. Natural flaws or inherent design or manufacturer's defects;
4. Intentional damage or lost, stolen, or irretrievable items;
5. Any Product that is fraudulently described or materially misrepresented;
6. Secondary or collateral damage;
7. 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;
8. 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, rust, 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;
9. 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;
10. 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;
11. Damage caused by cleaning methods, products or materials;
12. Defects due to the installation, assembly or hookup of Your Product;
13. 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;
14. Ancillary costs such as delivery, installation or haul away fees;
15. Claims made under any improperly or incorrectly purchased Protection Plan;
16. 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;
17. Television or personal computer monitor screen imperfections;
18. "Burn-in" or burned CRT phosphor (because burn-in or burned CRT phosphor is a result of Your misuse of the Covered Product);
19. Accidental damage or liquid damage unless AD coverage was offered and purchased as part of Your Protection Plan;
20. Projector or rear projection TV bulbs;
21. Consumer replaceable or consumable batteries unless battery coverage has been offered and purchased as part of Your Protection Plan;
22. Consumer replaceable or consumable items including but not limited to toner, ribbons, ink cartridges, drums, belts, printer heads, blades, strings, and trim;
23. Except as otherwise provided, any product used for heavy commercial, educational, rental or industrial use;
24. Product(s) with removed or altered serial numbers;
25. 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);
26. Damage to 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 reinstallation of any software or data;
27. "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Product (such as poor cell phone reception);
28. Items sold in a private sale (e.g. flea market, yard sale, estate sale, craigslist);
29. Any Product that is a demonstration/in-store model, or that is sold "as-is";
30. A Product that is no longer in Your possession;
31. Any failure, damage, repairs or loss that is covered under any other protection plan, warranty, service plan or insurance.
32. 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.

#### B. ADDITIONALLY FOR JEWELRY AND WATCH PLANS:

1. Natural flaws or inherent design or manufacturer's defects, including, but not limited to, flaws in materials, precious or semi-precious stones or gems;
2. Introduction of foreign objects into the Product;

3. Tampering with prongs, bezels, or other elements designed to secure stones;
4. Failures caused by excessive or abusive treatment;
5. Any Product that has been resized, repaired or serviced by an unauthorized third party.

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

1. Damage arising from installation, assembly and/or hookup of Your Product;
2. Damage arising from weather conditions, wind, and/or over exposure;
3. Products made of "X" coded fabric, dry cleaning only fabric, non-colorfast fabric, or silk fabric;
4. 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;
5. Stains accumulated over time or otherwise caused by from incontinence, hair and body oils, perspiration, paints, dyes, bleaches, flooding, rust, fire (including cigarette burns and any burns requiring a fire extinguisher or other device designed to extinguish fires), smoke or other caustic materials as determined by Us;
6. Stains that were untreated over time;
7. Damage caused by the application of topical treatments to the Product unless We provided the topical treatment;
8. Damage to the Product caused by improper storage, gum, mold or mildew, fading, color loss, non-stain related discoloration, dust corrosion or similar;
9. Odors, pet or animal damage from teeth, beaks, or claws;
10. Splitting, cracking and/or peeling of A&P leather, bonded leather, bycast leather or coated fabrics;
11. Scratches of any type;
12. Loss of resiliency;
13. Seam stretching or 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.

#### 8. 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 Replacement Product or a Cash Settlement for the cost of a Replacement Product will be provided. The cost of the Replacement Product or Cash Settlement for the cost of a Replacement Product 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 repairs performed while Your Product is under the manufacturer's warranty, to Your Replacement Product, problems resulting from Accidental Damage or issues arising during any renewal term of this Protection Plan.

#### 9. 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.

#### 10. 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.allstateprotectionplans.com](http://www.allstateprotectionplans.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.

#### 11. TRANSFER OF PROTECTION PLAN:

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

#### 12. CANCELLATION:

You may cancel this Protection Plan for any reason at any time. To cancel it, contact Us toll-free at 1-877-927-7268 or log in to [www.allstateprotectionplans.com](http://www.allstateprotectionplans.com) 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 and You have not made a claim, You will receive a 100% refund of the Protection Plan Price. If the Coverage Term is for a fixed period of time and 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 less the cost of any claims made by You.

**We may cancel this Protection Plan (i) immediately on the basis of nonpayment, fraud, or material misrepresentation by You or (ii) for any reason on thirty (30) days' written notice to You.** If We cancel Your Protection Plan, You will receive a 100% pro rata refund of the unearned of the Protection Plan Price. 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.

### 13. DISPUTE RESOLUTION:

**Please read this 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 SMALL CLAIMS COURT ACTION WILL TAKE PLACE IN A JURISDICTION DETERMINED BY YOU.**

**IN THE EVENT YOU CHOOSE ARBITRATION INSTEAD OF A SMALL CLAIMS ACTION, 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.

**NOTICE REQUIREMENT.** If You or We intend to seek a small claims lawsuit or 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., 2000 Sierra Point Pkwy, Suite 300, Brisbane, CA 94005, 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 a small claims lawsuit or arbitration proceeding with the American Arbitration Association ("AAA"). You can obtain the forms necessary to initiate an arbitration proceeding by visiting [www.adr.org](http://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 for arbitration, We will pay it if You send a written request by certified mail to: SquareTrade, Inc., 2000 Sierra Point Pkwy, Suite 300, Brisbane, CA 94005, 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](http://www.adr.org) or by calling 1-800-778-7879.

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.

**SCOPE.** 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.

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.

### 14. 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.

### 15. 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.

**Alabama:** If You are a resident of Alabama, to the extent that any term in Section 13 "Dispute Resolution" conflicts with any of the following, the following shall prevail and shall replace such term in Section 13 "Dispute Resolution": The laws of the state of Alabama (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. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider.

**Arizona:** Section 7(A.2) "What is Not Covered" of these Terms and Conditions is deleted in its entirety. Preexisting conditions that were known or reasonably should have been known by Us shall not be excluded from coverage.. The fourth sentence of Section 12 is deleted and replaced with the following: 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 second paragraph of Section 12 is amended by adding the following as the new second sentence: Notwithstanding the foregoing, We may not cancel this Protection Plan due to Our (or that of our subcontractors) failure to provide correct information to You; Our (or that of our subcontractors) failure to repair Your Product in a timely, competent or workmanlike manner; or as the result of misrepresentations by Us or the person who sold this Plan to You. If You are a resident of Arizona, to the extent that any term in Section 13 "Dispute Resolution" conflicts with any of the following, the following shall prevail and shall replace such term in Section 13 "Dispute Resolution": Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.I.F.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20- 1095.09 by contacting the Consumer Protection Division of the A.D.I.F.I. at 602-364-2499. Section 15 is amended by deleting "or revised by Us with at least thirty (30) days advance written notice to You."

**Arkansas:** A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Protection Plan to the Us.

**California:** Section 12 is amended by deleting the third and fourth sentences and replacing them with the following: If, for home appliance and electronics, You cancel this Protection Plan within the first ninety (90) days after purchase of this Protection Plan and You have not made a claim, You will receive a 100% refund of the Protection Plan Price. If for home appliance and electronics, You decide to cancel Your Protection Plan for this type of item after ninety (90) days after the receipt of the Protection Plan You will receive a pro-rated refund based on the time remaining on Your Protection Plan. If You decide to cancel Your Protection Plan for a product other than a home appliance or electronics item after ninety (90) 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. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of this Protection Plan to Us. If You return and relinquish the Covered Product back to the seller, You may cancel this Protection Plan and You will receive a pro-rated refund based on the time remaining on Your Protection Plan

**Colorado:** Only the original purchaser may exercise the cancellation terms found in Section 12. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider. If You cancel after 30 days, or if You cancel after a claim has been made, any refund will be reduced by the amount paid in connection with the claim.

**Connecticut: Resolution of Disputes:** If You purchased this Protection Plan in Connecticut and a dispute arises 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 must first attempt to mediate any dispute. In the event that mediation is unsuccessful You may pursue arbitration to settle disputes between You and the provider 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.

**D.C.:** Only the original purchaser may exercise the cancellation terms found in Section 12. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider. If You cancel after 30 days, or if You cancel after a claim is has been made, any refund will be reduced by the amount paid in connection with the claim. If we cancel this Protection Plan Price, We will refund 100% of the unearned pro rata provider fee, less any claims paid.

**Florida:** The rates charged to You for this Protection Plan are not subject to regulation by the Florida Office of Insurance Regulation. The Guarantee, in Section 14, does not apply to Protection Plans sold in Florida as this Protection Plan is directly issued by the insurer, First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, FL 32224, 1-800-621-4871. In the event You cancel this Protection Plan, We will provide you a refund of 90% of the unearned pro rata premium less any claims paid. If We cancel this Protection Plan, We will provide a refund of 100% of the unearned pro rata premium less claims paid.

**Georgia:** We may not cancel this Protection Plan except for fraud, material misrepresentation, or for nonpayment. In the event We cancel this Protection Plan, You will receive a pro rata refund less a reasonable administrative fee not to exceed 10% of the pro rata refund amount and less any claims paid. If You cancel this Protection Plan within thirty (30) days after the purchase of this Protection Plan no cancellation fee will be charged and You will receive a 100% refund, less any claims paid. Failure to pay or credit the refund within forty-five (45) days after cancellation will make Us liable for a penalty equal to 10% of the refund per month in accordance with Section 33-7-6 of the Georgia Code. If You cancel this Protection Plan more than thirty (30) days after purchase of this Protection Plan You will receive a pro rata refund less a reasonable administrative fee not to exceed 10% of the pro rata refund amount and less any claims paid. Arbitration is non-binding. Section 7(A.2) "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.

**Hawaii:** A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider. Only the original purchaser may exercise the cancellation terms found in Section 12.

**Maine:** Only the original purchaser may exercise the cancellation terms found in Section 12. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to the provider. If You cancel after 30 days, or if You cancel after a claim has been made, any refund will be reduced by the amount of paid in connection with the claim. If We cancel this Protection Plan, We shall refund 100% of the unearned pro rata provider fee.

**Maryland:** Only the original purchaser may exercise the cancellation terms found in Section 12. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider.

**Minnesota:** Only the original purchaser may exercise the cancellation terms found in Section 12. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider.

**Missouri:** Only the original purchaser may exercise the cancellation terms found in Section 12. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider.

**Nevada:** The defined term Protection Plan Price shall be amended to read as follows: The price You paid for this Protection Plan, as described in your receipt, which shall be a part of this Protection Plan. This Protection Plan is not renewable. Notwithstanding the terms of Section 12 if You cancel this Protection Plan, the cost of claims paid, or services provided will not be deducted from any refund issued pursuant to this Protection Plan. 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 will not cancel this Protection Plan if it has been in effect for 70 days except for nonpayment by You, or fraud, or material misrepresentation by You in the obtaining of the Protection Plan or in the presentation of a claim by You, or discovery of an act, omission or violation of any condition of this Protection Plan which occurred after the effective date and which substantially and materially increases the service required under this Protection Plan, or Your conviction of a crime which results in an increase in the service required under this Protection Plan. If We cancel this Protection Plan for any of these reasons, then written notice including the effective date and reason for cancellation will be mailed to You at least 30 days prior to termination. Prior approval of service should be obtained as outlined in "WHAT TO DO IF A PRODUCT REQUIRES SERVICE" or "WORLDWIDE SERVICE" in the Protection Plan. If You are not satisfied with the manner in which We are handling the claim on the contract, You may

contact the Nevada Division of Insurance toll-free at 1-888-872-3234. A ten percent (10%) penalty per 30-day period shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider. **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.**

**New Hampshire:** In the event You do not receive satisfaction under this Protection Plan, you may contact the New Hampshire insurance department at New Hampshire Insurance Department 21 South Fruit Street, Suite 14 Concord, NH 03301 at 1 (800) 852-3416.

**New Jersey:** If You are a resident of New Jersey, the following shall replace Section 14 "Guarantee" of these Terms and Conditions: This is not an insurance policy. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, FL 32224, 1-800-621-4871. 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 First Colonial Insurance Company. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider.

**New Mexico:** This service contract is insured by Allstate Insurance Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within 60 days of Your submission of a valid claim, You may submit Your claim to Allstate Insurance Company at 2775 Sanders Rd, Northbrook, Illinois 60062, 1-800-669-9313. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674. Only the original purchaser may exercise the cancellation terms found in Section 12. A ten percent (10%) penalty per thirty day period, or portion thereof, shall be added to a refund that is not paid or credited within sixty (60) days after return of this Protection Plan to the provider. We will not cancel this Protection Plan if it has been in effect for 70 days except for Your conviction of a crime which results in an increase in the service required under this Protection Plan, fraud, material misrepresentation, or discovery of an act or omission by You or Your violation of any condition of this Protection Plan which occurred after the effective date and which substantially and materially increases the service required under this Protection Plan.

**New York:** Only the original purchaser may exercise the cancellation terms found in Section 12. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of this Protection Plan to the provider.

**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. This is not an insurance contract. 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 Complete Product Care Corp, 2000 Sierra Point Pkwy, Suite 300, Brisbane, CA 94005, License Number 44200878. **Dispute Resolution:** If You are a resident of Oklahoma, to the extent that any term in Section 13 "Dispute Resolution" conflicts with any of the following, the following shall prevail and shall replace such term in Section 13 "Dispute Resolution": Arbitration cannot be an absolute dispute remedy, it must be voluntary, and both parties must mutually agree to arbitration. If agreement by arbitration is not reached within three months from the date of the demand for arbitration, You retain the right to sue.

**Oregon:** If You are a resident of Oregon, to the extent that any term in Section 13 "Dispute Resolution" conflicts with any of the following the following shall prevail and shall replace such term in Section 13 "Dispute Resolution": You or We have a right to trial by jury for any disputes arising out of this Protection Plan. You or We may initiate an arbitration proceeding with any arbitration organization agreed on by both parties. Any arbitration occurring under this Protection Plan shall be voluntary, mutually agreed upon and occur in a location agreed upon by both parties and be administered in accordance with the Oregon Uniform Arbitration Act and Oregon law shall apply to the arbitration. Any award rendered shall be a nonbinding award against You.

**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 1-800-768-3467. This Protection Plan is not an insurance contract. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider.

**Texas:** The administrator for this Protection Plan is SquareTrade, Inc. registration number 155. Only the original purchaser may exercise the cancellation terms found in Section 12. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider.

**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. **Cancellation:** If You are a resident of Utah, the following shall replace the second paragraph of Section 12 "Cancellation" of these terms and conditions: Notice of cancellation for material misrepresentations, substantial changes in risk, or substantial breaches of contractual duties, conditions, or warranties will be given in writing at least thirty (30) days prior to cancellation. 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. **Dispute Resolution:** If You are a resident of Utah, to the extent that any term in Section 13 "Dispute Resolution" conflicts with any of the following, the following shall prevail and shall replace such term in Section 13 "Dispute Resolution": ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

**Virginia:** If any promise made in these Terms and Conditions has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

**Washington:** Only the original purchaser may exercise the cancellation terms found in Section 12. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of this Protection Plan to the provider.

**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 AD coverage, does not provide coverage for intentional damage and/or pre-existing conditions that occur prior to the Coverage Start Date. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by Allstate Insurance Company. Allstate Insurance Company is located at 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, or if We become insolvent or financially impaired, You are entitled to make a claim directly against Allstate Insurance Company. **Dispute Resolution:**

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:** If you are a resident of Wisconsin Section 12 is amended so that the first sentence of the second paragraph reads as follows: We may cancel this Protection Plan at Our option on the basis of nonpayment, fraud, material misrepresentation by You, or substantial breach of duties by You relating to the covered product or its use. 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. We may charge a reasonable administrative fee for the cancellation, which may not exceed ten percent (10%) of the provider fee. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider.

**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 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. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider. **Dispute Resolution:** If You are a resident of Wyoming, to the extent that any term in Section 13 "Dispute Resolution" conflicts with any of the following, the following shall prevail and shall replace such term in Section 13 "Dispute Resolution": 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.