

Service Contract Administrator (Administrator)
Warrantech Consumer Product Services, Inc. ("WCPS")
P.O. Box 1189
Bedford, TX 76095
Telephone: 1-800-228-2731

CONGRATULATIONS: Thank You for Your recent purchase of the WCPS Ultimate Service Agreement (the "Service Agreement"). We hope You enjoy the added comfort and protection this Service Agreement provides. Please keep this Service Agreement in a safe place along with the sales receipt/invoice You received when You purchased Your Product, as You may need them to verify Your coverage at the time of service. This information will serve as a valuable reference guide and will help You determine what is covered by the Service Agreement. From the day You purchase this Service Agreement, WCPS, the Administrator, will assist You in understanding Your Service Agreement benefits.

DEFINITIONS: Throughout this Service Agreement, the words "**We**", "**Us**" and "**Our**" means the party or parties obligated to provide service under this Service Agreement as the service agreement provider, AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038 (**Florida residents:** this Service Agreement is an agreement between You and Technology Insurance Company, Inc., (License No. 03605), 59 Maiden Lane, 6th Floor, New York, New York, 10038). The words "**You**" and "**Your**" refer to the purchaser of the Product(s) covered by this Service Agreement or to the person to whom this Service Agreement was properly transferred. "**Product**" means the item(s) which You purchased with and is covered by this Service Agreement. "**Failure**" means the mechanical or electrical breakdown of Your Product to perform its intended function due to defects in materials or workmanship during normal usage of Your Product. "**Deductible**" means the amount You are required to pay for repairs or replacements. This Service Agreement is administered by Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095 ("**WCPS**"). If You are a resident of Florida, this Service Agreement is administered by WCPS of Florida, Inc., License No. 80202 (together with WCPS, "**Administrator**"). Please contact the Administrator if You have any questions about this Service Agreement.

COVERED PRODUCTS:

Repair Plans: This Service Agreement covers Major Appliances, such as Washing Machines, Dryers, Dishwashers, Refrigerators, Freezers, Ranges, Cook Tops, Ovens, Microwave Ovens, and Air Conditioners, and Major Consumer Electronics, such as Televisions, Home Audio, Home Video, Mobile Devices and Cell Phones.

Exchange Plans: This Service Agreement covers eligible products purchased for less than five hundred (\$500.00) dollars, except Major Appliances and Major Consumer Electronics covered by the Repair Plans. Coverage shall commence immediately on the 31st day from the date of Product purchase for a total of 1 year or 2 years as indicated on Your sales receipt. In the event Your Product suffers a Failure following the 30th day from the date of product purchase, this Plan will replace Your original Product with a product of equal or similar features and functionality, though not necessarily the same brand. A replacement product may be new or refurbished. The Exchange Plan does not cover trip, labor or shipping charges.

We, at Our discretion, will replace components on products where applicable instead of the entire unit on products that consist of self-contained units and/or components, including but not limited to icemakers and rack system components.

For instructions on how to obtain a replacement product, please contact BrandsMart USA. This Plan is limited to one replacement during the lifetime of the Plan and is only available for products that were purchased for less than \$500.00. The Exchange Plan is not transferable,

NOTE: The Exchange Plan does not include Food Loss, Power Surge, Computers, laptops, cell phones, tablets or similar mobile devices.

PRODUCT ELIGIBILITY: This Service Agreement covers Products purchased as new or factory-refurbished manufactured for use in the United States and the manufacturer's warranty must provide a minimum of ninety (90) days parts and labor coverage. Coverage only applies to Products used non-commercially, unless You have purchased the optional Service Agreement for commercial coverage. Accessories and/or add-on options purchased separately and not essential to the basic function of the Product are not eligible for coverage.

DEDUCTIBLE:

Smartphone Plans: Each eligible claim for Your Product is subject to a non-refundable, fifty-dollar (\$50.00) Deductible; which shall be paid at the time repair or replacement of Your Product is approved by the Administrator. No Deductible shall apply to a covered Failure resulting from defects in materials or workmanship or normal wear and tear.

All other Plans: There is no Deductible required to obtain service on Your Product.

WHAT IS COVERED: We agree to repair or replace Your Product in the event Your Product is rendered inoperable due to a mechanical or electrical Failure during the term of this Service Agreement, if the Product is not covered under any other insurance, warranty, guarantee and/or Service Agreement. Parts used to repair or replace Your Product may be new, used, refurbished, and/or non-original manufacturer parts that perform to the factory specifications of Your Product.

This Service Agreement does not cover repair or replacement of the Product for any of the causes, or provide coverage for any losses set forth in the section entitled "**WHAT IS NOT COVERED**" below.

- This Service Agreement covers parts and labor costs to repair or replace Your Product in the event Your Product experiences a Failure, as defined; unless otherwise stated in the "**WHAT IS NOT COVERED**" section of this Service Agreement.
- Your coverage under this Service Agreement is effective beginning on the date You purchase Your Product or on the date Your original Product was delivered to You as stated on Your purchase receipt and will expire either one (1), two (2), three (3), four (4) or five (5) years from this effective date depending on the length of the Service Agreement You purchased and as stated on Your purchase receipt.
- This Service Agreement is inclusive of Your Product's manufacturer's warranty; it does not replace Your Product's manufacturer's warranty, but it does provide certain additional benefits as listed within this Service Agreement during the term of the manufacturer's warranty.
- Parts and services that are covered under the manufacturer's warranty during the manufacturer's warranty period or that are the subject of a manufacturer's recall are the responsibility of the manufacturer and are not covered under this Service Agreement.
- After the manufacturer's warranty expires, this Service Agreement continues to provide the benefits provided by the manufacturer's warranty (excluding any manufacturer's loaner program), as well as certain additional benefits as listed within this Service Agreement.
- If We determine, in Our sole discretion, that Your Product cannot be repaired, We will replace it with a Product of like kind and quality that is of comparable performance or reimburse You for replacement of the Product with a voucher or gift card, at Our discretion, equal to the current market value of the Product, as determined by Us, not to exceed the original purchase price of Your Product, excluding taxes subject to the "**Limits of Liability**" section of this Service Agreement.
- Technological advances may result in a replacement Product with a lower selling price than Your original Product. No refunds will be made based on the replacement Product cost difference. If Your Product is not repairable and a replacement Product is not available, We will reimburse You up to the original purchase price of Your Product, excluding taxes and less claims paid, if any, and this Service Agreement will be fulfilled and all obligations satisfied.
- Replacement parts or Products may be new or rebuilt to meet the manufacturer's specifications of the original Product at Our discretion. Our obligations under this Service Agreement will be fulfilled in their entirety if We replace Your Product with a new or refurbished Product or issue You a voucher or gift card for replacement value of Your Product pursuant to these terms and conditions.
- Parts and/or Products replaced under the terms and conditions of this Service Agreement become Our sole property, except where prohibited by law.
- If Your original Product was installed by BrandsMart USA as stated on the same purchase receipt as the one provided through the purchase of this Service Agreement, and You receive a replacement Product pursuant to these terms and conditions or it is necessary for Us to remove Your Product for it to be serviced, We will cover the delivery and installation costs for Your replacement Product or serviced Product exclusive of any and all parts such as mounting brackets, kits, etc. that may be needed to complete the installation.
- **SmartPhone Plan:** If You purchased a SmartPhone Plan, in the event of a covered claim, We will furnish or pay for labor and/or parts required to repair the Failure of Your Product due to the following causes during the term of this Service Agreement:
 - Accidental damage from handling ("ADH"), such as damage from drops, spills, and liquid damage associated with the handling and use of Your Product;
 - Normal wear and tear;
 - Defective battery; provided such battery is the original rechargeable unit supplied by the manufacturer of Your Product with Your initial purchase. Battery replacement: You are limited to one (1) battery replacement during the term of this Service Agreement.
 - Damaged or defective buttons or connectivity ports located on Your Product, if such damage or defect impacts the functionality of Your Product. **Cosmetic Damage is not covered under this Service Agreement.**

- Defective pixels when there are at least three (3) defective pixels throughout the display area on the screen of Your Product;
- Dust, internal overheating, internal humidity/condensation; or
- Defects in materials or workmanship.

Non-original manufacturer's parts of like kind and quality may be used if the original manufacturer's parts are unavailable. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to replace Your Product with a new, rebuilt or refurbished product of equal or similar features and functionality, though not necessarily same brand, or reimburse You for replacement of the Product. Replacement is limited to one (1) Product that includes the International Manufacturer's Equipment Identification (IMEI), the Electronic Serial Number (ESN) or the Mobile Equipment ID (MEID) of the wireless Product. Accessories that are not integral to the function of Your Product will NOT be provided with Your replacement Product. Should the replacement model differ from the original, a home charger will also be provided to You. In the event a replacement Product is not available in the same color as Your original Product, a different color model will be provided to You. If Your Product is replaced, We will have no further obligation to repair or replace Your Product and You will not be entitled to make any further claims under this Service Agreement.

OPTIONAL SERVICE AGREEMENTS:

Screen Protection Plan – if purchased, this Service Agreement will furnish labor and replacement parts necessary to replace Your covered screen should it become cracked or broken for reasons other than mechanical or electrical defects, failures, willful customer abuse or manufacturer defects. This Service Agreement is limited to two (2) screen replacements during the term of this Service Agreement. This coverage is not available on cell phones.

Commercial Plan – for Products used in a Commercial setting/environment (i.e. for use other than in a residential single-family setting), a Commercial Service Agreement is required. If purchased, this Service Agreement will furnish replacement parts and/or labor necessary to maintain Your covered Product that is used in a Commercial setting in those cases where the manufacturer's original warranty is null and void. For these Products, this Service Agreement will begin from day one (1) and continue for the period of time defined on Your sales receipt.

ADDITIONAL BENEFITS UNDER YOUR SERVICE AGREEMENT:

Food Loss - This feature will reimburse You for food loss (perishable items that require refrigeration) due to the mechanical failure of Your covered refrigerator or freezer. Request for service should be initiated within 24 hours from discovery of refrigeration failure. To receive coverage for food loss, the Failure of Your refrigerator or freezer must be due to a defect in the components of the appliance, excluding icemaker repairs. You will be reimbursed up to the limit of five dollars (\$5.00) per cubic foot of storage space and a maximum of two hundred dollars (\$200.00) per calendar year for a covered loss. To receive payment, You must have the appliance repaired by a service center authorized by the Administrator and submit the following: a copy of the repair order, an itemized list of food lost due to the lack of refrigeration, and proof of purchase for the replaced food.

Power Surge – This feature protects Your covered Product against damage or defects caused by a power surge up to a maximum of the replacement cost of the Product over the life of the contract while Your covered Product is properly connected to a surge protector approved by the Underwriter's Laboratory. Assuming appropriate connection to a UL-approved surge protector (not required for Major Appliances), if Your covered Product suffers damage from a power surge, You must first file a claim with the insurance carrier who provides Your homeowner's/renter's insurance and/or to the power surge manufacturer's insurance carrier for reimbursement of the cost to repair Your covered Product. The Administrator will reimburse any applicable carrier's deductible up to a \$1,000 limit once proof of a valid claim is provided.

Smartphone Battery Protection – If You purchased this Plan for a SmartPhone, Your Service Agreement provides protection against Failure of the covered Product's battery. This Service Agreement will provide one (1) replacement battery if Your original battery fails to perform to the original manufacturer's specification during the term of the Service Agreement. Battery protection does not cover the Charger for the Product.

No Lemon Guarantee – If We have completed three (3) service repairs for the same problem on an individual component of Your Product, which first began after the manufacturer's warranty period had expired (**"Qualifying Service Repairs"**), and if that Product component requires a fourth (4th) repair for the identical problem as determined by Us, We reserve the right to replace Your Product with one of equal or similar features and functionality, not necessarily same brand, not to exceed the original purchase price of Your Product, excluding shipping, handling, and taxes. Once a Product is replaced, then this Service Agreement is considered fulfilled and We shall have no further obligation to provide service under this Service Agreement. Preventative maintenance checks, cleaning, product diagnosis, customer education, consumer requested alignments, bulb replacements, troubleshooting and telephone diagnosis, no fault found diagnosis, accessory repairs/replacements, computer software related problems, and any unauthorized repairs done outside of the USA are not considered repairs for the purposes of this NO LEMON GUARANTEE. **Repair services performed while Your Product is under the manufacturer's warranty period are not considered Qualifying Service Repairs.** The original Product

and purchase receipts must be returned to BrandsMart USA along with authorized service repair receipts from three (3) separate completed service repairs to qualify. Keep Your service receipts. Copies of service receipts cannot be provided by Us.

Worldwide Service:

SmartPhone Plans Only: The coverage provided in this Service Agreement also applies when You travel overseas. If Your Product has a Failure, You may file a claim online at warranty.amtrustgroup.com/brandsmart/Login.aspx and obtain a claim authorization number and list of authorized service centers. You will then need to deliver the Product to an authorized service center, and submit to the Administrator a copy of the detailed service repair invoice that identifies Your Product, the claim authorization number, and a thorough description of the Failure and repair made. This documentation should be sent to the Administrator by fax at 1-800-723-1497 or via e-mail at internationalsupport@warrantech.com in order for reimbursement to be verified and processed. The Administrator will then provide reimbursement to You within five (5) business days of receipt of all necessary paperwork; provided a covered repair was performed.

All other Plans: Worldwide Service protects Your covered Product outside the manufacturer's warranty when You travel overseas. If Your Product needs repair overseas, You have three options to obtain a proper repair authorization number prior to work being performed. You can go to www.wcpsonline.com/brandsmart for live warranty support; email Us at internationalsupport@warrantech.com to leave a message for warranty support; or You may call collect, 817-571-7931. You will need to carry the covered Product into an authorized service center, have the service center provide an estimate for the repair and provide the estimate to the Administrator, using one of the options above, so total repair may be approved. You will submit payment to the service center and then submit to the Administrator a copy of the detailed service repair invoice that identifies the covered Product, the repair authorization number, and include a thorough description of the Failure and repair made. This documentation should be sent to WCPs, Attn: Claims Department, P.O. Box 1189, Bedford, Texas 76095. The Administrator will reimburse you within 30 days of receipt of all necessary paperwork, provided a covered repair was performed. Note: Worldwide Service does not include shipping or on-site service.

PLACE OF SERVICE: If Your Service Agreement includes **In-Home/On-Site Service**, We will arrange for Your Product to be serviced at Your residence, provided You have prepared the following provisions: (1) accessibility to the Product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Product. In the event it's necessary to continue certain repair services at the repair center, You may be required to ship/transport the Product to the designated repair center; in such circumstances, the shipping/transportation charges will be covered by this Service Agreement. In-Home/On-Site Service will be provided by the authorized service provider during regular business hours, local time, Monday through Friday, except holidays.

If Your Service Agreement includes **Depot Service**, You will be responsible for shipping and insurance of the Product to the designated Depot Center. We will pay for return shipping of the Product to Your residence. If Your Product qualifies for **Carry-In Service**, You are responsible for transporting Your Product to and from the designated service center. If We require You to ship Your Product, any shipping charges will be Your responsibility. If Your covered Service Agreement originally included Carry-In, Depot or Mail-In service but has been built-in and rendered as a permanent fixture inside or outside of Your residence and You are unable to transport or ship the Product in accordance with the terms and conditions of this Service Agreement, You will be responsible for the On-Site service call charge. The service call charge is payable to the servicer at the time of service. If Our diagnosis indicates that the failure is not covered by this Service Agreement, You may be responsible for all service fees incurred for such diagnosis. Televisions 40" and larger will receive **In-Home Service** as stated above; all Televisions smaller than 40" will be repaired at an authorized depot center. We will provide three (3) way shipping for Televisions designated for depot repair.

IF YOUR PRODUCT NEEDS REPAIR: If You need to file a claim under this Service Agreement, You must contact the Administrator at 1-800-228-2731 (available 24 hours a day) to obtain a repair authorization number prior to having any repairs made to Your Product. For on-line service or web chat, log onto www.WCPSONLine.com. For faster service, please have Your proof of Product purchase (sales receipt) available when You contact the Administrator. **THIS SERVICE AGREEMENT MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS.** When You receive authorization for repairs, the service representative will direct You to a designated service center. A copy of the proof of Product purchase (sales receipt), and a brief written description of the problem must accompany Your Product. We will not be liable for freight charges or damage due to improper packaging. Do not return Your Product to Your retailer unless so instructed by the Administrator. If Your Service Agreement expires during the time of an approved repair or replacement, this Service Agreement is extended until the repair or replacement has been completed.

LIMITS OF LIABILITY: SmartPhone Plans Only: For any single claim, the limit of liability under this Service Agreement is the lesser of the cost of (1) authorized repairs or (2) replacement with a new or refurbished product of like kind and quality, not necessarily the same brand, that is of comparable performance.

The total liability for all claims under this Service Agreement is the Manufacturers' Suggested Retail Price (MSRP) of the Product. Technological advances may result in a replacement Product with a lower MSRP than Your original Product. No refunds will be made based on the replacement Product cost difference.

All other Plans: For any single claim, the limit of liability under this Service Agreement is the lesser of the cost of (1) authorized repairs, (2) replacement with a new or refurbished product of like kind and quality, not necessarily same brand, that is of comparable performance, or (3) reimbursement for authorized repairs or replacement.

The total liability for all claims under this Service Agreement is the current market value of the Product, as determined by Us, not to exceed the original purchase price of Your Product, excluding taxes and less claims paid. Technological advances may result in a replacement Product with a lower selling price than Your original Product. No refunds will be made based on the replacement Product cost difference. If Your Product is not repairable and a replacement Product is not available, We will reimburse You up to the original purchase price of Your Product, excluding taxes and less claims paid, if any, and this Service Agreement will be fulfilled and all obligations satisfied.

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. WE SHALL NOT BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE AGREEMENT, INCLUDING INHERENT PRODUCT FLAWS.

WHAT IS NOT COVERED: This Service Agreement does not cover:

- **Damage to Your Product caused by accident, abuse, neglect, physical damage (unless Screen Protection has been purchased), misuse (including faulty installation, repair, or maintenance by anyone other than an authorized service provider, use and care outside manufacturer's specifications), unauthorized modification, extreme environment (including extreme temperature or humidity), external condensation, complete submersion in liquid (e.g., pool, bathtub, etc.), warping, bending, lightning, fire, smoke, sand, flood, wind, storm, earthquake, rust, corrosion, insect infestation, rodents, war, terrorism, Acts of God or other external causes;**
- **Products that have been lost or stolen (this Service Agreement only covers Products that are returned to us in their entirety); cosmetic damage to Your Product including but not limited to scratches, dents and broken plastic on parts, that does not otherwise affect its functionality or materially impair Your use;**
- **Products with a Serial Number that have been altered, defaced or removed; problems caused by a device that is not Your Product, including equipment purchased at the same time as Your Product; controllers, consumable parts, such as batteries, unless expressly provided for herein, damage to, or loss of any software or data residing or recorded in Your Product (when providing repair or replacement service, We will use reasonable efforts to reinstall Your Product's original software configuration and subsequent update releases, but will not provide any recovery or transfer of software or data contained on the serviced unit not originally included in Your Product);**
- **Failures or parts and/or labor costs incurred as a result of a manufacturer's recall; fees or costs related to third-party contracts, consequential or incidental damages, including but not limited to loss of use, loss of business, loss of profits, loss of data, downtime, charges for time and effort, "no problem found" diagnoses, or failures that occurred prior to the purchase of this Service Agreement;**
- **Products used for commercial purposes, unless expressly stated on Your purchase receipt that this is a Commercial Service Agreement;**
- **Personal items left in the Product (You are responsible for removing all personal items from the Product before service is performed); parts and services covered under Your Product's manufacturer's warranty; remote control reprogramming; damage due to contact with any human or animal bodily fluids, or secondary damages;**
- **More than one (1) bulb replacement for DLP, Projection LCD TV's and Home Theater Projectors of Your original bulb during the entire term of this Service Agreement;**
- **Units that fall from extreme heights such as decks, balconies, or out of windows, units that have been run over or that fall from moving vehicles, damage from liquid immersion/submersion or any other secondary damage;**
- **If the Product is covered under any other insurance, warranty, guarantee and/or Service Agreement, regardless of their ability to pay for such claims;**
- **Any malfunctions, failure or damage that would not be covered by the original manufacturer's warranty;**
- **Interruption of gas or electrical service, signal reception or transmission problems resulting from external**

causes, and/or loss of power, improper use of electrical/power, power "brown-out", power overload or power surge, unless covered as further defined in the Special Features section of this Service Agreement; and

- Normal periodic or preventative maintenance, user education, set-up and adjustments.

OUR RIGHT TO RECOVER PAYMENT: If You have a right to recover against another party for anything We have paid under this Service Agreement, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

CANCELLATION: You may cancel this Service Agreement by informing the selling retailer of Your cancellation request within thirty (30) days of the purchase of the Service Agreement, and You will receive a one-hundred percent (100%) refund of the full purchase price of Your Service Agreement. If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price, minus the cost of repairs made (if any), and minus an administrative fee not to exceed 10% of the Service Agreement purchase price or twenty-five dollars (\$25.00), whichever is less, unless otherwise provided by state law.

If We cancel this Service Agreement, We must provide You with a written notice at least 15 days prior to cancellation at Your last known e-mail address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Service Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata purchase price of this Service Agreement.

GUARANTY: This is not an insurance policy. We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any valid claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after the Product has been returned, or in the event You cancel this Service Agreement and We fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 6th Floor, New York, NY 10038.

IMPORTANT CONSUMER INFORMATION: If Your Product is exchanged by the manufacturer or retailer, You must advise the Administrator in writing at P.O. Box 1189, Bedford, TX 76095 Attn: Data Entry or call 1-800-228-2731 with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original contract expiration date.

TRANSFERS: If You transfer ownership of Your Product, this Service Agreement may be transferred by sending to the Administrator, at the address above, the name, address, and phone number of the new owner within 10 days of the transfer. The cancellation provisions in this agreement only apply to the original purchaser of this Service Agreement.

ENTIRE AGREEMENT: This Service Agreement, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for Your Product, constitutes the entire agreement and no representation, promise or condition not contained herein shall modify these items, except as required by law.

TO RENEW THIS SERVICE AGREEMENT: To renew Your coverage; please call 1-800-228-2731 on or before the expiration date of this Service Agreement. Renewal prices will reflect the age of Your Product, current service costs, and repair experience of the product model. Renewal prices will be available from the Administrator upon request at time of renewal. **Note: not all Products are eligible for renewal.**

SPECIAL STATE REQUIREMENTS

Regulation of Service Agreements may vary widely from state to state. Any provision within this Service Agreement which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

Alabama only: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. AMT Warranty Corp. is the Provider under this Service Agreement.

Arizona only: CANCELLATION - No claims incurred or paid will be subtracted from any refund. **WHAT IS NOT COVERED** - We shall not provide coverage only for those specifically listed items in the "WHAT IS NOT COVERED" section. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Agreement.

Arkansas only: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement

to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

California only: This Service Agreement may be cancelled by the Service Agreement holder for any reason, including, but not limited to, the Product covered under this Service Agreement being sold, lost, stolen or destroyed. If You decide to cancel Your Service Agreement, and cancellation notice is received by the Administrator within thirty (30) days for a home appliance or a home electronic or within sixty (60) days for all other Products of the date You received the Service Agreement, and You have made no claims against the Service Agreement, you will be refunded the full Service Agreement price; or if Your Service Agreement and cancellation notice is cancelled by written notice after thirty (30) days for a home appliance or a home electronic or after sixty (60) days for all other Products from the date You received this Service Agreement, You will be refunded a pro-rated amount of the Service Agreement price, less any claims paid, less an administrative fee of ten percent (10%) of the Service Agreement price or \$25, whichever is less, unless otherwise precluded by law.

Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Service Agreement Administrator and AMT Warranty Corp. (License No. SA-42) is the Obligor for this Service Agreement.

Connecticut only: In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty Service Agreement. You may cancel Your Service Agreement if the covered Product is sold, lost, stolen, or destroyed. **CANCELLATION** - If We cancel this Service Agreement for non-payment, We must provide You with a written notice at least ten (10) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Service Agreement for any other reason, We must provide You with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. **SERVICE AGREEMENT HOLDER'S RESPONSIBILITY:** It is the responsibility of the Service Agreement holder to follow the manufacturer's specifications for the use and care/maintenance of the covered **Product**.

Florida only: This Service Agreement is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. You may cancel Your Service Agreement by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Agreement is canceled by You, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Agreement is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium. The rates charged to You for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

Georgia only: The Administrator may not cancel this Service Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If You request cancellation more than 30 days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price, less an administrative fee not to exceed 10% of the pro-rata refund amount or \$25.00, whichever is less. This Service Agreement will be interpreted and enforced according to the laws of the state of Georgia. In no event will any claims be deducted from a refund. **LIMITS OF LIABILITY** – is amended as follows: In no event will claims paid be deducted under the Limits of Liability. **PRE-EXISTING** - Any reference to Pre-existing conditions within this Service Agreement is amended as follows: Pre-existing conditions known to You. The following amends the **IF YOUR PRODUCT NEEDS REPAIR** section of this Service Agreement: This Service Agreement will not become void if You make unauthorized repairs. However, this Service Agreement will provide no coverage if You make unauthorized repairs.

Hawaii only: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

Illinois only: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Service Agreement.

Indiana only: Your proof of payment to the issuing vendor for this Service Agreement shall be considered proof of payment to the insurance company which guarantees Our obligations to You. **PRE-EXISTING:** Any reference to Pre-existing conditions within this Service Agreement is amended as follows: Pre-existing conditions known by You.

Maine only: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. If We cancel this Service Agreement, We shall

mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation.

Maryland only: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

Massachusetts only: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. If We cancel this Service Agreement, We shall mail a written notice to You at Your last known address at least five (5) days prior to cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You to the provider or a substantial breach of duties by You relating to the covered product or its use.

Minnesota only: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

Missouri only: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price. No cancellation fee will apply. In no event will claims paid be deducted from a cancellation refund.

Montana only: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

Nevada only: This Service Agreement is not renewable. If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not processed within forty-five (45) days, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. The Provider of this Service Agreement may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Agreement for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If the Provider cancels Your Service Agreement You will be entitled to a pro-rata refund of the unearned Service Agreement fee, no administrative fee will be deducted. No cancellation of this Service Agreement may become effective until at least fifteen (15) days after the notice of cancellation is mailed to You at Your last known physical address. If Your Service Agreement was financed, the outstanding balance will be deducted from any refund. In no event will claims be deducted from any refund. The following amends the **IF YOUR PRODUCT NEEDS REPAIR** section of this Service Agreement: This Service Agreement will not become void if You make unauthorized repairs. However, unauthorized repairs will not be covered under this Service Agreement.

Emergency Service for covered Products that provide heating or cooling of Your dwelling: If the covered Product You purchased provides heating or cooling for Your dwelling, and You sustain a failure of such Product that renders Your dwelling uninhabitable, repairs will commence within twenty-four (24) hours after You report the failure and will be completed as soon as reasonably possible. In addition, We will provide a status report no later than three (3) calendar days after the report of a claim. Please call 1-800-228-2731 to report such a loss.

New Hampshire: In the event You do not receive satisfaction under this Service Agreement, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261.

New Mexico only: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within sixty (60) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. The Provider of this Service Agreement may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Agreement for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

New York only: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within thirty (30) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

North Carolina only: We may cancel this Service Agreement only for non-payment of the purchase price of the Service Agreement or a direct violation of the Service Agreement by You.

Oklahoma only: This service warranty applies to consumer appliance or electronic Products. This service warranty is not issued by the manufacturer or wholesale company marketing the Product. This service warranty will not be honored by such manufacturer or wholesale company. The Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** - The cancellation section of this contract is deleted in its entirety and replaced with the following: If You cancel this service warranty within the first thirty (30) days and no claim has been authorized or paid within the first thirty (30) days, We will refund the entire service warranty contract purchase price. If You cancel this service warranty after the first thirty (30) days, or have made a claim within the first thirty (30) days, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty contract. If We cancel this service warranty, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium less the actual cost of any service provided under the service warranty contract. The following amends the **IF YOUR PRODUCT NEEDS REPAIR** section of this Service Agreement: This Service Agreement will not become void if You make unauthorized repairs. However, this Service Agreement will provide no coverage if You make unauthorized repairs.

Oregon Only: This Service Agreement is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038, (866) 327-5818 and You.

South Carolina only: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. If You have any questions regarding this Service Agreement, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

Texas only: Warrantech Consumer Product Services, Inc. Service Contract Administrator No. 187. If You have any questions regarding the regulation of the Service Agreement Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. You may return this Service Agreement within thirty (30) days of the date of purchase of this Service Agreement. If this Service Agreement is cancelled within the first thirty (30) days, We will refund the entire Service Agreement charge, less claims paid. If this Service Agreement is cancelled after the first thirty (30) days, You will receive a pro-rata refund less a twenty-five dollar (\$25.00) administrative fee and less claims paid. A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of Your return of the Service Agreement to the provider. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Agreement is canceled. These provisions apply only to the original purchaser of the Service Agreement. If We cancel this Service Agreement, We shall mail a written notice to You at the last known address held by Us before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, fraud or a material misrepresentation by the Service Agreement Holder to the provider or the provider's administrator, or a substantial breach of duties by the Service Agreement Holder relating to the covered product or its use. If We cancel this Service Agreement, no cancellation fee shall apply.

Utah only: The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038, 866-268-8279. Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association. We may only cancel this Service Agreement for material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Agreement for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. If We cancel this Service Agreement material misrepresentation of a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice. This Service Agreement or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Washington only: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within thirty (30) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least 21 days prior to cancellation with the

effective date for the cancellation and the reason for cancellation. What is Not Covered from coverage are limited to those expressly stated under the **"WHAT IS NOT COVERED"** section above. You may file a claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 6th Floor, New York, NY 10038 or 866-505-4048.

Wisconsin only: THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. You may cancel this Service Agreement at any time. If You cancel this Service Agreement within thirty (30) days of the date of purchase, the Administrator shall return one hundred percent (100%) of the purchase price less actual costs or charges needed to issue and service the Service Agreement. In no event will claims be deducted from a refund. Unauthorized repairs may not be covered. **Notice and Proof of Loss:** Provided notice of proof of loss is furnished as soon as reasonably possible and within one (1) year, failure to furnish such notice or proof within the time required by the policy does not invalidate or reduce a claim unless WCPS is prejudiced thereby and it was reasonably possible to meet the time limit.

Wyoming only: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. If We cancel this Service Agreement, We shall mail a written notice to You at Your last known address at least ten (10) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You to the provider or a substantial breach of duties by You relating to the covered product or its use.

These terms & conditions are available on Our Website at www.wcpsonline.com/BrandsMart or Call 1-800-228-2731 to have a copy mailed to You.