

**Service Contract 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 BrandsMart Watch Program ("Service Contract"). We hope You enjoy the added comfort and protection this Service Contract provides. Please keep this Service Contract in a safe place along with the sales receipt/invoice that You received when You purchased this plan, as You will 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 this Service Plan. From the day You purchase this Service Contract, Warrantech Consumer Product Services, Inc., the Administrator, will assist You in understanding Your Service Contract benefits.

**DEFINITIONS:** Throughout this Service Contract, the words "**We**", "**Us**" and "**Our**" means the party or parties obligated to provide service under this Service Contract as the service agreement provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038 (Florida residents: this Service Contract is an agreement between You and Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 43rd Floor, New York, New York, 10038). The words "**You**" and "**Your**" refer to the purchaser of the Product(s) covered by this Service Contract. "**BrandsMart USA ("BrandsMart")**" refers to the retailer from whom You purchased the Product and Service Contract. "**Product**" means the item(s) which You purchased with and is covered by this Service Contract. "**Deductible**" means the amount You are required to pay for covered services (if any). "**Term**" means the period of time in which the provision of this Service Contract is valid, subject to the LIMIT OF LIABILITY and CANCELLATION sections. This Service Contract is administered by Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095 ("**WCPS**" or "**Administrator**") (if You are a resident of Florida, this Service Contract is administered by WCPS of Florida, Inc. under License No. 80202). Please contact the Administrator if You have any questions about this Service Contract.

**PRODUCT ELIGIBILITY - MAINTENANCE AND INSPECTIONS:** You must perform all of the care and maintenance for the Product as required by any applicable underlying warranties/guarantees to maintain the Product in usable and wearable condition, as provided in said warranties/guarantees; including but not limited to, inspection of the Product by Us or the original retailer or their agent. Damage resulting from failure to comply with recommended services and/or maintenance under such warranties/guarantees is not covered by this Service Contract. All care, maintenance, and inspection services must be performed by BrandsMart, or by a service center authorized by Us, for coverage under this Service Contract to be valid; otherwise, THIS SERVICE CONTRACT WILL NOT PROVIDE COVERAGE.

**SERVICE CONTRACT TERM:** Your Term begins on the date in which the covered Product was purchased, as shown on Your sales receipt, and ends after completion of the number of years shown on Your sales receipt.

**WHAT IS COVERED:** We agree to provide the necessary materials and labor costs to repair Your Product to a usable and wearable condition; provided, such repair is necessitated by Product wear during normal usage of the Product under the conditions for which it was designed. Coverage includes failure of the movement and all of the watch components, as well as the crown, dial, hands, marker and water resistant pressure. In addition, for a sophisticated personal device (such as a "smart watch" or fitness band), coverage includes damaged or defective buttons or connectivity ports located on the Product, if such damage impacts the functionality of the Products, and defective pixels within the display area, when such defect significantly impairs the Product's functionality. At Our sole discretion, We may repair the Product, reimburse You for authorized repairs, or replace the Product; provided, the Product is not covered under any other insurance, warranty, guarantee and/or service agreement. Materials used to repair or replace Your Product may be non-original manufacturer parts of like kind and quality. Nothing herein shall obligate Us to repair or replace materials resulting from excessive or abusive treatment of the covered Product other than normal wear and tear or accidental damage from handling ("ADH"). This Service Contract does not replace, but supplements, any other warranties/guarantees applicable to the covered Product. This Service Contract does not cover repair or replacement of the Product for any of the causes, or provide coverage for any of the losses, set forth in the sections entitled "**WHAT IS NOT COVERED**" further below.

Coverage also includes water damage and/or broken crystals resulting from accidental damage from handling. Replacement for loss of stones from bezel resulting from ADH is limited to a maximum of .10 carat in size.

**WHAT IS NOT COVERED UNDER THIS PLAN:** (1) INHERENT PRODUCT DEFECTS OR FLAWS; (2) LOSS OF DIAMONDS, GEMSTONES OR OTHER MATERIALS FROM BEZEL GREATER THAN .10 CARAT; (3) REPAIR OR REPLACEMENT OF SCRATCHED CRYSTALS; (4) ROLEX BRAND WATCHES; (5) ANY PRODUCT WITH AN MSRP OF \$1,000 OR GREATER; (6) COSMETIC DAMAGE TO THE CASE,

BRACELET, BAND OR STRAP; (7) OPERATIONAL ERRORS; (8) SCREEN IMPERFECTIONS, PIXEL BURNOUT OR OTHER IMAGE FAILURE CAUSED BY THE USE OF THE PRODUCT IN A MANNER THAT IS INCONSISTENT WITH THE MANUFACTURER'S SPECIFICATIONS; OR (9) REPAIR OR REPLACEMENT OF THE BATTERY.

**DEDUCTIBLE:** There is no Deductible required to obtain service on Your Product.

**LIMIT OF LIABILITY:** The total amount that We will pay for repairs or replacement made in connection with all claims that You make pursuant to this Service Contract shall not exceed the original purchase price of Your Product, less all applicable taxes. In the event We make payments for repairs, which in the aggregate, are equal to the original purchase price of Your Product or We replace Your Product, We will have no further obligations under this Service Contract. IN NO EVENT SHALL THE TOTAL OF ALL CLAIMS OR REPLACEMENT EXCEED THE ORIGINAL PRICE PAID BY YOU FOR THE COVERED PRODUCT.

**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 DAMAGE OF ANY PRODUCT 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 CONTRACT, INCLUDING INHERENT PRODUCT FLAWS.**

**TERM OF COVERAGE:** Coverage begins on the date of Product purchase and continues for the period of time defined on Your sales receipt. This Service Contract is inclusive of the client return policy and manufacturer's warranty; it does not replace the client return policy or manufacturer's warranty, but provides certain benefits during their term. During the client return policy or manufacturer's warranty period, any materials, labor or shipping costs covered by the client return or warranty are the sole responsibility of the client or manufacturer. Upon expiration of the client return policy or the shortest portion of the manufacturer's original or factory-refurbished materials and/or labor warranty, this Service Contract continues to provide many of the manufacturer's benefits as well as certain additional benefits listed within this Service Contract, and will furnish replacement materials and/or labor necessary to restore Your covered Product to standard manufacturer's condition. This Service Contract no longer provides coverage if the Product is used as a trade-in toward another item; a new Service Contract will need to be purchased on the new item.

**IF YOUR PRODUCT NEEDS REPAIR:** If You need to file a claim under this Service Contract, You must contact the Administrator at 1-(800) 228-2731 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.MyProtectionPlan360.com/BrandsMart](http://www.MyProtectionPlan360.com/BrandsMart)). For faster service, please have Your proof of Product purchase (sales receipt) available when You contact the Administrator. THIS SERVICE CONTRACT MAY PROVIDE NO COVERAGE 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 damage due to improper packaging by You or Your representative. Do not return Your Product to the retailer unless so instructed by the Administrator. If Your Service Contract expires during the time of an approved repair or replacement, this Service Contract is extended until the repair or replacement has been completed.

You are responsible for transporting Your Product to and from the service center designated by the Administrator. If We require You to ship Your Product, any shipping charges to and from the service center designated by the Administrator will be paid by Us.

**WHAT IS NOT COVERED:** THIS SERVICE CONTRACT DOES NOT COVER REPAIR OR REPLACEMENT OF THE PRODUCT FOR ANY OF THE FOLLOWING CAUSES, OR PROVIDE COVERAGE FOR ANY OF THE FOLLOWING LOSSES: (1) DAMAGE FROM MISUSE, ABUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE COVERED PRODUCT, UNAUTHORIZED PRODUCT REPAIRS, MODIFICATION OR ALTERATIONS, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS, THIRD PARTY ACTIONS (FIRE, COLLISION, VANDALISM, THEFT, ACTS OF GOD, ETC.); (2) DAMAGE OR LOSS RESULTING FROM FAILURE TO OBTAIN MAINTENANCE OR INSPECTIONS REQUIRED BY THE ORIGINAL MANUFACTURER'S WARRANTY, RETAILER'S WARRANTY, OR THIS SERVICE CONTRACT; (3) DAMAGE OR LOSS RESULTING FROM THE FAILURE TO OBTAIN REPAIRS REQUIRED TO MAINTAIN THE INTEGRITY OF THE COVERED PRODUCT; (4) DAMAGE COVERED BY OTHER INSURANCE; (5) DAMAGE WHICH IS NOT REPORTED WITHIN 30 DAYS AFTER EXPIRATION OF THIS SERVICE CONTRACT; (6) PHYSICAL LOSS (MISPLACEMENT) OF THE COVERED PRODUCT OR THEFT, MISPLACEMENT, RECKLESS/ABUSIVE OR WILLFUL/INTENTIONAL CONDUCT ASSOCIATED WITH HANDLING AND USE OF THE PRODUCT; (7) COSMETIC OR OTHER DAMAGE THAT DOES NOT AFFECT THE PRODUCT'S FUNCTIONALITY; OR (8) IMPROPER PACKING / TRANSPORTATION BY YOU OR YOUR REPRESENTATIVE RESULTING IN DAMAGE DURING SHIPMENT TO A SERVICE CENTER.

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS SERVICE PLAN DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO YOUR PRODUCT,

AND WE ARE UNABLE TO TRANSFER SUCH TO ANY REPLACEMENT DEVICE THAT MAY BE PROVIDED TO YOU. IN NO EVENT SHALL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM YOUR DEFECTIVE PRODUCT.

IF YOUR PRODUCT EXPERIENCES A FAILURE OR DAMAGE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SERVICE PLAN, OR IN THE EVENT A REPAIR ORDER RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS FROM THE MANUFACTURER OR A MANUFACTURER-AUTHORIZED REPAIR SOURCE, YOU MAY BE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS.

**OUR RIGHT TO RECOVER PAYMENT:** If You have a right to recover against another party for anything We have paid under this Service Contract, 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 Contract by informing the Administrator of Your cancellation request within 30 days of the purchase of the Service Contract and You will receive a 100% refund of the full purchase price of this Service Contract paid by You, less any claims paid by Us. If Your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Service Contract purchase price paid by You, less any claims paid by Us.

If We cancel this Service Contract, We may only cancel for the following reasons: 1) non-payment of the Service Contract fee; 2) material misrepresentation by You to Us; or 3) a substantial breach of duties by You under this Service Contract in relation to the covered Product or its use. Additionally, We must provide You written notice at least 15 days prior to the effective date of cancellation; such notice will be sent to Your current email address in Our file (or physical address if necessary), with the effective date of cancellation and reason for cancellation. If We cancel this Service Contract, You will receive a refund based upon one-hundred percent of the unearned pro-rata purchase price of this Service Contract paid by You, minus any claims paid by Us.

**GUARANTY:** This is not an insurance policy. We have obtained an insurance policy to insure Our performance under this Service Contract. Should We fail to pay any claim or fail to replace the Product covered under this Service Contract within sixty (60) days (thirty (30) days in Arizona) after the Product has been returned or, in the event You cancel this Service Contract, and We fail to refund the unearned portion of the Service Contract price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

**RENEWABILITY:** This Service Contract is not renewable.

**TRANSFERS:** This Service Contract is only for the benefit of the original purchaser of this Service Contract or for a one-time gift recipient. For a gift recipient, the original sales receipt/invoice for the Product showing a line item purchase of the Service Contract must also be provided to the recipient by the original purchaser in order for coverage under this Service Contract to be valid. It is not transferable to anyone else.

**IMPORTANT CONSUMER INFORMATION:** If the covered 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 expiration date of this Service Contract. The cancellation provisions of this Service Contract apply only to the original purchaser of this Service Contract.

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

**SPECIAL STATE REQUIREMENTS: Regulation of Service Contracts may vary widely from state to state. Any provision within this Service Contract 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 Contract was purchased in one of the following states and supersede any other provision within Your Service Contract terms and conditions to the contrary.**

**Alabama:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request 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 Contract. 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 Contract.

**Arizona: CANCELLATION** - If You request cancellation within 30 days of the purchase of this Service Contract and have no paid or approved claims, You will receive a 100% refund of the Service Contract purchase price paid by You. If Your cancellation request is made after 30 days of the purchase date of this Service Contract or You have paid or approved claims, You will receive a pro-rata refund of the Service Contract purchase price paid by You. 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** - Any reference to Pre-existing conditions within this Service Contract is amended as follows: Pre-existing conditions known to You.

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

**California:** This Service Contract may be cancelled by the Service Contract holder for any reason, including, but not limited to, the Product covered under this Service Contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Contract, and Your cancellation notice is received by the Administrator within sixty (60) days of the date You received the Service Contract, and You have made no claims against the Service Contract, You will be refunded the full Service Contract price; or if Your Service Contract is cancelled by written notice after sixty (60) days from the date You received this Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any claims paid. Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Service Contract Administrator and AMT Warranty Corp. (License No. SA-42) is the Obligor for this Service Contract.

**Connecticut:** 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 Contract. You may cancel Your Service Contract if the covered Product is sold, lost, stolen, or destroyed. **SERVICE CONTRACT HOLDER'S RESPONSIBILITY:** It is the responsibility of the Service Contract holder to follow the manufacturer's specifications for the use and care/maintenance of the covered Product.

**Florida:** This Service Contract is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. You may cancel Your Service Contract by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Contract 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 Contract 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 less any claims that have been paid or less the cost of repairs made on Your behalf. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia: CANCELLATION** - If You request cancellation within 30 days of the purchase of this Service Contract and have no paid or approved claims, You will receive a 100% refund of the Service Contract purchase price paid by You. If Your cancellation request is made after 30 days of the purchase date of this Service Contract or You have paid or approved claims, You will receive a pro-rata refund of the Service Contract purchase price paid by You. No claims incurred or paid will be subtracted from any refund. The Administrator may not cancel this Service Contract 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. This Service Contract will be interpreted and enforced according to the laws of the state of Georgia. **PRE-EXISTING** - Any reference to Pre-existing conditions within this Service Contract is amended as follows: Pre-existing conditions known to You.

**Hawaii:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after You cancellation request 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 Contract.

**Indiana:** Your proof of payment to the issuing vendor for this Service Contract 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 Contract is amended as follows: Pre-existing conditions known to You.

**Maine:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request 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 Contract.

**Maryland:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request 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 Contract.

**Minnesota:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request 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 Contract.

**Missouri:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request 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 Contract. If Your cancellation request is made more than thirty (30) days from the date of purchase or You have paid or approved claims within thirty (30) days of the date of purchase, You will receive a pro-rata refund of the Service Contract purchase price. In no event will claims paid be deducted from any refund.

**Nevada:** This Service Contract is not renewable. If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not processed within forty-five (45) days, a penalty of ten percent (10%) of the Service Contract price 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 Contract. If You request cancellation within 30 days of the purchase of this Service Contract and have no paid or approved claims, You will receive a 100% refund of the Service Contract purchase price paid by You. If Your cancellation request is made after 30 days of the purchase date of this Service Contract or You have paid or approved claims, You will receive a pro-rata refund of the Service Contract purchase price paid by You. No claims incurred or paid will be subtracted from any refund.

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

**New Mexico:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within sixty (60) days after Your cancellation request 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 Contract.

**New York:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within thirty (30) days after Your cancellation request 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 Contract.

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

**Oklahoma:** 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.

**Oregon:** This Service Contract is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818 and You.

**South Carolina:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after return of the Service Contract 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 Contract. If You have any questions regarding this Service Contract, 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:** Warrantech Consumer Product Services, Inc. Service Contract Administrator No. 187. If You have any questions regarding the regulation of the Service Contract 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 Contract within thirty (30) days of the date of purchase of this Service Contract. If this Service Contract is cancelled within the first thirty (30) days, We will refund the entire Service Contract charge, less claims paid. If this Service Contract is cancelled after the first thirty (30) days, You will receive a pro-rata refund less any claims paid by Us. 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 Contract 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 Contract is canceled. These provisions apply only to the original purchaser of the Service Contract. If We cancel this Service Contract, 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 Contract Holder to the provider or the provider's administrator, or a substantial breach of duties by the Service Contract Holder relating to the covered product or its use. If We cancel this Service Contract, no cancellation fee shall apply.

**Utah:** The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-327-5818. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. We may only cancel this Service Contract 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 Contract for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. If We cancel this Service Contract material misrepresentation of a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. If You need to file a claim under this Service Contract, You must obtain authorization by submitting a claim by calling the Administrator at 1-877-319-8997. If a repair or replacement occurs when the Administrator's office is closed, You may follow these claims procedure without prior authorization. However, You must call the Administrator as soon as reasonably possible. Failure to call in and report the claim may result in non-payment.

**Washington:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within thirty (30) days after return of the Service Contract 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 Contract. In the event We cancel this Service Contract, We will mail a written notice to You at Your last known address at least twenty-one (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, 43rd Floor, New York, NY 10038 or 866-505-4048. The State of Washington is the jurisdiction for any civil action in connection with this Contract.

**Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** You may cancel this Service Contract at any time. We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Contract, We shall mail a written notice to You at Your last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. If this Service Contract is canceled within thirty (30) days of the date of purchase and no claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If the refund is not paid or credited within forty-five (45) days after return of the Service Contract to Us, We shall pay a ten percent (10%) per month penalty of the refund amount outstanding which We shall add the amount of the refund.

For Service Contracts canceled subsequent to the period stated in the preceding paragraph or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rate provider fee, less any claims paid and less a cancellation fee not to exceed ten percent (10%) of the Service Contract purchase price paid. If You request cancellation due to a total loss of Your product which is not covered by a replacement under the terms of Your Service Contract, the

Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid. Unauthorized repairs may not be covered. The **GUARANTY** section is deleted and replaced as follows: Our obligations under this Service Contract are insured under a service contract reimbursement insurance policy. Should We fail to pay any claim or fail to replace the product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract purchase price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract.

**Wyoming:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after return of the Service Contract 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 Contract. If We cancel this Service Contract, 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 the Administrator's website at [www.MyProtectionPlan360.com/BrandsMart](http://www.MyProtectionPlan360.com/BrandsMart) or Call 1-(800) 228-2731 to have a copy mailed to You.*