

SERVICE CONTRACT TERMS & CONDITIONS

Administrator: Warrantech Consumer Product Services, Inc.
P.O. Box 1189
Bedford, TX 76095
Telephone: 1-800-228-2731

FOR FAST CLAIMS SERVICE VISIT:
www.MyProtectionPlan360.com/BrandsMart

CONGRATULATIONS! Thank You for Your recent purchase of the BrandsMart Top Tech Wireless Protection Plan (the “Service Contract” and “Your Plan”). We hope You enjoy the added comfort and protection this Service Contract provides. Please keep this document in a safe place along with the sales receipt/invoice that You received when You purchased this Service Contract, 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 Contract. From the day You purchase this Service Contract the Administrator will assist You in understanding Your Service Contract benefits.

DEFINITIONS

Throughout this Service Contract, the following capitalized words have the stated meaning –

“We”, “Us”, “Our”: the party or parties obligated to provide service under this Service Contract as the service contract 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). “Administrator”: the entity responsible for administering benefits to You in accordance with the Service Contract terms and conditions, Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095 (Florida Residents: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202). “Retailer”: the seller that has been authorized by Us to sell this Service Contract to You, who is BrandsMart USA. “You”, “Your”: the purchaser/owner of the Covered Device(s) covered by this Service Contract. “Covered Device” and “Device”: means the mobile communications product (that includes the International Manufacturer’s Equipment Identification (IMEI), the Electronic Serial Number (ESN) or the Mobile Equipment ID (MEID) of the mobile communications product) that is covered by this Service Contract. “MSRP”: the manufacturer’s suggested retail price for the Covered Device. “Term”: the period of time in which the provisions of this Service Contract are valid. “Failure”: the mechanical or electrical breakdown of Your Covered Device to perform its intended function including defects in materials or workmanship and normal wear and tear; occurring during normal use of the Covered Device. “Power Surge”: damages to the Covered Device resulting from an oversupply of voltage to Your Covered Device while properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Covered Device to a power source. “Claim”: a demand for payment in accordance with this Contract sent by You. “Deductible”: the amount You are required to pay, per Claim, for services covered under this Service Contract (if any). “Abuse”: the intentional treatment of the Covered Device in a harmful, injurious, malicious or offensive manner which results in its damage and/or failure. “Cosmetic Damage”: damages or changes to the physical appearance of the Covered Device that does not impede or hinder the Covered Device’s normal operational function; such as scratches, abrasions, or changes in color, texture, or finish. “Pre-Existing Condition”: a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of Your Covered Device before this Service Contract was purchased.

Please contact the Administrator if You have any questions about this Service Contract.

PRODUCT ELIGIBILITY

This Service Contract covers Devices purchased as new or factory-refurbished and manufactured for use in the United States; which at the time of purchase included a manufacturer’s warranty valid in the United States, and are not covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined herein. Accessories, external peripheral devices and/or add-on options that attach to Your Covered Device are not covered under this Service Contract; except as specifically stated under the “WHAT IS COVERED-GENERAL” section below.

SERVICE CONTRACT TERM

EFFECTIVE DATE OF COVERAGE: Coverage for damages to Your Device resulting from Power Surge or any benefits specifically outlined in the “ADDITIONAL BENEFITS” section, begins on the date of Covered Device purchase or delivery (if different from Covered Device purchase date), and continues for the Term shown on Your sales receipt. Coverage for a Failure, as defined, begins upon expiration of the shortest portion of the manufacturer’s original parts and/or labor warranty and continues for the remainder of Your Term.

MONTHLY BILLING (if elected and applicable to You)

If You elected to pay for Your Service Contract purchase price on a monthly basis (as evidenced on Your sales receipt/invoice), You will be required to pay one month’s charge in advance to initially purchase Your Service Contract, and must continue to pay the monthly charge by the stated due date in order to keep Your coverage effective throughout Your Term. If any changes are to be made to Your monthly charge, We will provide written notice to Your current address in Our file (email or physical address as necessary) at least ninety (90) days before implementing any such change. If Your monthly Service Contract fee is to change, You will have the option to either: (a) pay the new monthly charge once due, and coverage will continue for Your remaining Term; or (b) continue to make payments at Your then-current monthly charge until the effective date of such change; upon which date Your coverage under this Service Contract will be terminated. *Regarding cancellations and refunds please refer to the “CANCELLATION” section.*

WHAT IS COVERED – GENERAL

In accordance with the “SERVICE CONTRACT TERM” described above and in consideration of a covered Claim, We agree to:

- If the MSRP of Your Covered Device is less than \$250.00**, provide replacement of the original Covered Device in consideration of a covered Claim. Such replacement may be a new or refurbished device of equal or similar features and functionality, and may not be the same brand, model or color as Your original Covered Device (if unavailable) and will include the applicable International Manufacturer’s Equipment Identification (IMEI), the Electronic Serial Number (ESN) or the Mobile Equipment ID (MEID). Additionally, any accessories that are not integral to the basic function of Your originally Covered Device will not be provided with a replacement device; unless, the replacement device model differs from the original (in such instances a standard plug-in charger will be included with the replacement device).
- If the MSRP of Your Covered Device is \$250.00 or more**, provide labor and/or parts required to repair Your Covered Device, or at Our sole discretion, replacement of Your original Covered Device in lieu of repair in consideration of a covered Claim, as defined. If a replacement is applicable and provided to You in lieu of repair, such replacement may be a new or refurbished device of equal or similar features and functionality, and may not be the same brand, model or color as Your original Covered Device (if unavailable) and will include the applicable International Manufacturer’s Equipment Identification (IMEI), the Electronic Serial Number (ESN) or the Mobile Equipment ID (MEID). Additionally, any accessories that are not integral to the basic function of Your originally Covered Device will not be provided with a replacement device; unless, the replacement device model differs from the original (in such instances a standard plug-in charger will be included with the replacement device).

COVERAGE DESCRIBED IN THIS SERVICE CONTRACT DOES NOT REPLACE OR PROVIDE DUPLICATIVE BENEFITS DURING ANY ACTIVE MANUFACTURER’S WARRANTY PERIOD. DURING SUCH PERIOD, ALL PARTS, LABOR, ON-SITE SERVICE AND/OR SHIPPING COSTS COVERED BY THAT WARRANTY ARE THE SOLE RESPONSIBILITY OF THE MANUFACTURER. PARTS USED TO REPAIR OR REPLACE YOUR DEVICE MAY BE NEW, USED, REFURBISHED, OR NON-ORIGINAL MANUFACTURER PARTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF YOUR DEVICE.

ADDITIONAL BENEFITS INCLUDED WITH YOUR PLAN (In Accordance With Your Covered Device Eligibility)

In addition to coverage for a Failure, as defined, Your Plan also provides coverage for:

- Accidental Damage from Handling (“ADH”):** labor and/or parts required to repair Your Covered Device if it experiences sudden and unforeseen ADH; such as damage resulting from dropping the Covered Device, liquid, or in association with screen breakage.
- Damaged or Defective Buttons or Connectivity Ports:** labor and/or parts required to repair damaged or defective buttons or connectivity ports located on the Covered Device, when such damage / defect results in Covered Device functional impairment (COSMETIC DAMAGE, AS DEFINED, IS NOT COVERED).
- Defective Pixels:** labor and/or parts required to repair pixels within the display area, when such defect significantly impairs the Device’s functionality.
- Dust, Internal Overheating, Internal Humidity/Condensation:** labor and/or parts required to repair Failure of Your Covered Device resulting from dust, internal overheating, internal humidity or condensation; occurring during normal use of the Covered Device.
- Free Shipping:** shipping charges associated with a covered Claim on Your Device are also covered under Your Plan (EXCEPT IN ASSOCIATION WITH WORLDWIDE SERVICE).

6. **Advanced Exchange:** by bringing Your defective Covered Device to the Retailer (BrandsMart) for service under Your Plan, upon confirmation of a covered Claim, a replacement device will be shipped directly to You using expedited means in exchange for Your original defective Device.
7. **Worldwide Service:** extended coverage for Your Device if You travel overseas. Please refer to the "IF YOUR DEVICE NEEDS REPAIR" section for complete details regarding this service. **IMPORTANT: Coverage extended under Worldwide Service does NOT include any shipping costs, on-site services or Advanced Exchange.**
8. **FOR A COVERED DEVICE WITH AN MSRP OF \$250.00 OR HIGHER ONLY – Defective Battery Replacement:** a one-time replacement of the Device's original rechargeable battery unit that was provided by the manufacturer and included with the original purchase of Your Covered Device.

DEDUCTIBLE

You are required to pay the Deductible shown below, as applicable to Your Covered Device:

- A. If the MSRP of Your Covered Device is less than \$250.00 – Your Deductible is \$25.00 per Claim.
- B. If the MSRP of Your Covered Device is \$250.00 or more – Your Deductible is \$129.00 per Claim (excludes defective battery replacement).
 - *Defective Battery Replacement ONLY – Your Deductible is \$50.00.*

HOW TO FILE A CLAIM

IMPORTANT: The submission of a Claim does not automatically mean that the damage to or breakdown of the Device is covered under Your Plan(s) and this Contract. In the event the Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Contract.

A. FOR REGULAR CLAIMS:

1. Visit Your nearest BrandsMart Retail location with Your Contract Purchase Receipt and Device in hand, go online to www.MyProtectionPlan360.com/BrandsMart, or call toll-free 1-800-228-2731 with Your Contract Purchase Receipt readily available.
2. Explain the problem Your Device is experiencing and provide any additional information/documentation the Retailer and/or Administrator may need to validate Your Claim.
3. After confirmation of Claim eligibility under this Contract, a Claim authorization number will be issued to You along with additional information regarding how Your Device can be further serviced; which may include taking the Device to one of Our local repair servicers, if available.
 - *Write down and keep Your Claim authorization number in a safe place that is easily accessible in case it is ever needed for future reference.*
 - *Authorization for payment of any required Deductible will be collected by the Retailer or Administrator at this time. (Your applicable Deductible amount is shown above in the "ADDITIONAL BENEFITS..." section.)*

In the event the Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Contract.

B. FOR CLAIMS UNDER "WORLDWIDE SERVICE": If Your Covered Device needs service while travelling abroad, You will need to first obtain a proper Claim authorization number prior to having any services performed on Your Covered Device. You can do this by either sending an email to the Administrator at internationalsupport@warrantech.com, calling direct 817-571-7931 or logging online to www.MyProtectionPlan360.com/BrandsMart. After receiving authorization, You will need to:

1. Transport the Covered Device to a service center authorized by Us;
2. Request an estimate for services required to remedy the problem with Your Covered Device; and
3. Provide such estimate to the Administrator for final reimbursement approval. **THIS SERVICE CONTRACT MAY PROVIDE NO COVERAGE FOR UNAUTHORIZED SERVICES.** You will then need to provide payment for the cost of services up front, and then submit to the Administrator for reimbursement. Reimbursement is solely based on the original amount approved by Us, and will only be provided to You after the Administrator has received a copy of the authorized service center's invoice detailing Your Covered Device, a thorough description of the services performed and Your Claims authorization number. Once this documentation is received and verified, Your reimbursement will be provided within thirty (30) days of the Administrator's receipt of all requested documentation.

DOCUMENTATION FOR WORLDWIDE SERVICE REIMBURSEMENT
MAY BE SENT TO ANY OF THE FOLLOWING:

FAX: 1-800-723-1497

US POSTAL MAIL: WCPS, Attn: Claims Department
P.O. Box 1189, Bedford, TX 76095

ONLINE: www.MyProtectionPlan360.com/BrandsMart

LIMIT OF LIABILITY

Per any consecutive 12-month period under Your Contract Term:

- A. **REPAIRS LIMIT:** unlimited number of Claims until the accumulated amount that We have paid equals the MSRP of Your Covered Device (as of its purchase date).
- B. **REPLACEMENT LIMIT:** maximum of two (2) advanced exchange replacements (provided at Our sole discretion).

Once either of these Limits has been reached, Our obligation under this Contract will be considered fulfilled and coverage ends.

IN ADDITION TO THAT WHICH IS NOTED ABOVE, NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL 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 COVERED DEVICE OR EQUIPMENT, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS, OR FOR ANY AND ALL PRE-EXISTING CONDITIONS (AS DEFINED AND KNOWN TO YOU), INCLUDING ANY INHERENT COVERED DEVICE FLAWS.

WHAT IS NOT COVERED (GENERAL EXCLUSIONS)

AS RELATED AND APPLICABLE TO YOUR COVERED DEVICE, THIS SERVICE CONTRACT DOES NOT COVER ANY FAILURE, LOSS, REPAIRS OR DAMAGE IN CONNECTION WITH OR RESULTING FROM:

- A) PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO YOU ("PRE-EXISTING" MEANS A CONDITION THAT WITHIN ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY RELATES TO THE MECHANICAL FITNESS OF YOUR COVERED MERCHANDISE PRIOR TO CONTRACT ISSUANCE);
- B) ANY CAUSES BEYOND YOUR CONTROL SUCH AS ENVIRONMENTAL CONDITIONS OR EXPOSURE TO SEVERE WEATHER CONDITIONS, RIOT, NUCLEAR RADIATION, WAR, HOSTILE ACTION, RADIOACTIVE CONTAMINATION, OR ANY EXTERNAL PERILS OF NATURE SUCH AS FIRE, FLOODS, SMOKE, SAND, DIRT, LIGHTNING, MOISTURE, WIND, HAIL, EARTHQUAKE OR WATER DAMAGE FROM STORM;
- C) NEGLIGENCE, MISUSE, ABUSE, INTENTIONAL PHYSICAL/MECHANICAL/ELECTRONIC DAMAGE, PHYSICAL DAMAGE OR MALICIOUS MISCHIEF, THEFT OR MYSTERIOUS DISAPPEARANCE, UNFORESEEN DISAPPEARANCE, VANDALISM, RUST, CORROSION, WARPING, BENDING, ANIMAL OR INSECT INFESTATION;
- D) OPERATION OUTSIDE THE MANUFACTURER OPERATIONAL OR ENVIRONMENTAL SPECIFICATIONS;
- E) IMPROPER INSTALLATION OF REPLACEABLE COMPONENTS, MODULES, PARTS OR PERIPHERALS AND/OR INSTALLATION OF INCORRECT PARTS;
- F) FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE OR OPERATION/STORAGE OF THE COVERED DEVICE IN CONDITIONS OUTSIDE MANUFACTURER SPECIFICATIONS OR USE OF A COVERED DEVICE IN SUCH A MANNER AS WOULD BE VOIDABLE COVERAGE UNDER THE MANUFACTURER'S WARRANTY OR USE OF A COVERED DEVICE IN A MANNER INCONSISTENT WITH THE DESIGN OF THE EQUIPMENT OR MANUFACTURER INSTRUCTIONS OR SPECIFICATIONS;
- G) ADJUSTMENT, MANIPULATION, MODIFICATION, REMOVAL OR UNAUTHORIZED REPAIRS OF ANY INTERNAL COMPONENT OR PART OF YOUR COVERED DEVICE MADE BY ANYONE OTHER THAN AN AUTHORIZED SERVICE TECHNICIAN;

- H) COMPUTER VIRUSES OR MALWARE;
- I) EQUIPMENT SUBJECT TO MANUFACTURER RECALL, WARRANTY OR REWORK TO REPAIR DESIGN OR COMPONENT DEFICIENCIES, IMPROPER CONSTRUCTION OR MANUFACTURER ERROR REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS;
- J) COVERED DEVICES WITH REMOVED OR ALTERED SERIAL NUMBERS;
- K) INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS DUE TO DELAY IN RENDERING SERVICE UNDER THIS SERVICE CONTRACT, OR LOSS OF USE OR DATA DURING THE PERIOD THE COVERED DEVICE IS AT AN AUTHORIZED REPAIR FACILITY OR OTHERWISE AWAITING PARTS IF A REPLACEMENT UNIT IS NOT READILY AVAILABLE;
- L) EXPENSES INCURRED IN CONNECTION WITH PERIODIC OR PREVENTATIVE MAINTENANCE;
- M) ANY REPAIR COVERED BY A MANUFACTURER WARRANTY, SERVICE CONTRACT OR OTHER INSURANCE;
- N) REPAIRS FOR COSMETIC DAMAGE OR STRUCTURAL IMPERFECTIONS IF THERE IS NO IMPACT TO THE FUNCTIONALITY OF THE COVERED DEVICE;
- O) FAILURE TO ANY ATTACHMENTS OR ACCESSORIES IF NOT PROVIDED BY THE MANUFACTURER OR INCLUDED IN THE ORIGINAL SALE WITH THE INITIAL PURCHASE OF THE COVERED DEVICE AND SPECIFICALLY STATED HEREIN;
- P) SCREEN IMPERFECTIONS, PIXEL BURNOUT OR OTHER IMAGE FAILURE CAUSED BY THE USE OF THE COVERED DEVICE IN A MANNER THAT IS INCONSISTENT WITH THE MANUFACTURER'S SPECIFICATIONS; OR
- Q) SERVICE OR REPLACEMENT OUTSIDE OF THE UNITED STATES OF AMERICA, ITS TERRITORIES, OR CANADA.

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

IF YOUR EQUIPMENT EXPERIENCES A FAILURE OR DAMAGE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SERVICE CONTRACT, 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 Contract at any time by informing the Administrator of Your cancellation request. *NOTICE: The following cancellation provisions apply to the original purchaser of this Service Contract only. NO CANCELLATION FEE APPLIES.*

A. WHEN YOU PAY FOR YOUR CONTRACT PURCHASE PRICE IN FULL UPON DATE OF PURCHASE:

- If Your cancellation request is within 30 days of the Contract purchase date, You will receive a 100% refund of the Contract purchase price paid by You, minus any Claims paid by Us (except in Georgia where Claims deduction is prohibited). If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.
- If Your cancellation request is made after 30 days of the Contract purchase date, You will receive a pro-rata refund of the Contract purchase price paid by You, minus any Claims paid by Us (except in Georgia where Claims deduction is prohibited).
- We may only cancel this Contract for the following reasons: (A) non-payment of the Contract purchase price/fee by You; (B) material misrepresentation by You; or (C) substantial breach of duties under this Contract by You in relation to the covered Product or its use.
 - *If We cancel this Contract, We will provide written notice to You at least 15 days (30 days in Georgia) prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies.*

B. WHEN YOU PAY FOR YOUR CONTRACT PURCHASE PRICE ON A MONTHLY BILLING BASIS:

- If Your cancellation request is within 30 days of the Contract purchase date, You will receive a 100% refund of the Contract purchase price paid by You. If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.
- If Your cancellation request is made after 30 days of the Contract purchase date, You will receive a pro-rata refund of that billing cycle's monthly charge (if any). If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.
- We may only cancel this Contract for the following reasons:
 1. You have failed to pay an amount when due (NOTE: In the event We cancel Your Service Contract for non-payment of an amount due, We will provide You with written notice at least 15 days (30 days in Georgia) prior to cancellation at Your last known address (email, or physical as applicable), that will include the effective date of reason for such cancellation). In this case no refund is due.
 2. You have committed fraud or made a material misrepresentation in obtaining this Service Contract or in presenting a Claim. In this case any due refund will be based upon the same criteria as outlined above.
 3. You have performed any act or omission or have violated any condition of this Service Contract after the effective date of this Service Contract that substantially and materially increases the service required hereunder. In this case any due refund will be based upon the same criteria as outlined above and no cancellation fee applies.

GUARANTY

This is not an insurance policy; it is a service contract. 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 Covered Device covered under this Service Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Service Contract, and We fail to refund any unearned portion of the Service Contract price, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

RENEWABILITY

- A. **PAYMENT OF CONTRACT PURCHASE PRICE IN FULL:** If You wish to renew coverage under this Service Contract, please contact the Administrator prior to the expiration of Your current Term to initiate Our renewal process. *Renewability is determined at Our sole discretion and may not be available.*
- B. **PAYMENT OF CONTRACT PURCHASE PRICE ON MONTHLY BILLING BASIS:** Your coverage under this Service Contract will automatically renew as long as payment of the Plan Purchase Price is received by Us on or before the due date and the LIMIT OF LIABILITY has not been reached. *If You wish to non-renew Your coverage under this Service Contract, please call the Administrator prior to Your next billing cycle due date.*

TRANSFERABILITY

If You wish to transfer coverage under this Service Contract to a different owner, please contact the Administrator to initiate Our transfer process. *Transferability is determined at Our sole discretion and may not be available.*

IMPORTANT PRODUCT INFORMATION

If Your Covered Device is exchanged by the manufacturer, You should advise the Administrator as soon as practicable the make, model, and serial number of the exchanged device. You can do this by either calling the Administrator at 1-800-228-2731, or by writing to the Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: Data Entry.

- **NOTICE FOR MONTHLY BILLING PAYMENTS ONLY:** Because Your monthly Service Contract fee is determined by the category of Covered Device that is covered under this Service Contract, Your monthly fee may be adjusted depending on the then-current MSRP of Your exchanged Covered Device.

NOTE: in the event of manufacturer or Retailer exchange, the Term of Your originally purchased Service Contract remains in effect and does not automatically extend.

ENTIRE AGREEMENT

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your sales receipt, constitute the entire agreement between Us and You 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 Contract which conflicts with the laws of the state where You live will 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 Contract was purchased in one of the following states and supersede any other provision within Your Contract terms and conditions to the contrary.

Florida: This Service Contract is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation. 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. **CANCELLATION ITEM A.** – is amended as follows: 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. **CANCELLATION ITEM B.** – is amended as follows: 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 paid. 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 paid.

Georgia: This Service Contract will be interpreted and enforced according to the laws of the state of Georgia. **DEFINITIONS** – "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were known to You prior to purchasing this Service Contract. **WHAT IS NOT COVERED ITEM G** is amended as follows: Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a Covered Product performed after the effective date of this Service Contract by anyone other than a service center/technician authorized by the Administrator or Us; **CANCELLATION ITEM A.** – is amended as follows: 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. The notice will state the effective date and the reason for the cancellation. If You cancel this Service Contract within 30 days of the purchase of this Service Contract and have not incurred any Claims, You will receive a 100% refund of the Service Contract Purchase Price paid by You. If such request is made after 30 days of the purchase date of this Service Contract or You have incurred paid Claims within 30 days of the purchase of this Service Contract, You will receive a pro rata refund of the Service Contract Purchase Price paid by You. In no event will Claims be deducted from any refund. **CANCELLATION ITEM B.** – is amended as follows: 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. The notice will state the effective date and the reason for the cancellation. If You cancel this Service Contract within 30 days of the purchase of this Service Contract, You will receive a 100% refund of Your Contract Fees paid. If such request is made after 30 days of the purchase date of this Service Contract You will receive a pro rata refund of that billing cycle's monthly charge (if any).

Log onto the Administrator's website at www.MyProtectionPlan360.com/BrandsMart or Call 1-800-228-2731 to obtain a copy of these terms & conditions.
