

SERVICE CONTRACT

Terms & Conditions

Thank you for purchasing the “KeepItFixed Protection Plan”!

The information contained in this important terms and conditions document (the “Service Contract”, “Contract”) is intended to be your guide in knowing what is covered and how coverage works under Your Contract. If you ever need assistance regarding Your Contract, contact the Administrator at any time. Be sure to keep this Contract document and Your Contract Purchase Receipt together, as they will come in handy when you have a Claim!

BE SURE TO REGISTER THIS SERVICE CONTRACT ONLINE!

In order to maximize Your benefits, please go to www.MyProtectionPlan360.com and register this Contract within 10 days of purchase. Failure to do so may result in significant service delays at time of Claim.

FOR FAST CLAIM SERVICE
VISIT www.MyProtectionPlan360.com

DEFINITIONS

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

- **“We”, “Us”, “Our”, “Obligor”, “Provider”:** the party obligated to provide service under this Service Contract as the service agreement provider, AMT Warranty Corp., 59 Maiden Ln, 43rd Fl., New York, NY 10038; EXCEPT AS OTHERWISE SPECIFIED IN THE “SPECIAL STATE REQUIREMENTS” SECTION
- **“Administrator”:** the party authorized by Us who is responsible for administrating benefits to You in accordance with the terms and conditions of this Service Contract, Warrantech Consumer Product Services, Inc., P.O. Box 1189, Bedford, TX 76095; 1-888-230-6230; EXCEPT AS OTHERWISE SPECIFIED IN THE “SPECIAL STATE REQUIREMENTS” SECTION.
- **“Retailer”:** the merchant authorized by Us to sell this Service Contract to You.
- **“You”, “Your”:** the purchaser/owner of the eligible Products and this Service Contract, who is to receive the coverage proclaimed hereunder.
- **“Covered Products”, “Products”:** the eligible items that are covered under this Contract.
- **“Plan”:** the specific “COVERAGE PLAN OPTION” under this Contract that You have selected and purchased, as confirmed on Your Contract Purchase Receipt.
- **“Contract Purchase Receipt”:** the receipt document (paper or e-mail) provided to You as proof of Your Contract purchase that confirms the Plan selected by You, coverage Term, any applicable Deductible and the purchase date of Your Contract.
- **“Term”:** the period of time in which the provisions of this Service Contract are valid, as indicated on Your Contract Purchase Receipt.
- **“Waiting Period”:** the period of time starting on the Contract purchase date, through thirty (30) days thereafter, during which time no Claims are considered for coverage under this Service Contract.
- **“Failure”:** the mechanical or electrical breakdown of Your Covered Product that results in it no longer being able to function as originally designed and intended; which is caused by defects in the manufacturer’s materials or workmanship, or normal wear and tear, and occurs during normal use of the Product.
- **“Power Surge”:** damage to the Product resulting from an oversupply of voltage to Your Product 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 Product 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 contemplated under this Service Contract (if any), as indicated on Your Contract Purchase Receipt.

TERRITORY

THIS SERVICE CONTRACT IS VALID AND ELIGIBLE FOR PURCHASE IN THE FOLLOWING JURISDICTIONS ONLY: the continental United States of America, plus Alaska and Hawaii. (NOTICE: ALL OUTLYING U.S. TERRITORIES, INCLUDING BUT NOT LIMITED TO PUERTO RICO, AND ALL CANADIAN PROVINCES/TERRITORIES ARE EXPRESSLY EXCLUDED.)

ELIGIBLE PRODUCTS

This Contract can be purchased with the intention of covering any three (3) or six (6) of the following: (YOUR SELECTION IS CONFIRMED ON YOUR CONTRACT PURCHASE RECEIPT)

MAJOR APPLIANCES:

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| Clothes washer (single unit) | Gas or electric cooking range/oven/warming drawer (combo unit) |
| Clothes dryer (single unit) | Gas or electric range/cooktop (single unit) |
| Clothes washer/dryer (combo unit) | Gas or electric wall oven (single unit) |
| Dishwasher | Built-in/wall microwave (single unit) |
| Refrigerator/freezer (combo unit) (ICE-MAKER EXCLUDED) | |

COVERAGE ELIGIBILITY

In order to be eligible for coverage under this Contract, the item must:

- ✓ Have been initially purchased as new or factory-refurbished, be manufactured for use in the United States, and have come with a manufacturer's warranty at the time of initial purchase (WE RESERVE THE RIGHT TO REQUEST COPY OF ORIGINAL PROOF OF PURCHASE BEFORE CONTRACT PURCHASE OR UPON CLAIM SUBMISSION);
- ✓ Be included in the list of products shown in the "ELIGIBLE PRODUCTS" section above, as applicable to Your purchased Plan option shown on Your Contract Purchase Receipt;
- ✓ Be solely intended for personal and/or residential use, and NOT in a heavy commercial, industrial, rental, or educational institution capacity; and
- ✓ NOT be covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined herein.

YOUR RESPONSIBILITIES

There are some things You need to do in order to receive benefits from this Contract for covered Claims: **PRODUCT PROTECTION** – Be sure to properly store and operate Your Covered Product in accordance with the manufacturer's warranty/ owner's manual at all times. And, if Your Covered Product ever becomes damaged or You believe it has encountered a Failure, make sure You take reasonable precautions to protect against further damage. **MAINTENANCE AND INSPECTIONS** – Some items, such as major appliances, require certain maintenance and/or inspection services from time to time. It is Your responsibility to ensure that all of the care, inspection, and maintenance services are performed to Your Covered Product in accordance with the manufacturer's warranty/owner's manual.

MAKE SURE THAT THESE SERVICES ARE PERFORMED WHEN AND HOW THEY ARE REQUIRED. WHEN YOU HAVE A CLAIM, IF WE DETERMINE THAT DAMAGE OR FAILURE HAS OCCURRED AS A DIRECT RESULT OF NOT PERFORMING ANY OF THESE SERVICES, YOUR CLAIM MAY BE DENIED.

UNDERSTANDING YOUR CONTRACT TERM & WHEN COVERAGE IS EFFECTIVE

- **Your Contract TERM begins** on Your Contract purchase date and continues for the Term period shown on Your Contract Purchase Receipt (subject to the LIMIT OF LIABILITY and COVERAGE LIMITATIONS UNDER THIS CONTRACT provisions).
- **COVERAGE under Your Plan becomes effective** at different times; depending on whether Your Claim is: (i) a defined Failure that is still covered under the Product's manufacturer's warranty; (ii) a defined Failure that is no longer covered under the Product manufacturer's warranty, because it has expired; or (iii) a covered NON-Failure occurrence (such as a Power Surge incident).

AFTER A 30-DAY WAITING PERIOD:

1. **Coverage for damages to Your Product resulting from a NON-Failure covered event** (such as a Power Surge incident) is effective thirty-one (31) days after Your Contract purchase date and continues for the remainder of Your Contract Term.
2. **Coverage for a defined FAILURE does not become effective until the manufacturer's warranty has expired.** Upon expiration of the manufacturer's warranty, coverage for a defined Failure becomes effective and continues for the remainder of Your Contract Term.

THINGS TO KNOW UPFRONT REGARDING WHAT IS COVERED

In the event of a covered Claim for Your Product, this Contract provides for the services described in the "COVERAGE PLAN OPTIONS" section of this Contract, as applicable to Your purchased Plan.

This Service Contract also provides a NO LEMON GUARANTEE as follows: within any consecutive twelve (12) month period, if Your Covered Product has three (3) covered repairs and a fourth (4th) problem occurs, We will provide for the replacement of Your original Covered Product or reimbursement for a replacement; in accordance with the "About Replacements" and "About Reimbursements" provisions outlined below. (Note: If any of the three (3) qualifying repairs occur during the manufacturer's warranty period, You will need to provide the Administrator with proof of such repairs.)

- **No Duplication of Coverage during Manufacturer Warranty Period.** The benefits described in this Service Contract do not replace or provide duplicative benefits during any active manufacturer's warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Contract; regardless of the manufacturer's ability to fulfill its obligations.
- **About Repairs.** If Your original Product is eligible for repairs, parts used for repairs may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of Your original Covered Product.
- **About Replacements.** If We determine that Your original Product needs to be replaced, We will make every reasonable effort to replace it with one of the same model/features/color; however, We reserve the right to replace Your original Covered Product with one of equal features and functionality, which may be a different brand, model or color from Your original Product, and it may be new or factory-refurbished. Sometimes technological advances that are out of Our control may result in a replacement that has a lower selling price than Your original Covered Product, and this Contract does not provide any reimbursement for such a cost difference. Any/all parts, components, or entire units that We provide replacement for will automatically become Our property. *Note: replacement items are ineligible for continued coverage under the original Service Contract in which such replacement was provided.*
- **About Reimbursements.** If We determine that providing You with reimbursement towards the replacement of Your original Covered Product is best, such reimbursement may come in the form of a check, Retailer credit, or gift card, and the value of such will in no event exceed the LIMIT OF LIABILITY of this Contract.

ALL COVERAGE DESCRIBED IN THIS CONTRACT IS EXPRESSLY SUBJECT TO
THE "LIMIT OF LIABILITY", "COVERAGE LIMITATIONS UNDER THIS CONTRACT", AND "EXCLUSIONS" PROVISIONS.

PLEASE READ THESE SECTIONS CAREFULLY.

MONTHLY BILLING

When paying for Your Contract purchase price/fee on a monthly basis (as confirmed on Your Contract Purchase Receipt), You are required to pay one month's Contract fee in advance to initially purchase the Service Contract, and must continue to pay the monthly Contract fee by the stated due date in order to keep Your coverage effective throughout Your Contract Term. NOTICE: Your monthly Contract fee is subject to change, at Our sole discretion. In the event of a change, We will provide written notice to Your current address in Our file (email or physical address as necessary) at least thirty (30) days prior to implementing any such change. Under such circumstance, You will have the option to either: (a) pay the new monthly Contract fee when due and Your coverage will continue for the remainder of Your Term; or (b) notify the Administrator that You want to cancel Your coverage. *Regarding cancellations and any due refund, please refer to the "CANCELLATION" section.*

COVERAGE PLAN OPTIONS

(as confirmed on Your Contract Purchase Receipt and applicable to You)

A. PICK 3 APPLIANCES PLAN: Covers labor and/or parts required to repair Your applicable covered appliance Product after a Failure or Power Surge incident. (THE 3 APPLIANCES YOU SELECTED FOR COVERAGE ARE CONFIRMED ON YOUR CONTRACT PURCHASE RECEIPT)

PRODUCT DESCRIPTION	PRODUCT AGE LIMIT	DEDUCTIBLE	LIMIT OF LIABILITY
Refrigerator/freezer (combo unit)	Less than 10 years old	You are required to pay the Deductible amount indicated on Your Contract Purchase Receipt, per Claim, prior to receiving any covered services under this Contract	Up to \$1,500 or fair market value, whichever is less, per Claim, per appliance Covered Product
Gas or electric cooktop			
Gas or electric range/cooktop (single unit)			
Gas or electric wall oven (single unit)			
Gas or electric cooking range/oven/warming drawer (combo unit)			
Built-in/wall microwave (single unit)			
Dishwasher			
Clothes washer (single unit)			
Clothes dryer (single unit)			
Clothes washer/dryer (combo unit)			

B. PICK 6 APPLIANCES PLAN: Covers labor and/or parts required to repair Your applicable covered appliance Product after a Failure or Power Surge incident. (THE 6 APPLIANCES YOU SELECTED FOR COVERAGE ARE CONFIRMED ON YOUR CONTRACT PURCHASE RECEIPT)

PRODUCT DESCRIPTION	PRODUCT AGE LIMIT	DEDUCTIBLE	LIMIT OF LIABILITY
Refrigerator/freezer (combo unit)	Less than 10 years old	You are required to pay the Deductible amount indicated on Your Contract Purchase Receipt, per Claim, prior to receiving any covered services under this Contract	Up to \$1,500 or fair market value, whichever is less, per Claim, per appliance Covered Product
Gas or electric cooktop			
Gas or electric range/cooktop (single unit)			
Gas or electric wall oven (single unit)			
Gas or electric cooking range/oven/warming drawer (combo unit)			
Built-in/wall microwave (single unit)			
Dishwasher			
Clothes washer (single unit)			
Clothes dryer (single unit)			
Clothes washer/dryer (combo unit)			

CLAIMS PROCESS

Important Notice: In order for a Claim to be considered for coverage under the provisions of this Contract, *You have to contact the Administrator first.*

How to File a Claim: After You have taken reasonable precautions to ensure that further damage does not occur, You will need to notify the Administrator as quickly as possible about the problem You are experiencing with Your Covered Product.

You can do this online by visiting www.MyProtectionPlan360.com or by calling the Administrator. Contact can be made 24/7.

★ *TIP: Want to help expedite this process? Have Your Contract Purchase Receipt and/or Product Purchase Receipt readily available when You contact the Administrator.*

What to Expect. First, You will be asked to thoroughly describe the problem You are experiencing, and You may be asked to provide the Administrator with additional information/documentation in order to validate Your Claim (e.g. *photographs*). After Your Claim has been authorized, the Administrator will issue a repair order and will provide You with an overview of the next steps. Authorization for payment of any required Deductible will also be collected by the Administrator at this time.

Where Service will be Performed. Determination of which place of service applies is determined at the Administrator's sole discretion; as deemed appropriate for the particular problem Your Covered Product is experiencing and based on the explanation You have provided when initiating the Claim. All Claims are handled individually; the place of service provision that applies to one Claim may not necessarily apply to another Claim.

1. In-Home. Servicing will be performed at Your residence, as long as You ensure there is accessibility to the impaired Covered Product, it is a non-threatening and safe environment, and there is an adult (age 18 or older) present the entire period of time that Our authorized servicer is scheduled for and located on Your property.

- If necessary, Your Product may be shipped to a repair center designated by the Administrator, and the shipping/transportation charges will be covered by this Service Contract. In event of a replacement determined by Us, We will pay for the secure shipment of such replacement to You.

2. **Depot.** Servicing will be performed at Our authorized depot facility. You are responsible for the costs associated with the secure shipment of Your Covered Product to Our authorized depot facility, and We will pay for the secure return of Your repaired original Covered Product (or replacement, if deemed by Us).
 - In the event Your Covered Product qualifies for depot servicing, but it has been built-in and is rendered as a permanent fixture inside or outside of Your home and You cannot transport or ship it to Our authorized depot facility, You are responsible for the in-home service call charge, which will be due to Our authorized technician upon time of service.
3. **Local Repair Facility/Carry-In.** Servicing will be performed at one of Our authorized repair locations near Your residence. You will need to plan on transporting Your affected Covered Product to and from Our authorized repair location. In the event We determine that Your Product needs to be sent elsewhere for further servicing, You will need to pay for the secure shipment of the Covered Product to Our designated location, and We will pay to securely ship it back to You. In event of a replacement determined by Us, We will pay for the secure shipment of such replacement to You.
 - In the event Your Covered Product qualifies for local repair facility/carry-in servicing, but it has been built-in and is rendered as a permanent fixture inside or outside of Your home and You cannot transport or ship it to any of Our authorized repair locations, You are responsible for the in-home service call charge that will be due to Our authorized technician upon time of service.

What Happens if Your Contract Term Expires in the Middle of an Approved Claim: 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 this Contract. *However, no new Claims will be considered after Your Contract Term expires.*

Important Notice for Monthly Billing Contracts: If You submit a new covered Claim during a time in which there are unpaid Contract fee charges from You, We reserve the right to deduct such unpaid Contract fee charges from the new covered Claim amount, or require payment in full for the due Contract fee charges prior to providing coverage for Your new Claim.

DO NOT OBTAIN SERVICES ON YOUR OWN WITHOUT SPECIFIC AUTHORIZATION OR DIRECTION FROM THE ADMINISTRATOR.
THIS CONTRACT DOES NOT PROVIDE COVERAGE FOR SERVICES THAT WERE PERFORMED
WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR.

COVERAGE LIMITATIONS UNDER THIS CONTRACT

IN ADDITION TO THAT WHICH IS OUTLINED IN THE "COVERAGE PLAN OPTIONS" SECTION THAT IS APPLICABLE TO YOUR PURCHASED PLAN, NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER WILL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, FINES, LOST TIME, LOST CONTRACTS/AGREEMENTS OR LOST INCOME/WAGES RESULTING FROM THE FAILURE OF OR DAMAGE TO ANY COVERED PRODUCT OR COMPONENT THEREOF, REGARDLESS OF WHETHER SUCH FAILURE OR DAMAGE IS COVERED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT, OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR OR REPLACEMENT PARTS/COMPONENTS/ITEMS OR INABILITY TO PROVIDE EXACT MATCH REPLACEMENT, OR FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE PRIOR TO THE PURCHASE OF THIS SERVICE CONTRACT.

EXCLUSIONS

What is NOT covered: AS RELATED AND APPLICABLE TO YOUR COVERED PRODUCTS, THIS SERVICE CONTRACT DOES NOT COVER ANY BREAKDOWN, DAMAGE, OR LOSSES IN CONNECTION WITH OR RESULTING FROM:

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| <p>A) ANY CLAIM SUBMITTED PRIOR TO THE EXPIRATION OF THE CONTRACT WAITING PERIOD;</p> <p>B) A PRE-EXISTING CONDITION KNOWN TO YOU (<i>"PRE-EXISTING CONDITION" REFERS TO A CONDITION THAT EITHER: (I) WITHIN ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY, RELATES TO THE MECHANICAL FITNESS OF THE PRODUCT BEFORE THIS CONTRACT WAS PURCHASED, OR (II) IS DETERMINED BY US TO BE A FAILURE OR OTHERWISE COVERED DAMAGE THAT OCCURRED PRIOR TO THE EXPIRATION OF THE CONTRACT WAITING PERIOD;</i>);</p> <p>C) ANY CLAIM FOR SERVICE TO OR REPLACEMENT OF THE COVERED PRODUCT THAT WAS NOT PRIOR AUTHORIZED BY THE ADMINISTRATOR;</p> <p>D) ANY ITEM THAT HAS BEEN CONFIRMED TO BE USED IN A COMMERCIAL, BUSINESS, HEAVY INDUSTRIAL AND/OR EDUCATIONAL INSTITUTION CAPACITY;</p> <p>E) ANY CLAIM RELATED TO ACCIDENTAL DAMAGE FROM HANDLING (SUCH AS DAMAGE RESULTING FROM DROPPING THE COVERED PRODUCT, LIQUID SPILLS OR IN ASSOCIATION WITH SCREEN BREAKAGE);</p> <p>F) ANY CLAIM RELATED TO COSMETIC DAMAGE (<i>MEANING DAMAGES OR CHANGES TO THE PHYSICAL APPEARANCE OF THE COVERED PRODUCT THAT DOES NOT IMPEDE OR HINDER THE NORMAL OPERATIONAL FUNCTION; SUCH AS SCRATCHES, ABRASIONS, OR CHANGES IN COLOR, TEXTURE, OR FINISH</i>) OR STRUCTURAL IMPERFECTIONS, WHEN SUCH DO NOT IMPAIR THE OVERALL FUNCTIONALITY OF THE COVERED PRODUCT;</p> <p>G) ANY MERCHANDISE THAT HAS BEEN CONFIRMED BY OUR AUTHORIZED SERVICER TO HAVE REMOVED OR ALTERED SERIAL NUMBERS;</p> <p>H) SERVICING, LABOR, DELIVERY OR INSTALLATION COSTS;</p> <p>I) COSTS ASSOCIATED WITH TEARING DOWN OR REFINISHING OF WALLS IN ORDER TO REACH AND/OR EVALUATE THE COVERED PRODUCT;</p> | <p>J) FORTUITOUS EVENTS; INCLUDING, BUT NOT LIMITED TO: ENVIRONMENTAL CONDITIONS, EXPOSURE TO WEATHER CONDITIONS OR PERILS OF NATURE; COLLAPSE, EXPLOSION OR COLLISION OF OR WITH ANOTHER OBJECT; FIRE, ANY KIND OF PRECIPITATION, HUMIDITY (UNLESS OTHERWISE STATED UNDER YOUR PLAN), LIGHTNING, DIRT/SAND, SMOKE, NUCLEAR RADIATION, RADIOACTIVE CONTAMINATION, RIOT, WAR OR HOSTILE ACTION;</p> <p>K) BREAKDOWN OR DAMAGE THAT IS COVERED UNDER ANY OTHER INSURANCE, WARRANTY, GUARANTEE AND/OR SERVICE AGREEMENT PROVIDING THE SAME BENEFITS AS OUTLINED IN THIS CONTRACT;</p> <p>L) ABUSE (<i>"ABUSE" REFERS TO THE INTENTIONAL TREATMENT OF THE COVERED PRODUCT IN A HARMFUL, INJURIOUS, MALICIOUS OR OFFENSIVE MANNER WHICH RESULTS IN ITS DAMAGE AND/OR BREAKDOWN</i>), NEGLIGENCE, MISUSE, INTENTIONAL HARM OR MALICIOUS MISCHIEF OF OR TO THE COVERED PRODUCT;</p> <p>M) THEFT OR MYSTERIOUS DISAPPEARANCE, UNFORESEEN DISAPPEARANCE (LOSS) OR VANDALISM OF OR TO THE COVERED PRODUCT;</p> <p>N) RUST, CORROSION, WARPING, BENDING, ANIMALS, ANIMAL INHABITATION OR INSECT INFESTATION;</p> <p>O) OPERATION OUTSIDE THE MANUFACTURER OPERATIONAL OR ENVIRONMENTAL SPECIFICATIONS;</p> <p>P) ANY UPGRADES, ATTACHMENTS, ACCESSORIES OR PERIPHERALS, OR ANY BREAKDOWN OR DAMAGE TO OR RESULTING FROM THESE ITEMS;</p> <p>Q) ANY ITEMS THAT ARE CONSUMER REPLACEABLE AND DESIGNED TO BE REPLACED OVER TIME THROUGHOUT THE LIFE OF THE PRODUCT; INCLUDING, BUT NOT LIMITED TO: FUSES, BATTERIES, BELTS, BULBS, CONNECTORS, FILTERS, BAGS AND LINT SCREENS;</p> |
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- R) IMPROPER REMOVAL OR INSTALLATION OF REPLACEABLE COMPONENTS, MODULES, PARTS OR PERIPHERALS AND/OR INSTALLATION OF INCORRECT PARTS;
- S) ROUTINE, PERIODIC OR PREVENTATIVE MAINTENANCE, OR ANY DAMAGES/BREAKDOWNS RESULTANT FROM THE LACK OF PROVIDING SUCH;
- T) LACK OF PROVIDING MANUFACTURER'S RECOMMENDED MAINTENANCE OR OPERATION/STORAGE OF THE COVERED PRODUCT IN CONDITIONS OUTSIDE MANUFACTURER SPECIFICATIONS, OR USE OF THE PRODUCT IN A MANNER THAT WOULD CAUSE THE MANUFACTURER'S WARRANTY TO BE VOIDED, OR USE OF THE PRODUCT IN A MANNER INCONSISTENT WITH ITS DESIGN OR MANUFACTURER SPECIFICATIONS;
- U) ADJUSTMENT, MANIPULATION, MODIFICATION, REMOVAL OR UNAUTHORIZED REPAIRS OF ANY INTERNAL COMPONENT/PART OF A COVERED PRODUCT PERFORMED BY ANYONE OTHER THAN A SERVICE CENTER/TECHNICIAN AUTHORIZED BY THE ADMINISTRATOR;
- V) ANY KIND OF MANUFACTURER RECALL OR REWORK ORDER ON THE COVERED PRODUCT, FOR WHICH THE MANUFACTURER IS RESPONSIBLE FOR PROVIDING; REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS; OR
- W) ANY SERVICE THAT CONFLICTS WITH THE "TERRITORY" PROVISION.

IMPORTANT: AS APPLICABLE TO YOUR COVERED PRODUCT, RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA, AND DATA RECOVERY SERVICES ARE EXPRESSLY EXCLUDED UNDER THIS SERVICE CONTRACT. WHEN AT ALL POSSIBLE, WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND ESPECIALLY PRIOR TO SUBMITTING YOUR COVERED PRODUCT FOR SERVICING PURSUANT TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

IF THE ADMINISTRATOR AUTHORIZES SERVICE FOR A CLAIM ON YOUR COVERED PRODUCT, AND IT IS THEN DETERMINED BY OUR AUTHORIZED SERVICE CENTER/TECHNICIAN TO BE EXCLUDED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT, OR RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS, YOU MAY BE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS.

CANCELLATION PROCESS

You may cancel this Service Contract at any time by informing the Administrator of cancellation request. **NOTICE: The following cancellation provisions apply to the original purchaser of this Service Contract only. NO CANCELLATION FEES APPLY.**

IF YOU CANCEL THIS CONTRACT:

- Within 30 days of the Contract purchase date, You will receive a 100% refund of the monthly Contract fee paid by You. If Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.
- After 30 days from the Contract purchase date, You will receive a pro-rata refund of that month's monthly Contract fee paid by You (if any). And, if Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.

WE MAY ONLY CANCEL THIS CONTRACT FOR:

1. Non-payment of the monthly Contract fee by You;
2. Material misrepresentation by You; or
3. 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) (21 days in Washington) 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 refund based upon the same criteria as outlined above.

DISCLOSURE STATEMENTS

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 Product 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. Your coverage under this Contract will automatically renew each month as long as payment of the monthly Contract fee is received by the Administrator by the due date. *If You wish to non-renew Your coverage under this Contract, please call the Administrator at 1-888-230-6230 prior to Your next billing cycle due date.* Any due refund will be processed in accordance with the CANCELLATION provision.

Transferability. If You wish to transfer coverage under this Contract to another party, please contact the Administrator to initiate Our transfer process. *Transferability is determined at Our sole discretion and may not be available.* NOTE: The CANCELLATION provisions apply to the original purchaser of this Service Contract only.

Our Right to Recover Payment. If You have a right to recover against another party for anything We have paid under this 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 have been fully compensated for your loss.

Subcontract. We may subcontract or assign performance of Our obligations to third parties, but We shall not be relieved of Our obligations to You when doing so.

Waiver; Severability. The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

Notices. You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You provide Us. All notices or requests pertaining to this Contract will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to You by email or fax number that You provided to Us, or three (3) days after mailing to the street address You provided.

Entire Agreement. This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your Contract Purchase 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 varies based on state of purchase and Retailer location. Any provision within this Contract that conflicts with the laws of the state in which this Contract was purchased (or where required by law, Your resident state) shall automatically be considered modified in conformity with such enforceable laws and regulations, and the language set forth below for such state shall supersede any other provision within this Contract to the contrary.

Alabama: CANCELLATION PROCESS is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

Arizona: EXCLUSIONS - We shall not provide coverage only for those specifically listed items in the "EXCLUSIONS (WHAT IS NOT COVERED)" section which occurred while owned by You. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by You or known by You prior to the expiration of the Waiting Period (as defined). WAITING PERIOD - A term equivalent to the Waiting Period will be added to the Term of Your Service Contract.

California: Warrantech Consumer Product Services, Inc. (Lic. #SA-1) is the Service Contract Administrator and AMT Warranty Corp. (Lic. #SA-42) is the Obligor for this Service Contract. CANCELLATION is amended as follows: 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 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 Contract and no Claims have been paid, You will be refunded the full Service Contract price. If You have made Claims against the Service Contract or cancellation notice is received by the Administrator 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 Contract, You will be refunded a pro-rated amount of the Service Contract price, less any Claims paid.

Connecticut: 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. 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. GUARANTY is amended as follows: If We fail to pay or to deliver service on a Claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Contract and We fail to issue any applicable refund within sixty (60) days after cancellation, file a Claim against the insurer, Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038, by calling 1-866-505-4048. CANCELLATION is amended as follows: This Service Contract may be cancelled by the Service Contract holder if the Product covered under this Service Contract is returned, sold, lost, stolen or destroyed.

Florida: This Service Contract is an agreement between You and Technology Insurance Company, Inc., 59 Maiden Ln., 43rd Fl., New York, NY, 10038; Lic. #03605. This Service Contract is administered by WCPS of Florida, Inc., Lic. #80202). The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation. CANCELLATION is deleted and replaced with the following: You may cancel Your Service Contract by informing the Retailer or the Administrator, WCPS of Florida, Inc. (Lic. #80202) of Your cancellation request. In the event the Service Contract is canceled by You, the Administrator, or the 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.

Georgia: CANCELLATION is amended as follows: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. EXCLUSIONS - Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. PRE-EXISTING CONDITIONS - The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract. WAITING PERIOD - A term equivalent to the Waiting Period will be added to the Term of Your Service Contract.

Illinois: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to a defect in materials or workmanship or normal wear and tear after the effective date of this Service Contract.

Indiana: This Contract is not insurance and is not subject to Indiana insurance law. Your proof of payment to the Retailer for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. If We fail to perform or make payment due under this Contract within sixty (60) days after You request the performance or payment, You may request the performance or payment directly from the insurer that issued the provider's Service Contract reimbursement policy, including any applicable requirement under the Contract that the provider refund any part of the cost of the Contract upon cancellation of the Contract. PRE-EXISTING CONDITIONS - The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract.

Michigan: If performance of the Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

Nevada: CANCELLATION is amended as follows: We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for nonpayment by You, fraud or material misrepresentation by You, or a substantial breach of duties by You relating to the Covered Product or its use if it occurred after the effective date of the Service Contract and it substantially and materially increase the service required under the Service Contract. If We cancel this Service Contract, You will be entitled to a pro-rata refund of the unearned Service Contract fee, no cancellation fee shall apply, and We shall mail a written notice to You at the last known address held by Us at least fifteen (15) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. EXCLUSIONS - This Contract provides coverage that is excess over any other applicable coverage. Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract, or damages arising from such actions are excluded. WAITING PERIOD - **This Contract includes a Waiting Period.**

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: CANCELLATION is amended as follows: We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for the following acts by the Contract holder: Non-payment; discovery of fraud or material misrepresentation by the Contract holder in obtaining the Service Contract or in presenting a Claim; or discovery of either of the following if it occurred after the effective date of the Service Contract and substantially and materially increased the service required under the Service Contract: an act or omission; or a violation of any condition of the Service Contract. If We cancel Your Service Contract You will be entitled to a pro-rata refund of the unearned Service Contract fee, and We shall provide written notice to You at the last known address held by Us at least fifteen (15) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation.

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

Oklahoma: The Service Warranty Association is AMT Warranty Corp., Oklahoma Identification #862268. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION is deleted and replaced with the following: You may cancel Your Service Contract at any time by informing Us or the Administrator. If You cancel this Service Contract 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 Contract purchase price. If You cancel this Service Contract after the first thirty (30) days, or have made a Claim within the first thirty (30) days, return of the Provider fee shall be based upon one hundred percent (100%) of the unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract. If We cancel this Service Contract, return of the Provider fee shall be based upon one hundred percent (100%) of unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract. WAITING PERIOD – A term equivalent to the Waiting Period will be added to the Term of Your Service 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. AMT's Oregon Construction Contractors Board Lic. No. is 208973.

South Carolina: 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: The Administrator is Warrantech Consumer Product Services, Inc., Service Contract Administrator #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. CANCELLATION section is amended as follows: 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 of the Service Contract price less Claims paid. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of Your cancellation request 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.

Utah: The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-327-5818. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. GUARANTY is amended as follows: Should the provider fail to pay or provide service on any Claim within 60 days after proof of loss has been filed, the Contract holder is entitled to make a Claim directly against the Insurance Company. CANCELLATION – Is amended as follows: We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of contractual duties by You relating to the Covered Product or its use. If We cancel this Service Contract for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Service Contract for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation.

Washington: EXCLUSIONS – What is excluded from coverage is limited to that which is expressly stated under the “EXCLUSIONS” section of this Service Contract. GUARANTY is amended to include: 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.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

CANCELLATION is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator. 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 Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us. 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 rata provider fee, less any Claims 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. 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 Product or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any Claims paid. If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered. GUARANTY 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.