COMMERCIAL SERVICE CONTRACT TERMS & CONDITIONS

Administrator: Warrantech Consumer Product Services, Inc.
P.O. Box 1189
Bedford, TX 76095
Telephone: 1-877-265-2784

CONGRATULATIONS! Thank you for purchasing the Commercial Extended Service Plan (the **"Service Contract", "Contract"**). Please keep this important terms and conditions Contract document and Contract Purchase Receipt together in a safe place, as they will be needed at time of Claim. The information contained in this Contract is intended to serve as a valuable reference guide in determining and understanding WHAT IS COVERED under this Service Contract. For any questions regarding the information contained in this Contract, or coverage in general, please contact the Administrator directly toll-free at 1-877-265-2784.

BE SURE TO REGISTER THIS SERVICE CONTRACT ONLINE!

In order to maximize 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.

DEFINITIONS

Throughout this 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 the Holder and Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 43rd Floor, New York, New York, 10038).
- **"Administrator":** the entity responsible for administrating benefits to the Holder 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 merchant authorized by Us to sell this Service Contract to the Holder.
- **"Holder", "Holder's":** the purchaser of this Service Contract who is to receive the coverage provided hereunder.
- **"Product(s)":** the item(s) that meet(s) the "PRODUCT ELIGIBILITY" requirements outlined below that is/are covered under this Contract.
- **"Product Purchase Price":** the amount paid by the Holder for the covered Product; excluding any applicable taxes and/or fees.
- **"Contract Purchase Receipt":** the receipt document (paper or e-mail) provided to the Holder as proof of Contract purchase; which includes important information such as the Contract purchase date, covered Product, coverage Term, and Deductible amount.
- **"Contract Purchase Price":** the amount paid by the Holder for the Service Contract (excluding any applicable taxes and/or fees), as indicated on the Holder's Contract Purchase Receipt.
- **"Waiting Period":** the first thirty (30) days commencing on the Holder's Contract purchase date, during which time no Claims are considered.
- **"Claim":** a demand for payment in accordance with this Contract sent by or on behalf of the Holder.
- **"Breakdown":** the mechanical, electrical or structural failure of the covered Product to perform its intended function including defects in materials or workmanship and normal wear and tear; occurring during normal use of the Product.
- **"Power Surge":** damages to the Holder's Product resulting from an oversupply of voltage to the 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.
- **"Deductible":** the amount the Holder is required to pay, per Claim, prior to receiving covered services under this Service Contract (if any), as indicated on the Contract Purchase Receipt.
- **"Term":** the period of time in which the provisions of this Service Contract are valid.

PRODUCT ELIGIBILITY

This Contract can be purchased with the intention of covering up to any four (4) of the following items (selection is confirmed on the Holder's Contract Purchase Receipt):

- LAPTOP/NOTEBOOK;
- TABLET;
- DESKTOP COMPUTER;
- DESKTOP PRINTER;
- DESKTOP SCANNER; OR
- DESKTOP PRINTER/SCANNER COMBO.

COVERAGE ELIGIBILITY

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

(A) Be included in the "PRODUCT ELIGIBILITY" list above;
(B) Be intended for business, commercial, enterprise, rental, educational, or institutional use; and
(C) Not be covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract.

THE HOLDER'S RESPONSIBILITIES

PRODUCT PROTECTION: If damage or breakdown of the Product is suspected, the Holder should promptly take reasonable precautions in order to protect against further damage.

MAINTENANCE AND INSPECTIONS: If specified in the Product manufacturer's warranty and/or owner's manual, the Holder must perform all of the care, maintenance and inspections for the Product as indicated. Proof of the completion of such maintenance, care and/or inspection services may be required at time of Claim.

MONTHLY BILLING

The Holder is required to pay one month's charge in advance to initially purchase the Contract, and must continue to pay the monthly charge by the stated due date in order to keep coverage effective throughout the Contract Term. If any changes are to be made to the monthly charge, the Holder will receive written notice at the current address in Our file (email or physical address as necessary) at least ninety (90) days prior to the implementation of any such change. If the monthly Contract fee is to change, the Holder will have the option to either: (a) pay the new monthly charge once due and coverage will continue for the remainder of the Contract Term; or (b) continue to make payments at the then-current monthly charge until the effective date of such change; upon which date coverage under this Contract will be terminated. Regarding cancellations and refunds please refer to the "CANCELLATION" section in this Contract.

NOTICE: in the event the Holder's Product experiences a covered Failure or Power Surge during a time in which there are unpaid Service Contract monthly charges due from the Holder; regardless of whether such payments are currently due or overdue, We reserve the right to deduct all or any portion of any unpaid amounts from any covered Claim amount, or require full payment of the remaining unpaid balance prior to providing coverage under the provisions of this Contract, at Our discretion.

CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

ALL CLAIMS ARE SUBJECT TO A THIRTY (30) DAY WAITING PERIOD.

1. After expiration of the Waiting Period, coverage for damages to the Holder's Product resulting from Power Surge begins and continues for the Term shown on the Holder's Contract Purchase Receipt; and
2. Coverage for Breakdowns (as defined) begins upon expiration of the shortest portion of the manufacturer's original parts and/or labor warranty, and continues for the Term shown on the Holder's Contract Purchase Receipt.

WHAT IS COVERED

In accordance with the CONTRACT TERM described above, in the event of a covered Claim for a Failure or Power Surge, this Contract provides for the labor and parts that are required to repair the covered Product. In lieu of repairs, and at Our sole discretion, the Holder may be provided with a replacement item of equal/similar features and functionality, or, reimbursement in the form of a gift card equal to a maximum value of the original Product Purchase Price.

- This Contract also provides a NO LEMON GUARANTEE. Within any consecutive twelve (12) month period, if the Holder's Product has three (3) repairs covered under the Holder's Contract for the same problem and a fourth (4th) repair is required for the same problem and considered covered under the Holder's Contract, We will replace the Holder's Product with one of like kind and quality, but not necessarily same brand, or, at Our sole discretion, provide the Holder with reimbursement equal to the fair market value of the Product as determined by Us based upon the age of the Product and subject to the LIMIT OF LIABILITY section. Any repair services performed while the Holder's Product is under its manufacturer's warranty period or in relation to accidental damage from handling are not considered "Qualifying Service Repairs" under this benefit.

IMPORTANT DISCLOSURES: Coverage described in this Contract will not replace or provide duplicative benefits during any active product 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:* Parts used to repair the Holder's Product may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the original Product.
- *About Replacements:* We reserve the right to replace a defective Product with one of equal or similar features and functionality. Replacement items are ineligible for continued coverage under the Holder's original Contract. A new service contract may be purchased if the replacement item is eligible. Technological advances may result in a replacement item with a lower selling price than the original covered Product; We will not provide any reimbursement based on any replacement item cost difference. Any and all parts or units replaced under this Contract become Our property in their entirety.

DEDUCTIBLE

The Holder is required to pay the Deductible amount indicated on the Holder's Contract Purchase Receipt, per Claim, prior to receiving covered services under this Contract (if any).

HOW TO FILE A CLAIM – GENERAL

PLEASE NOTE: The submission of a Claim does not automatically mean that the damage to or breakdown of the Product is covered under this Contract. In order for a Claim to be considered, the Holder must first contact the Administrator for Claim approval and a Claim authorization number.

COMPLETE THE FOLLOWING STEPS TO HAVE A CLAIM CONSIDERED UNDER THIS CONTRACT:

1. Call toll-free 1-877-265-2784 with the Holder's Contract Purchase Receipt readily available.
2. Explain the problem the Product is experiencing and provide the Administrator any additional information/documentation they may need to validate the Claim.
3. Once the Administrator has confirmed Claim eligibility under the Contract, a Claim authorization number will be issued to the Holder along with additional information regarding how service for the Product will be provided.
   - *Any required Deductible (as indicated on the Holder's Contract Purchase Receipt) must be paid before service to the covered Product will be completed.*

In the event the Contract Term expires during time of an approved Claim, 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 Holder's Contract.

PLACE OF SERVICE – GENERAL

Determination of which place of service applies to the Holder's Product is based on and will be the same as that which was provided under the Holder's Product's original manufacturer's warranty. The Administrator can provide assistance in confirming which of the following is applicable to the Holder's Product.

- For Products that included **In-Home/On-Site Service**, We will arrange for the Holder's Product to be serviced at the Holder's location; provided the Holder has prepared the following provisions: (1) accessibility to the Product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on the Holder's property servicing the Holder's Product. In the event it is necessary to continue certain repair services at a repair center, the Holder may be required to ship/transport the Product to a repair center designated by the Administrator. In such circumstances, the shipping/transportation charges will be covered by this Service Contract. In-Home/On-Site Service will be provided by a service provider authorized by the Administrator during regular business hours, local time, Monday through Friday (except holidays).
- For Products that included **Depot Service**, the Holder is responsible for shipping and insurance of the Product to a Depot Center designated by the Administrator, and We will pay for return shipping back to the Holder's location (unless the Holder's covered Product type is a camera, in which case We will pay for shipping costs to Our authorized depot center in addition to return shipping costs).
- For Products that included **Carry-In Service**, the Holder is responsible for transporting the Holder's Product to and from Our authorized service center. In the event the Holder's Product needs to be then shipped to another location authorized by Us, We will pay for the shipping costs.

LIMIT OF LIABILITY

- SINGLE CLAIM LIMIT: for any one Product, the maximum We will pay for a single Claim is the amount equal to the fair market value of a replacement for the irreparable original Product as such single Claim date, not to exceed $3,000.
- ANNUAL AGGREGATE CLAIM LIMIT: the maximum amount We will pay during any consecutive twelve (12) month period for all Claims will not exceed $6,000. Once this limit is reached, the Holder is no longer eligible to receive coverage under this Contract for any of the covered Products until twelve (12) months thereafter (subject to the CONTRACT TERM and CANCELLATION provisions).

In addition to what is outlined above, 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; or lost production, time, contracts or income; resulting from delays in service, the inability to render service, the unavailability of repair parts/components; or resulting during the period in which a covered Product is at Our authorized service center or otherwise awaiting parts/service; or resulting from the failure of a covered Product; or resulting from a pre-existing condition known to the Holder; or resulting from any inherent product flaws or any implied warranties of merchantability and fitness for a particular purpose.

WHAT IS NOT COVERED (GENERAL EXCLUSIONS)

AS RELATED AND APPLICABLE TO THE HOLDER'S COVERED PRODUCTS, THIS SERVICE CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR LOSS IN CONNECTION WITH OR RESULTING FROM:

A) A pre-existing condition known to the Holder *("pre-existing condition" refers to a condition that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Product before this Contract was purchased)*.

B) Any merchandise that is intended for use in heavy commercial or industrial applications/operations, or any other non-residential use; including rental, business, educational and institutional.

C) Any Claim for service to or replacement of the covered Product that has not been prior authorized by the Administrator.

D) Any Claim related to accidental damage from handling (such as damage resulting from dropping the Product, or in association with screen breakage or any kind of liquid spillage).

E) Any Claim related to cosmetic damage *(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)* or structural imperfections (when such does not impair the overall functionality of the covered Product).

F) Any merchandise that has been confirmed by Our authorized servicer to have removed or altered serial numbers.

G) Servicing, labor, delivery or installation costs.

H) Costs associated with tearing down or refinishing of walls in order to reach and/or evaluate the covered Product.

I) 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 or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action.

J) 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.

K) Abuse *(meaning, the intentional treatment of the covered Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown)*, neglect, negligence, misuse, intentional harm or malicious mischief of or to the covered Product.

L) Theft or mysterious disappearance, unforeseen disappearance or vandalism of or to the covered Product.

M) Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation.

N) Operation outside the manufacturer operational or environmental specifications.

O) Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to these items.

P) 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.

Q) Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts.

R) Periodic or preventative maintenance.

S) 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 such a manner as would be voidable coverage under the manufacturer's warranty, or use of the product in a manner inconsistent with its design or manufacturer specifications.

T) 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.

U) Any kind of manufacturer recall or rework order on the covered Product, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs.

V) Any service or replacement outside of the United States of America, its territories, or Canada.

RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA IS EXPRESSLY EXCLUDED UNDER THIS CONTRACT, AS WELL AS DATA RECOVERY SERVICES. WHEN AT ALL POSSIBLE, WE STRONGLY ENCOURAGE THE HOLDER TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS, AND IF POSSIBLE, ESPECIALLY PRIOR TO SUBMITTING THE PRODUCT FOR SERVICING UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT.

IF THE ADMINISTRATOR AUTHORIZES SERVICE FOR A CLAIM ON THE HOLDER'S 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 IT RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS, THE HOLDER MAY BE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING ANY SHIPPING COSTS.

OUR RIGHT TO RECOVER PAYMENT

If the Holder has a right to recover against another party for anything We have paid under this Service Contract, the Holder's rights shall become Our rights. the Holder shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after the Holder is fully compensated for the Holder's loss.

CANCELLATION

The Holder may cancel this Contract at any time by informing the Administrator of their cancellation request. The following cancellation provisions apply to the original purchaser of this Service Contract only. NO CANCELLATION FEE APPLIES.

- If the Holder's cancellation request is within 30 days of the Contract purchase date, the Holder will receive a 100% refund of the Contract purchase price paid by the Holder. If the Holder's refund is not paid or credited within 30 days after the Holder's cancellation request to Us, We will add an extra 10% to the Holder's due refund for every 30 days the refund is not paid by Us.
- If the Holder's cancellation request is made after 30 days of the Contract purchase date, the Holder will receive a pro-rata refund of that billing cycle's monthly charge (if any).
- We may only cancel this Contract for the following reasons:
  1. The Holder has failed to pay an amount when due (NOTE: In the event We cancel the Holder's Service Contract for non-payment of an amount due, We will provide the Holder with written notice at least 15 days (30 days in Georgia) prior to cancellation at the Holder's 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. The Holder has 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. The Holder has performed any act or omission or have violated any condition of this Service Contract after the effective date of this 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.

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 the Holder cancel this Service Contract, and We fail to refund any unearned portion of the Service Contract price, the Holder is 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

This Contract is not renewable.

TRANSFERABILITY

Coverage under this Contract cannot be transferred to any other party or item.

ENTIRE AGREEMENT

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and the Holder's Contract Purchase Receipt, constitute the entire agreement between Us and the Holder and no representation, promise or condition not contained herein shall modify these items except as required by law.

SPECIAL STATE REQUIREMENTS

Regulation of commercial service contracts may vary widely from state to state. Any provision within this Service Contract which conflicts with the laws of the state where the Holder 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 the Holder's Service Contract was purchased in one of the following states and supersede any other provision within the Holder's Service Contract terms and conditions to the contrary.

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. CANCELLATION is amended as follows: This Service Contract may be cancelled by the Service Contract Holder if the Device covered under this Service Contract is sold, lost, stolen or destroyed. CLAIMS – 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.

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. If We cancel this Service Contract we shall provide written notice to You at the last known address held by Us at least thirty (30) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. WHAT IS NOT COVERED – 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.

Hawaii: CANCELLATION is amended as follows: If We cancel this Service Contract, We shall provide written notice to You at the last known address held by Us at least five (5) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. Prior notice is not required if the cancellation is for: (1) Nonpayment of the provider's fee for the service provided under the Service Contract; (2) A material misrepresentation by the Contract Holder to the provider; or (3) A substantial breach of duties of the Contract Holder under the Service Contract, relating to a covered product or its use.

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

Montana: CANCELLATION is amended as follows: If We cancel this Service Contract, We shall provide written notice to You at the last known address held by Us at least five (5) days preceding the effective date of cancellation. The notice will state the effective date 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 the Service Contract Holder to the provider, or a substantial breach of duties of the Contract Holder under the Service Contract relating to the covered property or its use.

New York: CANCELLATION is amended as follows: If We cancel this Service Contract, 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. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the Service Contract Holder to the provider, or a substantial breach of duties of the Contract Holder under the Service Contract relating to the covered property or its use.

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.

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. CANCELLATION – Is amended as follows: 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 material misrepresentation or a substantial breach of 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 ten (10) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator at 1-877-265-2784 (available 24/7) to obtain a repair authorization number prior to having any repairs made to Your Product. Failure to call in and report the claim will result in non-payment.