

SERVICE CONTRACT TERMS & CONDITIONS:



Administrator: Warrantech Consumer Product Services, Inc.
P.O. Box 1077
Bedford, TX 76095
Telephone: 1-877-308-8071

FOR FAST CLAIM SERVICE, VISIT
www.MySmartGuard.com

CONGRATULATIONS: Thank You for Your recent purchase of the SmartGuard Plan (the “Service Contract”, “Contract”). We hope You enjoy the added comfort and protection this Service Contract provides. Please keep this Service Contract document, Your Contract Purchase Receipt and Your Device Purchase Receipt (if purchased separately from the 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.

BE SURE TO REGISTER YOUR SERVICE CONTRACT ONLINE

*In order to maximize Your benefits, please visit www.MySmartGuard.com to register Your Service Contract
Within 10 days of purchase*

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). “**You**”, “**Your**”: refer to the purchaser/owner of the Device covered by this Service Contract. “**Covered Device**”, “**Device**”: means the mobile communications product (that includes the International Manufacturer’s Device Identification (IMEI), the Electronic Serial Number (ESN) or the Mobile Device ID (MEID) of the mobile communications product) that is covered by this Service Contract. “**Contract Purchase Receipt**”: the receipt document (paper or e-mail) provided to You by the Administrator as proof of Your Contract purchase that indicates the Term, Deductible and date in which the Service Contract was purchased; which must be attached to and forms part of this Service Contract. “**Plan Purchase Price**”: the amount paid by You for the Service Contract (excluding any applicable taxes and/or fees), as evidenced on Your Contract Purchase Receipt. “**Device Purchase Receipt**”: the receipt document (paper or email) provided as proof of Your Device purchase that indicates the date in which the Device was purchased along with the Manufacturer’s Suggested Retail Price (“MSRP”) of the Device as of its purchase date; which must be attached to and forms a part of this Service Contract. “**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 and Power Surge; 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. “**Deductible**”: the amount You are required to pay, per claim, for services covered under this Contract (if any). “**Term**”: the period of time in which the provisions of this Service Contract are valid. “**Cosmetic Damage**”: damages or changes to the physical appearance of the Covered Device that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish (COSMETIC DAMAGE IS NOT COVERED). “**Abuse**”: the intentional treatment of the Covered Device in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown (ABUSE IS NOT COVERED). “**Retailer**”: the merchant from whom You purchased the Covered Device. “**Administrator**”: the party or parties authorized to administrate services under this Service Contract who is Warrantech Consumer Product Services, Inc. (“WCPS”), P.O. Box 1077, Bedford, TX 76095 (Florida residents: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202).

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

PRODUCT ELIGIBILITY

This Service Contract covers a Device that is purchased as new 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 is 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 (if any).

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 of this Contract, begins on Your Covered Device purchase date (or delivery date if different), and continues for the Term shown on Your Contract Purchase Receipt. Coverage for a mechanical/electrical breakdown as referenced in the definition of “Failure” 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.

WHAT IS COVERED – GENERAL

In accordance with the "SERVICE CONTRACT TERM" described above, We agree to provide labor and/or parts required to repair Your Covered Device, or at Our sole discretion, replacement of Your originally Covered Device in lieu of repair in consideration of a Failure, 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 Device Identification (IMEI), the Electronic Serial Number (ESN) or the Mobile Device 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.

DEDUCTIBLE

For a Failure, as defined, You are required to pay the Deductible amount indicated on Your Contract Purchase Receipt, per claim, prior to receiving eligible service under this Contract.

ADDITIONAL BENEFITS INCLUDED IN YOUR CONTRACT

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

1. 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.
2. 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).
3. Defective Pixels: labor and/or parts required to repair pixels within the display area, when such defect significantly impairs the Device's functionality.
4. 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.
5. Free Shipping: shipping charges associated with a covered claim on Your Device are also covered under Your Contract.

LIMIT OF LIABILITY

- FULL PAYMENT OF SERVICE CONTRACT PURCHASE PRICE: the maximum amount that We are obligated to pay for services in connection with all claims pursuant to this Service Contract is the MSRP amount shown on Your Device Purchase Receipt. In the event We make payments for repairs; which in the aggregate are equal to this amount, or We replace Your Device for any reason, Our obligation under this Service 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 PRODUCT FLAWS.

IF YOUR DEVICE NEEDS SERVICE

www.MySmartGuard.com

If You need to file a claim under this Service Contract, You must contact the Administrator and obtain a repair authorization number prior to having any repairs made to Your Covered Device. For fast service, visit www.MySmartGuard.com and have Your Contract Purchase Receipt and Device Purchase Receipt readily available when You contact the Administrator. Do not return Your Covered Device to the Retailer unless so instructed by the Administrator, and if instructed to do so, a copy of Your Contract Purchase Receipt, Device Purchase Receipt, and a brief written description of the problem must accompany Your Device. NOTE: We are not liable for freight charges or damage due to improper packaging by You or Your representative. THIS SERVICE CONTRACT MAY PROVIDE NO COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS. When You receive authorization for repairs, You will also receive further instructions on how to obtain service for Your Covered Device. In the event Your Service Contract expires during the time of an approved repair or replacement, coverage under this Contract is extended until that repair or replacement has been completed.

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, 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) BREAKDOWN OF ANY ATTACHMENT OR ACCESSORY IF SUCH WAS 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 BREAKDOWN 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 (EXCEPT AS PRIOR AUTHORIZED BY THE ADMINISTRATOR AND IN ASSOCIATION WITH WORLDWIDE SERVICE).

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 BREAKDOWN 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 Service Contract at any time by informing the Administrator of Your cancellation request.

- **FULL PAYMENT OF SERVICE CONTRACT PURCHASE PRICE:** When You pay Your Service Contract purchase price in full at time of its 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, less any claims paid by Us. If such 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, less any claims paid by Us and less an administrative fee not to exceed 10% of the Contract purchase price or \$25.00; whichever is less. In no event will any imposed administrative fee exceed twenty-five dollars (\$25.00).

We may only cancel this Service Contract for the following reasons: 1) non-payment of the Service Contract purchase price/fee by You; 2) material misrepresentation by You to Us; or 3) substantial breach of duties by You under this Contract in relation to the Covered Device or its use. If We cancel this Contract, We must provide written notice to You at least 15 days prior to the effective date of cancellation. Such notice

will be sent to Your current address in Our file (email or physical address as necessary), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a pro-rata refund based upon one-hundred percent of any unearned Service Contract fee paid by You, minus any claims paid by Us.

NOTICE: These CANCELLATION provisions apply to the original purchaser of this Service Contract only.

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

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.*

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. The CANCELLATION provisions apply to the original purchaser of this Service Contract only.*

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 1-877-308-8071, or by writing to the Administrator at P.O. Box 1077, Bedford, TX 76095, ATTN: WCPS-Data Entry. *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 Contract Purchase Receipt and Device 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 may vary widely from state to state. Any provision within this Service Contract which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Contract was purchased in one of the following states and supersede any other provision within Your Service Contract terms and conditions to the contrary.

Alabama: CANCELLATION FULL PAYMENT OF YOUR SERVICE CONTRACT PURCHASE PRICE – is amended as follows: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract, You will receive a pro-rata refund of the Service Contract purchase price paid by You, less any claims paid by Us and less an administrative fee not to exceed \$25.00. CANCELLATION FULL PAYMENT OF YOUR SERVICE CONTRACT PURCHASE PRICE is amended to include: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You AMT Warranty Corp. is the Provider under this Service Contract.

Arizona: CANCELLATION - No claims incurred or paid will be subtracted from any refund. If You cancel this Service Contract within 30 days of the purchase of the Service Contract and have incurred no claims, You will receive a 100% refund of the full purchase price of this Service Contract paid by You. If You cancel this Service Contract within 30 days of the purchase of the Service Contract and have incurred claims or if Your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Service Contract purchase price paid by You. If We cancel this Service Contract, You will receive a refund based upon one-hundred percent of the unearned pro-rata purchase price of this Service Contract paid by You. **WHAT IS NOT COVERED** - We shall not provide coverage only for those specifically listed items in the "WHAT IS NOT COVERED" section. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract. **WAITING PERIOD (IF APPLICABLE):** Thirty (30) days will be added to the term of your Service Plan.

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

California: CANCELLATION FULL PAYMENT OF YOUR SERVICE CONTRACT PURCHASE PRICE – is amended as follows: This Service Contract may be cancelled by the Service Contract holder for any reason, including, but not limited to, the Device 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 of the date You received the Service Contract, and You have made no claims against the Service Contract, you will be refunded the full Service Contract price; or if Your Service Contract is cancelled by written notice after thirty (30) days from the date You received this Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any claims paid, less an administrative fee of ten percent (10%) of the Service Contract price or twenty-five dollars (\$25), whichever is less. Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Service Contract Administrator and AMT Warranty Corp. (License No. SA-42) is the Obligor for this Service Contract.

Connecticut: In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty Service Contract. You may cancel Your Service Contract if the covered Product is sold, lost, stolen, or destroyed. **SERVICE CONTRACT HOLDER'S RESPONSIBILITY:** It is the responsibility of the Service Contract holder to follow the manufacturer's specifications for the use and care/maintenance of the covered Product.

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

Georgia: This Service Contract will be interpreted and enforced according to the laws of the state of Georgia. PRE-EXISTING - Any reference to Pre-existing conditions within this Service Contract is amended as follows: Pre-existing conditions known to You CANCELLATION FULL PAYMENT OF YOUR SERVICE CONTRACT PURCHASE PRICE - 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. 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, less an administrative fee not to exceed 10% of the pro-rate refund amount or \$25.00; whichever is less. In no event will claims be deducted from any refund. **WAITING PERIOD (IF APPLICABLE):** Thirty (30) days will be added to the term of your Service Plan.

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

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

Maine: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. If You cancel this Service Contract, an administrative fee not to exceed the lesser of 10% of the Service Contract charge or \$25.00, will be applied.

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

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

Missouri: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. If You cancel this Service Contract within 30 days of the purchase of the Service Contract and have incurred no claims, You will receive a 100% refund of the full purchase price of this Service Contract paid by You. If You cancel this Service Contract within 30 days of the purchase of the Service Contract and have incurred claims or if Your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Service Contract purchase price paid by You. No claims incurred or paid will be subtracted from any refund.

Nevada: This Service Contract is not renewable. CANCELLATION FULL PAYMENT OF YOUR SERVICE CONTRACT PURCHASE PRICE – is amended as follows: 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, less an administrative fee not to exceed 10% of the Service Contract purchase price or \$25.00; whichever is less. In no event will any imposed administrative fee exceed twenty-five dollars (\$25.00). In no event will claims be deducted from any refund. If

You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not processed within forty-five (45) days, a penalty of ten percent (10%) of the Service Contract price will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. **WAITING PERIOD (IF APPLICABLE): Coverage under this Plan begins after a thirty (30) day 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: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within sixty (60) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. The Provider of this Service Contract may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Contract for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

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

North Carolina: CANCELLATION FULL PAYMENT OF YOUR SERVICE CONTRACT PURCHASE PRICE – is amended as follows: We may cancel this Service Contract only for non-payment of the purchase price of the Service Contract or a direct violation of the Service Contract by You. An administration fee not to exceed the lesser of ten percent (10%) of the pro-rata refund amount or twenty-five dollars (\$25.00) will be applied if this Service Contract is cancelled by You.

Oklahoma: Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** - The cancellation section of this contract is deleted in its entirety and replaced with the following: If You cancel this service warranty within the first thirty (30) days and no claim has been authorized or paid within the first thirty (30) days, We will refund the entire service warranty contract purchase price. If You cancel this service warranty after the first thirty (30) days, or have made a claim within the first thirty (30) days, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty contract. If We cancel this service warranty, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium less the actual cost of any service provided under the service warranty contract.

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

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

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

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

Washington: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within thirty (30) days after return of the Service Contract to Us, a ten percent (10%) penalty will be added to the refund for

every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. In the event We cancel this Service Contract, We will mail a written notice to You at Your last known address at least twenty-one (21) days prior to cancellation with the effective date for the cancellation and the reason for cancellation. What is Not Covered from coverage are limited to those expressly stated under the **“WHAT IS NOT COVERED”** section above. You may file a claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048. The State of Washington is the jurisdiction for any civil action in connection with this Contract.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. You may cancel this Service Contract at any time. We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Contract, We shall mail a written notice to You at Your last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. If We cancel for any reason other than nonpayment, then We shall refund 100 percent of the unearned pro rata provider fee, less any claims paid.

If this Service Contract is canceled within thirty (30) days of the date of purchase and no claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If the refund is not paid or credited within forty-five (45) days after return of the Service Contract to Us, We shall pay a ten percent (10%) per month penalty of the refund amount outstanding which We shall add the amount of the refund.

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

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

Visit www.MySmartGuard.com or call 1-877-308-8071 to have a copy of these terms and conditions mailed to You.