



Service Agreement Administrator:
Warrantech Consumer Product Services, Inc. ("WCPS")
P.O. Box 1189
Bedford, TX 76095
Telephone: 1-877-308-8071
www.MySmartGuard.com

CONGRATULATIONS: Thank You for Your recent purchase of the Smart Guard Protection Plan (the "Service Agreement"). We hope You enjoy the added comfort and protection this Service Agreement provides. Please keep this Service Agreement in a safe place along with the sales receipt/invoice that You received when You purchased this plan, as You will need them to verify Your coverage at the time of service. This information will serve as a valuable reference guide and will help You determine what is covered by this Service Agreement. From the day You purchase this Service Agreement the Administrator will assist You in understanding Your Service Agreement benefits.

DEFINITIONS: Throughout this Service Agreement, the words "**We**", "**Us**" and "**Our**" means the party or parties obligated to provide service under this Service Agreement as the service agreement provider, AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038 (Florida residents: this Service Agreement is an agreement between You and Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 6th Floor, New York, New York, 10038). The words "**You**" and "**Your**" refer to the purchaser of the Product(s) covered by this Service Agreement. "**Product**" means the item(s) which You purchased with and is covered by this Service Agreement. "**Failure**" means the mechanical or electrical breakdown of Your Product to perform its intended function due to defects in materials or workmanship during normal usage of Your Product. "**Deductible**" means the amount You are required to pay for covered services. This Service Agreement is administered by Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095 ("**WCPS**" or "**Administrator**") (Florida residents: this Service Agreement is administered by WCPS of Florida, Inc., License No. 80202 (together with WCPS, "**Administrator**"). Please contact the Administrator if You have any questions about this Service Agreement.

PRODUCT ELIGIBILITY: This Service Agreement covers eligible Products purchased as new and manufactured for use in the United States, which at the time of purchase included a manufacturer's original warranty valid in the United States, providing minimum coverage of one (1) year parts and labor. Coverage only applies to Products used non-commercially. Accessories and/or add-on options or items purchased separately and not essential to the basic function of the Product are not eligible for coverage.

WHAT IS COVERED: We agree to repair or replace Your Product in the event it is rendered inoperable due to a Failure during the term of this Service Agreement; if the Product is not covered under any other insurance, warranty, guarantee and/or service agreement, in accordance with the Plan You have purchased and as further outlined below. PARTS USED TO REPAIR OR REPLACE YOUR PRODUCT MAY BE NEW, USED, REFURBISHED, OR NON-ORIGINAL MANUFACTURER PARTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF YOUR PRODUCT. This Service Agreement does not cover repair or replacement of the Product for any of the causes, or provide coverage for any losses set forth in the section entitled "**WHAT IS NOT COVERED**" further below.

- **Replacement Plan:** If You purchased the Replacement Plan, in the event of a covered claim, We will replace the Product with a new, rebuilt or refurbished Product of equal or similar features and functionality, not necessarily the same brand, or, at Our sole discretion, reimburse You for the replacement of the Product. Replacement of Your Product will fulfill this Service Agreement in its entirety and will discharge all further obligations under this Service Agreement, where allowed by law. Replacement products will include a manufacturer's warranty and You will have the opportunity to purchase a new Service Agreement if the replacement product is eligible for coverage. The Replacement Plan is limited to one replacement for Products purchased for less than \$400.00; excluding tax, and does not cover any trip or labor charges. If a replacement product is not available, We will reimburse You up to the original purchase price of the covered Product; excluding taxes and less claims paid, if any, and this Service Agreement will be fulfilled and all obligations satisfied. In no event shall the Administrator or We be liable for any damages as a result of the unavailability of a replacement product. Any and all parts or units replaced under this Service Agreement become Our property in their entirety.
- **Repair Plan:** If You purchased the Repair Plan, in the event of a covered claim, We will furnish labor and/or parts required to repair the Failure of Your Product. Non-original manufacturer's parts of like kind and quality may be used if the original manufacturer's parts are unavailable. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to replace Your Product with a product of equal or similar features and functionality, not necessarily the same brand. If Your Product is replaced, then this Service Agreement is considered fulfilled and coverage ends. In no event shall the Administrator or We be liable for any damages as a result of the unavailability of repair parts. Any and all parts or units replaced under this Service Agreement become Our property in their entirety.

Technological advances may result in a replacement product with a lower selling price than Your original Product. No refunds will be made based on the replacement product cost difference.

NO LEMON GUARANTEE: If the covered Product has three (3) service repairs; which first began after the manufacturer's warranty period had expired ("**Qualifying Service Repairs**"), covered under this Service Agreement completed for the same problem and a fourth (4th) covered repair is required for the same problem, as determined by Us, within any twelve (12) month period, We will replace the covered Product with a product of like kind and quality, but not necessarily same brand. If any of the repairs occur during the manufacturer's warranty term, You must provide proof of such repairs. The cost of the replacement Product will not exceed the original Product purchase price and may be less due to technological advances. We reserve the right to issue a voucher for the original Product purchase price. Once the covered Product is replaced, then this Service Agreement is considered fulfilled and coverage ends. Preventative maintenance checks, manufacturer or service recalls, cleaning, product diagnosis, customer education, accessory repairs/replacements, consumable components, computer software-related problems, and any unauthorized repairs done outside of the United States are not considered repairs for the purpose of this NO LEMON GUARANTEE. **Repair services performed while Your Product is under the manufacturer's warranty period are not considered Qualifying Service Repairs.**

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

PLACE OF SERVICE (CONTACT THE ADMINISTRATOR TO CONFIRM WHICH PLACE OF SERVICE YOUR PRODUCT QUALIFIES FOR):

- If Your Product qualifies for **On-Site Service**, We will arrange for Your Product to be serviced at Your residence; provided You have 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 Your property servicing Your Product. In the event it is necessary to continue certain repair services at a repair center, You 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 Agreement. 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).
- If Your Product qualifies for **Depot Service**, You are 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 Your residence.
- If Your Product qualifies for **Carry-In Service**, You are responsible for transporting Your Product to and from the service center designated by the Administrator. If We require You to ship Your Product, any shipping charges will be Your responsibility.

If Our diagnosis indicates that the problem is not covered by this Service Agreement, You may be responsible for all service fees incurred for such diagnosis.

LIMIT OF LIABILITY: The total amount that We will pay for repairs or replacement made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the original purchase price of Your Product, less taxes. In the event We make payments for repairs, which in the aggregate, are equal to the original purchase price of Your Product or We replace Your Product, We will have no further obligations under this Service Agreement. In no event shall the total of all claims or replacement exceed the original price paid by You for the covered Product.

WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE. WE SHALL NOT BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE AGREEMENT, INCLUDING INHERENT PRODUCT FLAWS.

TERM OF COVERAGE: Coverage under this Service Agreement begins upon expiration of the shortest portion of the manufacturer's original written warranty. During the manufacturer's warranty period, any and all responsibility for the repair or replacement of Your Product from a Failure, as defined, is the responsibility of the manufacturer. This Service Agreement shall remain in effect for the term specified in the sales receipt/invoice provided to You at the time of purchase (subject to the **LIMIT OF LIABILITY** outlined above).

IF YOUR PRODUCT NEEDS REPAIR: If You need to file a claim under this Service Agreement, You must contact the Administrator at 1-877-308-8071 to obtain a repair authorization number prior to having any repairs made to Your Product. For faster service, please
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have Your proof of Product purchase (sales receipt) available when You contact the Administrator. THIS SERVICE AGREEMENT MAY PROVIDE NO COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS. When You receive authorization for repairs, the service representative will direct You to a designated service center. A copy of the proof of Product purchase (sales receipt), and a brief written description of the problem must accompany Your Product. We will not be liable for freight charges or damage due to improper packaging by You or Your representative. Do not return Your Product to Your retailer unless so instructed by the Administrator. If Your Service Agreement expires during the time of an approved repair or replacement, this Service Agreement is extended until the repair or replacement has been completed.

WHAT IS NOT COVERED: THIS SERVICE AGREEMENT DOES NOT COVER ANY LOSS, REPAIRS OR DAMAGE CAUSED BY 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 PRODUCT PRIOR TO ISSUANCE OF THIS SERVICE AGREEMENT); (B) IMPROPER PACKAGING AND/OR TRANSPORTATION BY YOU OR YOUR REPRESENTATIVE RESULTING IN DAMAGE DURING SHIPMENT TO A SERVICE CENTER OR RELOCATION OF THE COVERED PRODUCT; (C) INSTALLATION, REMOVAL, REINSTALLATION OR IMPROPER INSTALLATION OF COMPONENTS, UPGRADES, ATTACHMENTS OR PERIPHERALS; (D) PRODUCTS AND/OR COMPONENTS THAT ARE USED IN APPLICATIONS THAT REQUIRE CONTINUOUS BUSINESS AND/OR COMMERCIAL OPERATION, OR ARE USED FOR COMMERCIAL, INDUSTRIAL, EDUCATIONAL OR PUBLIC USE PURPOSES OR OFFERED ON A RENTAL BASIS, OR COIN-OPERATED PRODUCTS; (E) DAMAGE OR FAILURE CAUSED BY RIOT, NUCLEAR RADIATION, WAR OR HOSTILE ACTION, RADIOACTIVE CONTAMINATION, ETC.; (F) DAMAGE FROM FREEZING OR OVERHEATING; (G) INADEQUATE ELECTRICAL SERVICE; (H) INTERRUPTION OF ELECTRICAL SERVICE; (I) NEGLIGENCE, MISUSE, ABUSE, INTENTIONAL PHYSICAL/MECHANICAL/ELECTRONIC DAMAGE, PHYSICAL DAMAGE OR MALICIOUS MISCHIEF, THEFT OR MYSTERIOUS DISAPPEARANCE, VANDALISM, RUST, CORROSION, WARPING, BENDING, ANIMAL OR INSECT INFESTATION, ETC. TO THE COVERED PRODUCT OR ANY COMPONENT; (J) DAMAGE OR FAILURE DUE TO CAUSES BEYOND YOUR CONTROL SUCH AS ENVIRONMENTAL CONDITIONS, EXPOSURE TO WEATHER CONDITIONS OR ACTS OF NATURE, INCLUDING BUT NOT LIMITED TO: FIRE, FLOODS, SMOKE, SAND, DIRT, LIGHTNING, MOISTURE, WATER DAMAGE OF ANY KIND, WHETHER FROM FRESH WATER, SALTWATER OR OTHER WATER INTRUSION, STORMS, WIND OR WINDSTORM, HAIL, EARTHQUAKE, OTHER EXTERNAL PERILS OF NATURE; (K) REPAIRS NECESSITATED BY OPERATION OUTSIDE THE MANUFACTURER OPERATIONAL OR ENVIRONMENTAL SPECIFICATIONS; (L) BATTERY FAILURE OR LEAKAGE; (M) COLLISION WITH ANOTHER OBJECT, COLLAPSE, EXPLOSION, LIQUID SPILLAGE OF ANY KIND BY ANY OWNER, EMPLOYEE, THIRD PARTY, REPAIR PERSONNEL, ETC.; (N) ACCIDENTAL DAMAGE, INCLUDING PHYSICAL/MECHANICAL/ELECTRONIC DAMAGE CAUSE BY DROPPING; (O) DAMAGE, WARPING, BENDING OR RUSTING OF ANY KIND TO THE HOUSING, CABINETRY, SUPPORTS, OUTSIDE CASING OR FRAME OF THE PRODUCT; (P) IMPROPER OR INADEQUATE STORAGE; (Q) DAMAGE TO A COVERED PART CAUSED BY A NON-COVERED PART; (R) IMPROPER INSTALLATION OF CUSTOMER REPLACEABLE COMPONENTS, MODULES, PARTS OR PERIPHERALS AND/OR INSTALLATION OF INCORRECT PARTS; (S) ANY RESULTANT MALFUNCTION OR DAMAGE OF OR TO AN OPERATING PART OF THE COVERED PRODUCT FROM FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE OR OPERATION/STORAGE OF THE COVERED PRODUCT IN CONDITIONS OUTSIDE MANUFACTURER SPECIFICATIONS OR USE OF A COVERED PRODUCT IN SUCH A MANNER AS WOULD VOID COVERAGE UNDER THE MANUFACTURER'S WARRANTY OR THAT ARE USED IN A MANNER INCONSISTENT WITH THE DESIGN OF THE EQUIPMENT OR MANUFACTURER INSTRUCTIONS OR SPECIFICATIONS; (T) OPERATIONAL ERRORS ON THE PART OF THE CONSUMER; (U) REMOVAL, INSTALLATION, REINSTALLATION, UNAUTHORIZED REPAIRS, ETC., OF ANY COVERED PRODUCT; (V) LOSS OF POWER, IMPROPER USE OF ELECTRICAL/POWER, POWER 'BROWN-OUT', POWER OVERLOAD OR POWER SURGE, FAILURE RESULTING FROM FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS OR COOLANTS DURING OPERATION; (W) UNAUTHORIZED MODIFICATIONS AND ADJUSTMENTS, ALTERATIONS, MANIPULATION OR REPAIR MADE BY ANYONE OTHER THAN AN SERVICE TECHNICIAN AUTHORIZED BY US; (X) COST OF PREVENTATIVE MAINTENANCE, CLEANING, ALIGNMENTS, SEIZED OR DAMAGED PARTS OR OTHER SERVICE RESULTING FROM FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS OR COOLANTS, USING CONTAMINATED, STALE OR IMPROPER FUEL OR LUBRICATION; (Y) COVERED PRODUCTS SUBJECT TO A MANUFACTURER RECALL, WARRANTY OR REWORK TO REPAIR DESIGN OR COMPONENT DEFICIENCIES, IMPROPER CONSTRUCTION, MANUFACTURER ERROR, ETC.; REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS; (Z) EQUIPMENT SOLD WITHOUT A MANUFACTURER'S WARRANTY OR 'AS IS'; (AA) COVERED PRODUCTS WITH SAFETY FEATURE(S) REMOVED, BYPASSED, DISABLED OR ALTERED OR REPAIRS TO PRODUCTS WITH ALTERED OR MISSING SERIAL NUMBERS; (AB) CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS SERVICE AGREEMENT, OR LOSS OF USE OR DATA DURING THE PERIOD THE COVERED PRODUCT IS AT AN AUTHORIZED REPAIR FACILITY OR OTHERWISE AWAITING PARTS; (AC) NON-FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO NOISES, SQUEAKS, ETC.; (AD) NORMAL PERIODIC OR PREVENTATIVE MAINTENANCE, USER EDUCATION, SET UP ADJUSTMENTS; (AE) CLEANINGS OR ANY REPAIR COVERED BY A MANUFACTURER WARRANTY, SERVICE AGREEMENT OR OTHER INSURANCE; (AF) REPAIRS FOR COSMETIC DAMAGE OR IMPERFECTIONS OR TO STRUCTURAL ITEMS; (AG) FAILURE TO PRODUCT ATTACHMENTS ESSENTIAL TO THE BASIC FUNCTION OF THE PRODUCT BUT NOT PROVIDED BY THE MANUFACTURER OR NOT INCLUDED IN THE ORIGINAL SALE OF THE COVERED PRODUCT; (AH) REPAIR OR REPLACEMENT COSTS FOR LOST COMPONENTS NOT ORIGINALLY COVERED BY THE MANUFACTURER'S WARRANTY OR ARE CONSIDERED EXPENDABLE OR CONSUMER REPLACEABLE ITEMS OR ANY NON-OPERATING OR NON-MOTOR DRIVEN MECHANICAL PART, INCLUDING BUT NOT LIMITED TO: PLASTIC PARTS OR OTHER PARTS SUCH AS ACCESSORY CABLES, AIR, FUEL, OIL OR WATER FILTERS, AUGERS, BAGS, BASKETS/BUCKETS, BATTERIES, BELTS, BLADES, BOLTS, BRAKES AND BRAKE PADS, BRIGHT

METAL, CABLES, BRIQUETTES, BRUSHES, BULBS, CABINETS, CABLES, CAPS, CARBURETOR, CHAIN BARS, CONNECTORS, CORDS, DECKS, DEVELOPER, DIALS, DIFFERENTIAL CASE, DISKS, DRAWERS, DRILLS BITS, DRIVE BELTS, DRUMS, DRY CLUTCH ASSEMBLIES, ENGINE BLOCK TRANSMISSION CASE, EXHAUST SYSTEM PARTS, EXTERNAL CHAINS, FABRICS, FAN BELTS, FINISH DEFECTS, FRAMES, FREEZE PLUGS, FUEL OF ANY KIND, FUSES, GLASS, GRATES, GRINDER PADS, HANDLES, HEAD LIGHTS, HINGES, HOSES, IMPELLERS, KEYPADS, KEYS, KEY ROLL BARS, KNOBS, LATCHES, LAVA ROCKS, LIFT KITS, LIGHTS, LINERS, LINES, LINT SCREENS, LP TANKS, MASKS, MOLDINGS, MOWER BLADES, NEEDLES, NOZZLES, OIL, ORNAMENTATION, PAINT, PLASTIC BODY OR MOLDING, RACK ROLLERS, RACKS, RIBBONS, SANDPAPER, SCRATCHED LENSES, SEATS, SHEET METAL, SHOCKS, SHELVES, SPARK PLUGS, SPRINGS, STAPLES; SUPPORTS, SUSPENSION, SWITCHES, THERMOSTATS, OVERSIZED OR UNDERSIZED TIRES, TOWING, TRIMMER HEADS, TUBES, TUBS, WHEEL COVERS, WHEELS, WHEEL CYLINDERS, WIRING, OR ANY OTHER PARTS OR MATERIALS WHICH ARE DESIGNED TO BE CONSUMED DURING THE LIFE OF THE COVERED PRODUCT; (AI) INTERNAL OR SEALS & GASKETS UNLESS REQUIRED TO COMPLETE A COVERED REPAIR; (AJ) OVER REVVING ENGINE AND/OR TRANSMISSION; (AK) COST OF REMOVAL OR DISPOSAL OF THE PRODUCT IN ORDER TO COMPLY WITH EPA DISPOSAL REQUIREMENTS; (AL) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY, OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED PRODUCT; (AM) SERVICE OR REPLACEMENT OUTSIDE OF THE UNITED STATES OF AMERICA, ITS TERRITORIES, OR CANADA.

IF YOUR PRODUCT EXPERIENCES A FAILURE OR DAMAGE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION OR IN THE EVENT OF A REPAIR INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM THE MANUFACTURER OR A MANUFACTURER-AUTHORIZED REPAIR SOURCE, THEN YOU ARE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS AND/OR THE COST OF ON-SITE SERVICE.

OUR RIGHT TO RECOVER PAYMENT: If You have a right to recover against another party for anything We have paid under this Service Agreement, 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 Agreement by informing the Administrator of Your cancellation request within 30 days of the purchase of the Service Agreement and You will receive a 100% refund of the full purchase price of Your Service Agreement, less the cost of repairs made (if any). 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 Agreement purchase price, less the cost of repairs made (if any), and less an administrative fee not to exceed 10% of the Service Agreement purchase price or \$25.00, whichever is less.

If We cancel this Service Agreement We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Service Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata purchase price of this Service Agreement.

GUARANTY: This is not an insurance policy. We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after the Product has been returned, or in the event You cancel this Service Agreement, and We fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 6th Floor, New York, NY 10038.

IMPORTANT CONSUMER INFORMATION: If Your Product is exchanged by the manufacturer or retailer, You must advise the Administrator in writing at P.O. Box 1189, Bedford, TX 76095 Attn: Data Entry or call 1-877-308-8071 with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the expiration date of the original Service Agreement.

TRANSFERS: This Service Agreement is not transferable.

ENTIRE AGREEMENT: This Service Agreement; including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for Your Product, 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 Agreements may vary widely from state to state. Any provision within this Service Agreement 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 Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

Alabama: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. **CANCELLATION** – In no event will Your cancellation fee exceed twenty-five dollars (\$25). AMT Warranty Corp. is the Provider under this Service Agreement.

Arizona: **CANCELLATION** – If You cancel this Service Agreement within 30 days of the purchase date of the Service Agreement and have incurred no claims, You will receive a 100% refund of the full purchase price of Your Service Agreement. If You cancel this Service Agreement within 30 days of the purchase of the Service Agreement and have paid or approved claims, You will receive a pro-rata refund of the Service Agreement purchase price. 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 Agreement purchase price, less an administrative fee not to exceed 10% of the Service Agreement purchase price or \$25.00, whichever is less. No claims incurred or paid will be subtracted from any refund. **WHAT IS NOT COVERED** - We shall not provide coverage only for those specifically listed items in the “**WHAT IS NOT COVERED**” section. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Agreement.

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

California: This Service Agreement may be cancelled by the Service Agreement holder for any reason, including, but not limited to, the Product covered under this Service Agreement being sold, lost, stolen or destroyed. If You decide to cancel Your Service Agreement, and 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 Agreement, and You have made no claims against the Service Agreement, you will be refunded the full Service Agreement price; or if Your Service Agreement is cancelled by written notice 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 Agreement, You will be refunded a pro-rated amount of the Service Agreement price, less any claims paid, less an administrative fee of ten percent (10%) of the Service Agreement price or twenty-five dollars (\$25), whichever is less. Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Service Agreement Administrator and AMT Warranty Corp. (License No. SA-42) is the Obligor for this Service Agreement.

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

Florida: This Service Agreement is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. You may cancel Your Service Agreement by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Agreement 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 Agreement 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. The rates charged to You for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

Georgia: If You cancel this Service Agreement within 30 days of the purchase date of the Service Agreement and have incurred no claims, You will receive a 100% refund of the full purchase price of Your Service Agreement. If You cancel this Service Agreement within 30 days of the purchase of the Service Agreement and have paid or approved claims, You will receive a pro-rata refund of the Service Agreement purchase price. 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 Agreement purchase price, less an administrative fee not to exceed 10% of the pro-rata refund amount or \$25.00, whichever is less. In no event will claims be deducted from any refund. The Administrator may not cancel this Service Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. This Service Agreement 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 Agreement is amended as follows: Pre-existing conditions known to You.

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

Illinois: Covered products must be in place and in good operating condition on the effective date of coverage and become inoperative due to a mechanical or electrical breakdown after the effective date of this Service Agreement. This Service Agreement provides no coverage for any repair or replacement of any covered product if a Failure has not occurred. A gradual reduction in operating performance due to wear and tear does not constitute a Failure. In no event will Your cancellation fee exceed fifty dollars (\$50).

Indiana: Your proof of payment to the issuing vendor for this Service Agreement shall be considered proof of payment to the insurance company which guarantees Our obligations to You. **WHAT IS NOT COVERED:** Letter (A) is deleted and replaced with the following: A) Any and all pre-existing conditions known by You that occur prior to the effective date of this Service Agreement. Any reference to Pre-existing conditions within this Service Agreement is amended as follows: Pre-existing conditions known by You.

Maine: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

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

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

Missouri: If You cancel this Service Agreement within 30 days of the purchase date of the Service Agreement and have incurred no claims, You will receive a 100% refund of the full purchase price of Your Service Agreement. If You cancel this Service Agreement within 30 days of the purchase of the Service Agreement and have paid or approved 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 Agreement purchase price. No cancellation fee will apply. In no event will claims paid be deducted from any refund. If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

Nevada: This Service Agreement is not renewable. If You cancel this Service Agreement within 30 days of the purchase date of the Service Agreement and have incurred no claims, You will receive a 100% refund of the full purchase price of Your Service Agreement. If You cancel this Service Agreement within 30 days of the purchase of the Service Agreement and have paid or approved claims, You will receive a pro-rata refund of the Service Agreement purchase price. 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 Agreement purchase price, less an administrative fee not to exceed 10% of the Service Agreement purchase price or \$25.00, whichever is less. In no event will claims be deducted from any refund. If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not processed within forty-five (45) days, a penalty of ten percent (10%) of the Service Agreement price will be added to the refund for every thirty (30) days the refund is not paid. The Provider of this Service Agreement may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Agreement for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If the Provider cancels Your Service Agreement You will be entitled to a pro-rata refund of the unearned Service Agreement fee, no administrative fee will be deducted. If Your Service Agreement was financed, the outstanding balance will be deducted from any refund.

New Hampshire: In the event You do not receive satisfaction under this Service Agreement, 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 Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within sixty (60) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. The Provider of this Service Agreement may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the

Provider may only cancel this Service Agreement 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 Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within thirty (30) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

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

Oklahoma: This service warranty applies to consumer appliance or electronic Products. 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. **WHAT IS NOT COVERED, Exclusion S – is deleted and replaced with the following:** S) FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE OR OPERATION/STORAGE OF THE COVERED PRODUCT IN CONDITIONS OUTSIDE MANUFACTURER SPECIFICATIONS OR USE OF A COVERED PRODUCT IN SUCH A MANNER AS WOULD CAUSE COVERAGE UNDER THE MANUFACTURER'S WARRANTY TO BECOME VOIDABLE OR THAT ARE USED IN A MANNER INCONSISTENT WITH THE DESIGN OF THE EQUIPMENT OR MANUFACTURER INSTRUCTIONS OR SPECIFICATIONS.

Oregon: This Service Agreement is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038, (866) 327-5818 and You.

South Carolina: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement 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 Agreement. If You have any questions regarding this Service Agreement, 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 Agreement 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 Agreement within thirty (30) days of the date of purchase of this Service Agreement. If this Service Agreement is cancelled within the first thirty (30) days, We will refund the entire Service Agreement charge, less claims paid. If this Service Agreement is cancelled after the first thirty (30) days, You will receive a pro-rata refund less a twenty-five dollar (\$25) administrative fee and less claims paid. 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 Agreement 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 Agreement is canceled. These provisions apply only to the original purchaser of the Service Agreement. If We cancel this Service Agreement, 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 Agreement Holder to the provider or the provider's administrator, or a substantial breach of duties by the Service Agreement Holder relating to the covered product or its use. If We cancel this Service Agreement, no cancellation fee shall apply.

Utah: The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038, 866-327-5818. Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association. We may only cancel this Service Agreement 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 Agreement for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. If We cancel this Service Agreement material misrepresentation of a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice. This Service Agreement 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 Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within thirty (30) days after return of the Service Agreement 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 Agreement. In the event We cancel this Service Agreement, 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, 6th 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 ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. You may cancel this Service Agreement at any time. We may only cancel this Service Agreement 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 Agreement, We shall mail a written notice to You at Your last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. If this Service Agreement 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 Agreement shall be void. If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. The right to void the Service Agreement applies only to the original purchaser of the Service Agreement. Unauthorized repairs may not be covered. If this Service Agreement is canceled after thirty (30) days of the date of purchase or a claim has been paid, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Agreement purchase price paid, less claims paid and less a cancellation fee not to exceed ten percent (10%) of the Service Agreement purchase price paid. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Agreement, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Agreement purchase price paid, less claims paid. The **GUARANTY** section is amended to include: Should We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Agreement and We fail to refund the unearned portion of the Service Agreement 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, 6th Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Agreement.

Wyoming: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement 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 Agreement. If We cancel this Service Agreement, 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 & conditions mailed to You.