

PROTECTION PLAN

Administered by:
Guardzman US LLC
PO Box 1189
Bedford, TX 76095
1-888-257-9258

TERMS & CONDITIONS

Thank you for purchasing the Bowflex® Protection Plan, and/or Nautilus™ Protection Plan, and/or Schwinn Fitness™ Protection Plan! The information contained in this important terms and conditions document (the “Service Contract”, “Contract”) is intended to be Your guide to know what is covered and how coverage works under Your Contract. If You ever need assistance regarding Your Contract, call the Administrator toll free at 1-888-257-9258.

Be sure to keep this Contract document and Your Contract Purchase Receipt together, as You will need them to verify Your coverage in event of a Claim.

DEFINITIONS

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

1. **“We”, “Us”, “Our”, “Provider”, “Obligor”**: the party obligated to provide service under this Service Contract as the service contract provider, who is Guardzman US LLC, P.O. Box 1189, Bedford, TX 76095 (In Florida residents: this Service Contract is an agreement between You and WCPS of Florida, Inc. (License No. 80202), P.O. Box 1189 Bedford, TX 76095.) (In Washington: This Service Contract is an agreement between You and Warrantech Consumer Product Services, Inc. P.O. Box 1189, Bedford, TX 76095)
2. **“Administrator”**: the entity responsible for administering benefits to You in accordance with the Service Contract terms and conditions, who is Guardzman US LLC, PO Box 1189, Bedford, TX 76095 (In Florida: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202).
3. **“Retailer”**: the merchant authorized by Us to sell this Service Contract to You, who is the manufacturer or manufacturer’s direct distributor of the Equipment that is to be covered.
4. **“You”, “Your”**: the original individual consumer that purchased this Service Contract who is to receive the coverage provided hereunder.
5. **“Covered Equipment”, “Equipment”**: the eligible item that meets the “EQUIPMENT ELIGIBILITY” requirements outlined below that is/are covered under this Service Contract.
6. **“Contract Purchase Receipt”**: the receipt document (paper or e-mail) provided to You as proof of Your Contract purchase that confirms the Term, Deductible and purchase date of Your Contract.
7. **“Equipment Purchase Price”**: the amount paid by You for the Covered Equipment (excluding any applicable taxes and/or fees), as confirmed on Your Contract Purchase Receipt.
8. **“Contract Purchase Price”**: the amount paid by You for the Service Contract (excluding any applicable taxes and/or fees), as indicated on Your Contract Purchase Receipt.
9. **“Claim”**: a demand for payment in accordance with this Contract sent by You to the Administrator or Us.
10. **“Failure”**: the mechanical or electrical breakdown of the Covered Equipment occurring during normal use, resulting in its inability to function properly as originally designed and intended, that is caused by defects in materials and workmanship; provided You have ensured all proper care and maintenance as described in the Equipment manufacturer’s assembly and/or owner’s manual.
11. **“Power Surge”**: damages to the Equipment resulting from an oversupply of voltage to Your Equipment 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 Equipment to a power source.
12. **“Deductible”**: the amount You are required to pay, per Claim, prior to receiving services under this Service Contract. NO DEDUCTIBLE PAYMENT IS REQUIRED.
13. **“Term”**: the period of time in which the provisions of this Service Contract are valid, as indicated on Your Contract Purchase Receipt.

TERRITORY

THIS SERVICE CONTRACT IS VALID AND ELIGIBLE FOR PURCHASE IN THE FOLLOWING JURISDICTIONS ONLY: the continental United States of America, plus Alaska and Hawaii. (NOTICE: all outlying U.S. territories, including but not limited to Puerto Rico, and all Canadian provinces/territories are expressly EXCLUDED).

EQUIPMENT ELIGIBILITY

To be eligible for coverage under this Contract, the product must:

- ✓ Be a genuine Bowflex® or, Nautilus, and/or Schwinn fitness product that is manufactured and intended for use in the valid territories as listed in the TERRITORY section above, and purchased within ninety (90) days of the Contract purchase date;
 - ✓ Be purchased as brand-new from an authorized Retailer, and come with a manufacturer’s original equipment parts and/or labor warranty;
 - ✓ Be solely intended for routine, personal/residential use and not for any commercial capacity (such as business, rental, institutional, educational, or any other non-residential/personal use); and
 - ✓ Not be covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as this Service Contract.
- Accessories and/or add-on options purchased separately and not essential to the basic function of the Equipment are not eligible for coverage.

YOUR RESPONSIBILITIES

MAINTENANCE AND INSPECTIONS: As specified in the Equipment manufacturer’s assembly and owner’s manual, You are required to ensure all of the care, maintenance, and inspections for the Equipment is performed as indicated. ANY FAILURE THAT IS DETERMINED BY US TO BE A RESULT OF NOT PERFORMING THE MANUFACTURER’S STATED CARE AND/OR MAINTENANCE REQUIREMENTS WILL NOT BE COVERED UNDER THIS CONTRACT.

IMPORTANT EQUIPMENT INFORMATION

If Your original Covered Equipment is ever exchanged by the manufacturer, please notify the Administrator as soon as practicable the make, model, and serial number of the new exchanged product. You can do this by either calling the Administrator at 1-888-257-9258 or by writing to the Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: 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.

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CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

1. **Coverage for damages to Your Equipment resulting from defined Power Surge** begins on Your Contract purchase date and continues for the Term shown on Your Contract Purchase Receipt.
2. **Coverage for a defined Failure of Your Equipment** begins upon expiration of the shortest portion of the manufacturer's original parts and/or labor warranty and continues for the remainder of the Term shown on Your Contract Purchase Receipt.

WHAT IS COVERED – GENERAL

In accordance with the CONTRACT TERM-EFFECTIVE DATE OF COVERAGE described above, in the event of a covered Claim, this Service Contract provides for the necessary labor and/or parts that are required to repair Your Equipment, or at Our sole discretion, a replacement product or reimbursement, in lieu of repair.

- **About Labor Coverage:** For covered labor Claims, this Contract covers the labor costs associated with the removal of defective parts and installation of the replacement parts provided under the manufacturer's warranty; *initial Equipment assembly and any type of maintenance services are not covered.*
- **About Parts Coverage:** For a covered parts Claim, this Contract covers the cost of parts, and the *labor costs associated with the installation of such parts* is only covered at the Administrator's sole discretion (see "PLACE OF SERVICE" and "HOW TO FILE A CLAIM" sections for full details). *Initial Equipment assembly or any type of maintenance services are not covered.*

IMPORTANT DISCLOSURES REGARDING WHAT IS COVERED IN GENERAL: Coverage described in this Service Contract does not replace or provide duplicative benefits during any active manufacturer's warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Contract; regardless of the manufacturer's ability to fulfill its obligations.

ALL COVERAGE PROCLAIMED UNDER THIS SERVICE CONTRACT IS EXPRESSLY SUBJECT TO THE "LIMIT OF LIABILITY" AND "EXCLUSIONS" PROVISIONS.

- **About Repairs:** When provided, parts used to repair the Covered Equipment may be new, used, or refurbished manufacturer parts that perform to the factory specifications of the original Equipment.
- **About Replacements:** If We determine Your original Covered Equipment cannot be repaired, We will make every reasonable effort to replace the defective Equipment with one of the same model/features; however, We reserve the right to replace the original Covered Equipment with one of equal or similar features and functionality, and We cannot guarantee that such replacement will be the same model, series or color as Your original Covered Equipment. Technological advances may also result in a replacement product that has a lower MSRP/selling price than Your original Covered Equipment, and this Contract does not provide for any reimbursement based on any such product cost difference. Any parts or Equipment replaced under the provisions of this Contract will become Our property entirely. Replacement products are ineligible for continued coverage under Your original Contract (however, You may be able to purchase a new Service Contract for your replacement product based on current product eligibility and coverage availability).
- **About Reimbursements:** If We decide to provide You with reimbursement, such will not exceed the amount equal to Your original Product Purchase Price, at Our sole discretion.

ADDITIONAL BENEFITS

(No separate election/purchase is required; coverage is limited to the Covered Equipment only.)

1. **POWER SURGE:** In addition to coverage for a defined Failure, this Service Contract also provides coverage for sustained damage to the Covered Equipment as a result of a defined Power Surge covered Claim. *Limited to damage sustained to the Covered Equipment only; see "WHAT IS COVERED" for how coverage will be provided.*
2. **NO LEMON GUARANTEE:** This Service Contract has an embedded benefit that consists of the following: if, within any consecutive twelve (12) month period, Your Covered Equipment has three (3) repairs covered under this Contract for the same problem and a fourth (4th) repair is required for the same covered problem, We will replace Your original Equipment with one of like kind and quality, but not necessarily same model or color, or provide You with reimbursement for a replacement.

HOW TO FILE A CLAIM

IMPORTANT: The submission of a Claim does not automatically mean that the damage to or breakdown of the Equipment is covered under Your Contract. In order for a Claim to be considered, You have to contact the Administrator first for Claim approval and repair order number.

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

1. Call toll-free 1-888-257-9258 with Your Contract Purchase Receipt readily available (calls can be made 24/7).
2. Explain the problem Your Equipment is experiencing and provide the Administrator any additional information/documentation in order to validate Your Claim.

IT IS VERY IMPORTANT THAT YOU PROVIDE FULL DETAILS AND A COMPLETE DESCRIPTION OF THE PROBLEM YOUR EQUIPMENT IS EXPERIENCING; INCLUDING ANY PICTURES, SO THAT THE ADMINISTRATOR CAN DETERMINE THE BEST COURSE OF ACTION TO GET YOUR EQUIPMENT FUNCTIONING PROPERLY AGAIN.

REFER TO THE "PLACE OF SERVICE" SECTION BELOW FOR FURTHER DETAILS.

3. After confirmation of Claim eligibility under Your Contract, the Administrator will issue a repair order number and provide You with additional information regarding what to expect next.

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 Service Contract.



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PLACE OF SERVICE (HOW COVERED SERVICE WILL BE PROVIDED)

The following is determined at the Administrator's sole discretion; as deemed appropriate for the particular problem Your Equipment is experiencing and based on the explanation You have provided when initiating the Claim. All Claims submitted in accordance with this Contract are handled individually; the place of service provision that applies to one Claim may not necessarily apply to another Claim.

1. If the Administrator determines that the covered Failure or Power Surge damage can be remedied with the replacement of parts or components, We will pay for the necessary parts/components as well as the cost of shipping such parts/components to You. (NOTE: In this case, the installation of such parts/components is Your responsibility and is not covered under this Contract.)
2. If the Administrator determines that either (a) the covered Failure or Power Surge damage needs repair service from one of Our authorized servicers, or (b) replacement parts/components that were shipped to You did not remedy the problem with Your Covered Equipment, We will dispatch an authorized servicer to Your location and will pay for the associated labor charges and the cost of any additional parts/components required to repair Your Covered Equipment.
3. If the Administrator determines that the covered Failure or Power Surge damage to Your Equipment cannot be remedied by replacement parts/components or on-site repairs by one of Our authorized servicers, We will either (a) provide You with an entire product replacement, or (b) reimbursement for the cost of an entire product replacement. (See "About Reimbursements" and "LIMIT OF LIABILITY" provisions for full details regarding how reimbursements will be handled.)

LIMIT OF LIABILITY

The total amount that We will pay for services in connection with all Claims pursuant to this Service Contract is up to the original Product Purchase Price of the Covered Equipment. Once the cumulative amount that We have paid – whether for parts/components, repair services (including labor), entire product replacement, or reimbursement – has reached the original Product Purchase Price amount, Our obligations will be considered fulfilled entirely and coverage under Your Contract ends (regardless of whether or not there is remaining time under Your originally purchased Contract Term).

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, LOST DATA, OR LOST INCOME/WAGES RESULTING FROM THE FAILURE OF OR DAMAGE TO ANY COVERED EQUIPMENT OR PART/COMPONENT THEREOF, REGARDLESS OF WHETHER SUCH FAILURE OR DAMAGE IS COVERED UNDER THE PROVISIONS OF THIS CONTRACT, OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR OR REPLACEMENT PARTS/COMPONENTS/ENTIRE PRODUCTS OR THE INABILITY TO PROVIDE EXACT MATCH ENTIRE PRODUCT REPLACEMENTS, OR FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS.

EXCLUSIONS (WHAT IS NOT COVERED)

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

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| <p>A) A pre-existing condition known to You ("<i>pre-existing condition</i>" refers to a condition known by you, that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Covered Equipment before this Contract was purchased;</p> <p>B) Any Claim related to any type of repair or replacement that was not prior authorized by the Administrator or Us;</p> <p>C) Any Claim related to cosmetic damage (<i>meaning damages or changes to the physical appearance of the Covered Equipment that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish</i>) or structural imperfections (<i>when such do not impair the overall functionality of the Covered Equipment</i>);</p> <p>D) Any merchandise that has been confirmed by Our authorized servicer to have removed or altered serial numbers;</p> <p>E) Servicing of the Equipment in association with a non-covered Claim, or shipping or delivery charges associated with the initial purchase of the Equipment;</p> <p>F) Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation, humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;</p> <p>G) Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract;</p> <p>H) Theft or mysterious disappearance, unforeseen disappearance (loss) or vandalism of or to the Equipment;</p> <p>I) Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;</p> <p>J) Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to or resulting from such;</p> <p>K) Any fitness product that has been confirmed to be used in a commercial, business, educational institution, or industrial capacity;</p> <p>L) Abuse (<i>meaning, the intentional treatment of the Covered Equipment in a harmful, injurious, malicious or offensive manner which results in its damage and/or</i></p> | <p><i>breakdown</i>), neglect, negligence, misuse, intentional harm or malicious mischief of or to the Covered Equipment;</p> <p>M) Any items that are deemed consumer replaceable by the manufacturer and designed to be replaced over time throughout the life of the Equipment; including, but not limited to: fuses, batteries, belts, bulbs and connectors;</p> <p>N) Noises; including but not limited to: squeaks, rattling, humming, and vibrations (<i>UNLESS such is related to a defined Failure or otherwise covered Claim under this Contract</i>);</p> <p>O) Improper removal or installation of any parts/components by You or installation of incorrect parts/components (whether consumer replaceable or provided under the provisions of this Contract) by You;</p> <p>P) Any/all costs associated with routine, periodic or preventative maintenance services;</p> <p>Q) Lack of providing manufacturer's recommended maintenance or operation/storage of the Equipment in conditions outside manufacturer specifications, or use of the Equipment in a manner that would cause the manufacturer's warranty coverage to be void, or use of the Equipment in a manner that is inconsistent with its design, intended purpose, or manufacturer's specifications;</p> <p>R) Adjustment, manipulation, modification, removal of any part/component of the Equipment (<i>UNLESS such was performed by one of Our authorized servicers in association with a covered Claim</i>);</p> <p>S) Any kind of manufacturer recall or rework order on the Equipment that the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs; or</p> <p>T) Service or replacement outside of the eligible jurisdictions that are specified in the "TERRITORY" provision on page 1 of this Contract.</p> <p>U) We shall not be responsible for any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.</p> |
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IMPORTANT: AS APPLICABLE TO YOUR COVERED EQUIPMENT, RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA, AND DATA RECOVERY SERVICES ARE EXPRESSLY EXCLUDED UNDER THIS SERVICE CONTRACT. WHEN AT ALL POSSIBLE, WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND ESPECIALLY PRIOR TO SUBMITTING YOUR COVERED EQUIPMENT FOR SERVICING PURSUANT TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

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

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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 the cancellation request. *NOTICE: The following cancellation provisions apply to the original purchaser of this Service Contract only.*

IF YOU CANCEL THIS CONTRACT:

1. Within 60 days of the Contract purchase date, You will receive a 100% refund of the full Contract Purchase Price paid by You, minus any Claims paid by Us (except in Missouri & Nevada where Claims deduction is prohibited). If Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.
2. After 60 days from the Contract purchase date, You will receive a pro-rata refund based on 100% of the Contract Purchase Price paid by You, minus any Claims paid by Us (except in Missouri & Nevada where Claims deduction is prohibited). If Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.

WE MAY ONLY CANCEL THIS CONTRACT FOR:

1. Non-payment of the Contract Purchase Price/fee by You;
2. Material misrepresentation by You; or
3. Substantial breach of duties under this Contract by You in relation to the Covered Equipment or its use.

If We cancel this Contract, We will provide written notice to You at least 15 days (30 days in Georgia) (21 days in Washington) prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a pro-rata refund based upon the same criteria as outlined above.

NOTICE: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You.

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 in the following states: **AL, AZ, AR, CA, CO, CT, DC, GA, HI, IL, KY, ME, MA, MN, MO, MT, NV, NH, NJ, NM, NY, NC, OH, OK, OR, SC, TX, UT, VT, VA, WA, WI, & WY**. Our obligations under this Agreement are guaranteed by a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions. In all other states, our obligations under the service contract are backed by our full faith and credit.

RENEWABILITY

This Contract is not renewable.

TRANSFERABILITY

This Contract cannot be transferred to any other party or product.

ENTIRE AGREEMENT

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

ARBITRATION

Any dispute or claim relating in any way to Your purchase or use of this Service Contract will be resolved by binding arbitration, rather than in court, except that You may assert claims in small claims court if Your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the Terms and Conditions of this Service Contract as a court would.

To begin an arbitration proceeding, You must send a letter requesting arbitration and describing Your claim to Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: Legal Dept. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, We will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where You live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, **we each waive any right to a jury trial.**

APPLICABLE LAW

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

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SPECIAL JURISDICTIONAL REQUIREMENTS/AMENDATORIES

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: HOW TO FILE A CLAIM - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-888-257-9258 or by visiting www.MyProtectionPlan360.com. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. Arbitration is non-binding in the state of Alabama. Arbitration proceedings shall be conducted in the country in which the consumer resides.

Arizona: LIMIT OF LIABILITY is amended as follows: 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, lost data, or lost income/wages resulting from the failure of or damage to any covered product or component thereof, regardless of whether such failure or damage is covered under the provisions of this contract, or from delays in service or the inability to render service, or resulting from the unavailability of repair or replacement parts/components/items or inability to provide exact match replacement, or if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate; including any inherent product flaws.

EXCLUSIONS (WHAT IS NOT COVERED) - We shall not provide coverage only for those specifically listed items in the "EXCLUSIONS (WHAT IS NOT COVERED)" section which occurred while owned by You. "Pre-existing conditions" definition " is amended to include: may not be excluded if such conditions were known or should reasonably have been known by Us or the Retailer. Arbitration does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about the process, You may contact the Arizona Department of Insurance and Financial Institutions (DIFI) at 100 North 15th Avenue, Suite 261, Phoenix, AZ 85007-2630, ATTN: Consumer Affairs.

Arkansas: HOW TO FILE A CLAIM - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-888-257-9258 or by visiting www.MyProtectionPlan360.com. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com any time. Failure to obtain prior authorization may result in non-payment.

California: Guardsman Industries, LLC (License No. SA-83) is the Service Contract Administrator and Guardsman US LLC (License No. S-29831) is the obligor for this Service Contract. **CANCELLATION** is amended as follows: This Service Contract may be cancelled by the Service Contract Holder for any reason, including, but not limited to, the 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 sixty (60) days of the date You received the Service Contract and no claims have been paid, You will be refunded the full Service Contract price. If You have made claims against the Service Contract or cancellation notice is received by the Administrator after sixty (60) days of the date You received the Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any claims paid.

Connecticut: This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, P.O. Box 1189 Bedford, TX 75065, 1-888-325-2336 and You. We must make reasonable efforts to resolve disputes over the terms of this Service Contract with You. In the event of a dispute with Administrator, You may file a formal written complaint with 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 returned, sold, lost, stolen or destroyed.

Florida: This Service Contract is between the Provider, WCPS of Florida, Inc. (License No. 80202) and You, the purchaser. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation. **CANCELLATION** is deleted and replaced with the following: 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. In the event the Service Contract is canceled by You, 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. If after 60 days, the Service Contract is canceled by You, You will receive not less than ninety (90%) percent of the unearned pro rata premium, less any claims paid on the Contract. 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. **GUARANTEE** section of this Contract is deleted and replaced with: This is not an insurance contract.

Georgia: CANCELLATION is amended as follows: If a cancellation fee is applicable, it will not exceed 10% of the pro-rata refund amount and only applies to cancellations by the contract holder. The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. If the Provider cancels, the Provider must provide 30 days written notice of cancellation. If the purchase of this Contract was financed, the lienholder may only cancel this Contract for non-payment if they hold a power of attorney. **EXCLUSIONS (WHAT IS NOT COVERED)** – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. PRE-

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EXISTING CONDITIONS – The "PreExisting Condition:" is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract. Any arbitration provision is deleted in its entirety. **GUARANTY** is amended to include: If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Illinois: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to defects in materials or workmanship, Power Surge event, or ADH event if applicable to Your Plan, after the effective date of this Service Contract This Service Contract does not cover failures resulting from normal wear and tear.

Indiana: This Contract is not insurance and is not subject to Indiana insurance law. **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.

Maine: **GUARANTY** is amended to include: If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

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

Missouri: **GUARANTY** is amended to include: If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Nevada: **CANCELLATION** is amended as follows: In no event will any claims incurred or paid be deducted from any refund. We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for nonpayment by You, fraud or material misrepresentation by You, or a substantial breach of duties by You relating to the covered property or its use if it occurred after the effective date of the service contract and it substantially and materially increased the service required under the service contract. If We cancel this Service Contract, You will be entitled to a pro-rata refund of the unearned Service Contract fee, no cancellation fee shall apply, and We shall mail a written notice to You at the last known address held by Us at least fifteen (15) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. If Your Service Contract was financed, the outstanding balance will be deducted from any refund. **EXCLUSIONS (WHAT IS NOT COVERED)** – This Contract provides coverage that is excess over any other applicable coverage. Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract, or damages arising from such actions are excluded.

Any reference to 'administrative fee' with respect to cancellation is changed to 'cancellation fee'.

If You are not satisfied with the manner in which We are handling Your claim, You may contact the Nevada Insurance Commissioner by use of the toll-free telephone number of the Insurance Division, (888) 872-3234.

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: **GUARANTY** is amended to include: This service contract is insured by Technology Insurance Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to Technology Insurance Company at 866-505-4048, regulatorycompliance@amtrustgroup.com, or 59 Maiden Lane, 43rd Floor, New York, NY 10038. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

CANCELLATION is amended as follows: We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for the following acts by the Contract Holder: Non-payment; discovery of fraud or material misrepresentation by the Contract Holder in obtaining the Service Contract or in presenting a claim; or discovery of either of the following if it occurred after the effective date of the Service Contract and substantially and materially increased the service required under the Service Contract: an act or omission; or a violation of any condition of the Service Contract.

New Jersey: The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

New York: Warrantech Consumer Product Services, Inc., P.O. Box 1189 Bedford TX 76095 is the Obligor for this Service Contract.

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

Ohio: **GUARANTY** is amended to include: If a cancellation refund or a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Oklahoma: The Service Warranty Association is Guardsman CPS LLC, 909 3rd Avenue, 33rd Floor, New York, NY 10022, New York, NY 10022, 1-888-325-2336, Oklahoma Identification #520822354. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** is deleted and replaced with the following: You may cancel Your Service Contract at any time by informing Us or the Administrator. If You cancel this Service Contract within the first thirty (30) days and no Claim has been authorized or paid within the first thirty (30) days, We will refund the entire Service Contract purchase price. If You cancel this Service Contract after the first thirty (30) days, or have made a Claim within the first thirty (30) days, return of the Provider fee shall be based upon one hundred percent (100%) of

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the unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract. If We cancel this Service Contract, return of the Provider fee shall be based upon one hundred percent (100%) of unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract.

Oregon: This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, P.O. Box 1189, Bedford, TX 76065, 1-888-325-2336 and You. NOTICE: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. **HOW TO FILE A CLAIM** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-888-257-9258 or by visiting www.MyProtectionPlan360.com. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com/ any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is amended to add: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. NOTICE: As used in the **"EXCLUSIONS (WHAT IS NOT COVERED)"** section of this Contract, the word "data" refers to non-proprietary information. **ARBITRATION-** The Arbitration Provision is deleted and replaced as follows: If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Plan holder. Arbitration will take place under the laws and will prevail unless it conflicts with the Federal Arbitration Act. Notwithstanding the foregoing, either party may bring an individual action in small claims court or trial by jury. This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. You agree that by entering into this Plan, You and We are each waiving the right to participate in a class action.

South Carolina: If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

Texas: The Administrator is Guardsman US LLC, Service Contract Administrator No. 731. If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. **CANCELLATION** section is amended as follows: You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract. If this Service Contract is cancelled within the first thirty (30) days, We will refund the entire Service Contract charge, less claims paid. If this Service Contract is cancelled after the first thirty (30) days, You will receive a pro-rata refund of the Service Contract price less claims paid. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of Your cancellation request to the Provider. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Contract is canceled. These provisions apply only to the original purchaser of the Service Contract. **GUARANTY** is amended to include: If a cancellation refund is not provided within forty-five (45) days after the cancellation request has been received, or if a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

Utah: The Provider/Obligor is Guardsman US LLC, P.O. Box 1189, Bedford, TX 76095, 1-888-325-2336. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. **GUARANTY** is amended to include: If any claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions. **CANCELLATION** – Is amended as follows: We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of contractual duties by You relating to the covered property or its use. If We cancel this Service Contract for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Service Contract for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation.

Virginia: If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

Washington: Warrantech Consumer Product Services, Inc. P.O. Box 1189 Bedford, TX76095 is the Obligor for this Service Contract. The State of Washington is the jurisdiction for any civil action in connection with this Contract. **EXCLUSIONS (WHAT IS NOT COVERED)**– What is excluded from coverage is limited to that which is expressly stated under the **"EXCLUSIONS (WHAT IS NOT COVERED)"** section of this Service Contract which occurred while owned by You. **GUARANTY** is amended to include: A contract holder is entitled to apply directly to Wesco Insurance Company, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048 for refund, payment or performance due.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. All references to "Service Agreement/Agreement" are hereby deleted and replaced with "Service Contract". **CANCELLATION** is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator. If this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty

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(30) days the refund is not paid by Us. For Service Contracts canceled subsequent to the period stated above or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid. We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered. **GUARANTY** is deleted and replaced as follows: Our obligations under this Agreement are guaranteed by a service contract reimbursement insurance policy issued by Technology Insurance Company, Inc. (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If the provider does not provide, or reimburse or pay for, a service that is covered under this Agreement within sixty (60) days after You provide proof of loss, or if the provider becomes insolvent or otherwise financially impaired, You may file a claim directly with Insurance Company for reimbursement, payment, or provision of the service. Please call 1-866-505-4048 for instructions.

Wyoming: You may return this Service Contract within twenty (20) days of the date this Service Contract was provided to you, or within ten (10) days if the Service Contract was delivered to you at the time of sale. If you made no claim, the Service Contract is void and the full purchase price will be refunded to you. The Administrator will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the Administrator. These provisions apply only to the original purchaser of the Service Contract. In the event Administrator cancels the Service Contract, Administrator will mail a written notice to you at your last known address at least ten (10) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by you relating to the covered property or its use, or a substantial breach of your duties relating to the covered product or its use.

**Log onto the Administrator's website at www.MyProtectionPlan360.com or
Call 1-888-257-9258 to obtain a copy of these terms & conditions.**