TERMS & CONDITIONS

Thank you *for purchasing the [Bowflex® Protection Plan/Protection Plan Plus, and/or Schwinn Fitness™ Protection Plan/Protection Plan Plus!]* 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 [800-800-1492.]

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 National Product Care Company in all states except; in Texas where it is National Product Care Company dba Texas National Product Care Company, Inc.; in Washington where it is ServicePlan, Inc; and in Arizona, Florida, and Oklahoma where it is Service Saver, Incorporated (Florida license number 80173, Oklahoma license number 44198049). All are located at [175 West Jackson Blvd., Chicago, Illinois 60604], [(800) 209-6206].
2. **"Administrator":** the entity responsible for administrating benefits to You in accordance with the Service Contract terms and conditions, who is Safeware, The Insurance Agency Inc. (Texas License number 184), in all states except in Alabama, Arkansas, Georgia, Minnesota, Missouri, Nevada, New Mexico, Oregon, Utah, and Wyoming where it is Safeware Inc, except in Florida, Indiana, Kentucky, Maryland, New Jersey, New York, and Oklahoma where it is Safeware Group Inc, Except in Arizona, New Hampshire, and Wisconsin where it is Safeware, except in Vermont where it is Safeware Group. All are located at [5700 Perimeter Drive, Suite E, Dublin, OH 43017] [(800) 800-1492].
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 <u>not</u> 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 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 <u>not</u> 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 [1-800-800-1492] or by writing to the Administrator at [5700 Perimeter Drive, Suite E, Dublin, OH, 43017 ATTN: Client Services]. *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*.

[BOWFLEX PROTECTION AND/OR SCHWINN PROTECTION]:

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.

EQUIPMENT ELIGIBILITY: This covers Equipment purchased as new for use in the United States. For new Equipment, the manufacturer's warranty must be valid within the United States and provide a minimum of 1-year parts and labor coverage for cardiovascular equipment and a minimum of 1-year parts for strength training equipment. Residential Coverage Service Contracts only cover residential use of Your Product.

WHAT IS COVERED:

We agree to repair or replace Your Equipment in the event Your Equipment is rendered inoperable due to a mechanical or electrical Failure during the term of this Service Contract, if the Equipment is not covered under any insurance, warranty, guarantee and/or Contract. Parts used to repair or replace Your Equipment may be new, used, refurbished, and/or non-original manufacturer parts that perform to the factory specifications of Your Equipment. This Contract does not cover repair or replacement of the Equipment for any of the causes, or provide coverage for any losses set forth in the section entitled "WHAT IS NOT COVERED" below. Coverage does not apply to accessories that are used in conjunction with or to enhance the performance of the Equipment, unless the manufacturer considers the accessory integral to the operation of the Equipment and the accessory is covered under the manufacturer's parts and labor warranty. 1. Residential Equipment Parts and Labor Service Contract: If You purchased this Contract, in the event of a covered claim, We will furnish labor and/or parts required to repair the mechanical or electrical Failure of Your Equipment. In lieu of repairing the Equipment, We reserve the right, at Our sole discretion, to replace Your Equipment with a product of equal or similar features and functionality. If Your Equipment is replaced, We will have no further obligation to repair or replace Your Equipment and You will not be entitled to make any further claims under this Service Contract.

ADDITIONAL BENEFITS

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.
3. **PREMIUM COVERAGE:** If you purchased a Service Contract that provides Premium Coverage as stated on Your Contract Purchase Receipt or Your Declarations Page, Your Service Contract includes the following coverage:
    - **BATTERY COVERAGE**: If Your Equipment has a manufacturer installed battery, this Service Contract also covers a one-time replacement of that battery for mechanical or electrical failure, excluding consumed batteries.

- **ACCIDENTAL DAMAGE FROM HANDLING**: This Service Contract also covers Failure of Your Equipment resulting from sudden and unforeseen accidental damage to Your Equipment, provided such damage was in the course of regular use of the Equipment by You, subject to the Plan exclusions and limit of liability stated below. ADH Coverage does not provide protection against wear and tear, theft, mysterious disappearance, misplacement, lost parts, viruses, reckless, abusive, willful, or intentional conduct associated with handling and use of the Equipment, cosmetic damage and/or other damage that does not affect unit functionality, or damage caused during shipment between You and Our service providers. "Abuse" is defined as Your intentional non-utilization of protective items during the use of Your Equipment, or Your treatment of the Equipment in a harmful, injurious, or offensive manner that may result in its damage. Any resultant damage from this type of treatment is NOT covered by ADH Coverage
- **HIGH WEAR ITEMS**: If Your Equipment has High Wear Items. High Wear Items are defined as items that have a warranty period that is smaller than the manufacturers major component warranty period. These items must have a warranty period of 90 days or greater. These could include but are not limited to: headphone jacks, consoles, electronics, USB ports etc.

EXCLUSIONS FOR [BOWFLEX PROTECTION AND/OR SCHWINN PROTECTION]

(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:

A) A pre-existing condition known to You *("pre-existing condition" 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;*

B) Any Claim related to any type of repair or replacement that was not prior authorized by the Administrator or Us;

C) Any Claim related to cosmetic damage *(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)* or structural imperfections *(when such do not impair the overall functionality of the Covered Equipment)*;

D) Any Battery failure unless you purchased a Premium Coverage. Any Battery failure beyond the one-time Battery Replacement, or Battery Leakage, unless Battery Failure or Leakage is caused by a Covered Claim. Any damage caused by Battery Failure or Battery Leakage.

E) Any Accidental Damage, unless and ADH contract was purchased, including physical/mechanical/electrical damage caused by dropping collision or spills;

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

G) Servicing of the Equipment in association with a non-covered Claim, or shipping or delivery charges associated with the initial purchase of the Equipment;

H) 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;

I) 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;

J) Theft or mysterious disappearance, unforeseen disappearance (loss) or vandalism of or to the Equipment;

K) Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;

L) Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to or resulting from such;

M) Any fitness product that has been confirmed to be used in a commercial, business, educational institution, or industrial capacity;

N) Abuse *(meaning, the intentional treatment of the Covered Equipment in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown),* neglect, negligence, misuse, intentional harm or malicious mischief of or to the Covered Equipment;

O) 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 (unless you purchased Battery Coverage), belts, bulbs and connectors;

P) Noises; including but not limited to: squeaks, rattling, humming, and vibrations *(UNLESS such is related to a defined Failure or otherwise covered Claim under this Contract)*;

Q) 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;

R) Any/all costs associated with routine, periodic or preventative maintenance services;

S) 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;

T) Adjustment, manipulation, modification, removal of any part/component of the Equipment *(UNLESS such was performed by one of Our authorized servicers in association with a covered Claim)*;

U) 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

V) Service or replacement outside of the eligible jurisdictions that are specified in the "TERRITORY" provision on page 1 of this Contract.

W) 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.

X) Improper packaging and/or transportation damage during shipment to a service center or relocation of the covered equipment;

Y) Repairs necessitated by operation outside of the manufacturer operational or environmental specifications;

Z) Improper or inadequate storage;

AA) Damage to covered part caused by a non-covered part;

BB) Improper installation of customer replaceable components, modules, parts and/or installation of incorrect parts, unless the incorrect parts were provided under a prior Service Contract Claim;

CC) Operational errors on the part of the consumer in such a manner as would void coverage under the manufacturer's warranty;

DD) Equipment sold without a manufacturer's warranty or "as-is";

EE) Consequential damages or delay in rendering service under the Service Contract, or loss of use or data during the period the covered Equipment is at an authorized repair facility or otherwise awaiting parts;

FF) Failure to product attachment not provided by the manufacturer or included in the original sale;

GG) Liability or damage to property, or injury or death to any person arising out of the operation, maintenance or use of the covered product;

HH) Costs associated with tearing apart walls, carpeting, floors, and cabinetry associated with installations, repairs, or removals;

II) All claims not reported during the term of the Service Contract;

JJ) Any taxes associated with the replacement of the Equipment, whether partial replacement or full replacement;

KK) All non-functioning parts, including but not limited to pedals, straps, casings, covers, shrouds, endcaps and handgrips;

LL) SERVICE OR REPAIR NOT AUTHORIZAED BY ADMINISTRATOR. 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. YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS PLAN DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO YOUR COVERED PRODUCT. IF YOUR COVERED 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. SHOULD THE MANUFACTURER OF YOUR PRODUCT BECOME INSOLVENT OR SUBJECT TO BANKRUPTCY PROCEEDINGS OR THE MANUFACTURER NO LONGER PROVIDE PRODUCT SUPPORT AND ALL PARTS SOURCES HAVE BEEN EXHAUSTED DURING THE COVERAGE PERIOD OF THIS PLAN, ADMINISTRATOR AND WE SHALL BE EXCUSED FROM PERFORMANCE HEREUNDER AND YOU SHALL BE RECEIVE A FULL REFUND OF THE PURCHASE PRICE PAID BY YOU FOR THE PLAN LESS CLAIMS PAID.

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. Go to [www.safeware.com] to submit a claim or call the toll-free number at [800-800-1492] between the hours of 8:00 AM and 6:00 PM eastern time.
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.

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.

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.

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 by contacting [800-800-1492], by writing at [5700 Perimeter Drive, Suite E., Dublin, OH, 43017] or by visiting [www.safeware.com]. 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 .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. 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.
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 (mailing or electronic 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. The Obligations of the Provider under this Service Contract are insured by a reimbursement insurance policy issued by Virginia Surety Company, Inc., [175 West Jackson Blvd., Chicago, Illinois 60604], [(800) 209-6206]. If the Obligor fails to provide service or pay a claim within sixty (60) days, after proof of loss has been provided, You may submit Your claim directly to the insurer at the above address. In Washington: Obligations of the Obligor under this Service Contract are backed by the full faith and credit of the Obligor.

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

This Service Contract requires binding arbitration if there is an unresolved dispute between You and Us and or the Retailer concerning this Service Contract (including the cost of, lack of or actual repair or replacement arising from a breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Service Contract by a judge and/or a jury. You also agree not to participate as a class representative or a class member in any class action litigation, or any class arbitration, or any consolidation of individual arbitrations. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute.

The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Service Contract. To start arbitration, either You or We must make a written demand to the other party for arbitration. You may make a written demand directly to Us at [175 West Jackson Blvd., Chicago, IL 60604, Attn: Law Department. This demand must be made within one year of the earlier of: I. The date the breakdown occurred or the date the dispute arose or II. The applicable statute of limitations period if that period is longer.

One mutually agreed upon arbitrator will be identified. We will advance to you all or part of the fees of the AAA and of the arbitrator. The arbitrator may otherwise allocate these fees. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all substantive matters arising out of or relating to this Plan and all transactions contemplated by this Plan, including, without limitation, the validity, interpretation, construction, performance, and enforcement of this Plan. In the event either party files a claim(s) against the other, resulting in a ruling that a portion of this Plan is unenforceable, the portion of this Plan that has been ruled to be unenforceable shall be severed, and the remaining provisions shall be enforced. However, if the portion of the Plan that was ruled to be unenforceable is or includes the above waiver of class action rights, then this Plan shall be unenforceable in its entirety.

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

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 [1-800-800-1492] or by visiting [www.safeware.com]. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is amended as follows: If You cancel this Contract within the first twenty (20) days after the date the Contract was mailed or within ten (10) days of delivery, and no service events have been paid, the Contract is void and We will issue a 100% refund of the full Contract Purchase Price paid by You. This provision applies only to the original purchaser of the Service Contract, and only if no claim has been made prior to cancellation. No claims paid will be deducted from any refund regardless of who initiates the cancellation. If We cancel this Contract, We will provide written notice to You, with the cancellation date and reason for cancellation at the last known mailing or electronic address, at least five (5) days prior to cancellation. Prior notice is not required for cancellation due to nonpayment of the Contract Purchase Price/fee or a material misrepresentation by You relating to the Covered Equipment or its use. **ARBITRATION** is amended as follows: All references to the state of "Illinois" are replaced with "Alabama".

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)** - "Pre-existing conditions" is amended to include: may not be excluded if such conditions were known or should reasonably have been known by Us or the Retailer. **CANCELLATION** is amended as follows: We will not cancel or void this Contract due to acts or omissions by Us or Our subcontractors for failure to provide correct information or failure to perform the services or repairs provided in a timely, competent, workmanlike manner. We will not cancel this Contract due to misrepresentation by the Us or Our subcontractors. We may cancel or void coverage due to material acts or omissions by You which may include Your fraudulent or unlawful acts arising out of or relating to the Contract or Your use of the Covered Equipment in a manner other than as intended by the manufacturer that is likely to increase the likelihood that the Covered Equipment will be damaged or require repairs. The **ARBITRATION** provision is amended by adding the following: Notwithstanding the Arbitration provision, You have the right to file a complaint with the Arizona Department of Insurance and Financial Institutions (DIFI). You can file a complaint with the D.I.F.I. against a service company issuing an approved Contract by contacting the Consumer Protection Division of the D.I.F.I. at 100 North 15th Avenue, Suite 261, Phoenix, AZ 85007-2630, ATTN: Consumer Affairs, phone number 602-364-2499.

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 [1-800-800-1492] or by visiting [www.safeware.com]. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is amended as follows: If You cancel this Contract within the first twenty (20) days after the date the Contract was mailed or within ten (10) days of delivery, and no service events have been paid, the Contract is void and We will issue a 100% refund of the full Contract Purchase Price paid by You. This provision applies only to the original purchaser of the Service Contract, and only if no claim has been made prior to cancellation. Prior notice is not required for cancellation due to nonpayment of the Contract Purchase Price/fee or a material misrepresentation by You or a substantial breach of duties by You relating to the Covered Equipment or its use.

California: CANCELLATION is amended as follows: If You cancel this Contract within the first sixty (60) days of receipt and no claim has been made, You will receive a refund of 100% of the full Contract Purchase Price. You may cancel this Contract if You return the Covered Equipment(s), or the Covered Equipment(s) is sold, lost, stolen, or destroyed. **ARBITRATION** is amended to include as follows: The arbitration provision does not limit or abridge in any way the filing by a California resident of a civil action to enforce rights conferred by the Ralph Civil Rights Act, California Civil Code Section 51.7. Nothing herein shall prevent You from bringing an action in a small claims court of appropriate jurisdiction for damages not to exceed $5,000.00. The arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Department of Consumer Affairs. To learn more about this process, You may contact them at [1-800-952-5210], or You may write to Department of Consumer Affairs, Consumer Information Division, [4244 S. Market Court, Suite D, Sacramento, CA 95834], or You may visit their website at [www.bhgs.dca.ca.gov].

Colorado: CANCELLATION is amended as follows: If You cancel this Contract within twenty (20) days after the date the Contract was mailed or within ten (10) days of delivery, and no service events have been paid, the Contract is void and We will issue a one hundred percent (100%) refund of the full Contract Purchase Price paid by You. This provision applies only to the original purchaser of the Service Contract, and only if no claim has been made prior to cancellation. If We cancel this Contract, We will provide written notice to You, with the cancellation date and reason for cancellation at the last known mailing or electronic address, at least five (5) days prior to cancellation. Prior notice is not required for cancellation due to nonpayment of the Contract Purchase Price/fee or a material misrepresentation by You, or a substantial breach of duties relating to the Covered Equipment or its use. This provision applies only to the original purchaser of the Contract, is not transferable and only if a claim has not been made under the Contract prior to cancellation.

Connecticut: If We are unable to resolve any disputes with You regarding this Contract, You may file a 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 price of the Covered Equipment, the cost of repair of the Covered Equipment and a copy of the warranty Contract. **CANCELLATION** is amended as follows: You may cancel this Contract if You return the Covered Equipment, or the Covered Equipment is sold, lost, stolen or destroyed.

District of Columbia: CANCELLATION is amended as follows: If You cancel this Contract within thirty (30) days of receipt and the Contract is cancelled within the applicable time period and no claim has been made, the Contract is void and You will receive a one hundred percent (100%) refund of the purchase price paid for this Contract. This provision applies only to the original purchaser of the Contract, is not transferable and only if a claim has not been made under the Contract prior to cancellation. We may not cancel this Contract except for fraud, material misrepresentation or non-payment of the purchase price by You. If We cancel this Contract, We must provide You with a written notice at least five (5) days prior to cancellation at Your last known address, with the effective date for cancellation and the reason for cancellation.

Florida: The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation. **ARBITRATION** is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suite in a court of competent jurisdiction. The arbitration action will take place in the county where you reside.

Georgia: CANCELLATION is amended as follows: If You cancel this Contract within the first twenty (20) days after the date the Contract was mailed or within ten (10) days of delivery, and no service events have been paid, the Contract is void and We will issue a 100% refund of the full Contract Purchase Price paid by You. This provision applies only to the original purchaser of the Service Contract, and only if no claim has been made prior to cancellation. We may only cancel this Contract for fraud, material misrepresentation, or nonpayment. If We cancel, the We will provide thirty (30) days written notice of cancellation. **ARBITRATION** is amended as follows: Any arbitration provision is deleted in its entirety.

Hawaii: **CANCELLATION** is amended as follows: If You cancel this Contract within thirty (30) days of the date the contract was mailed to You or twenty (20) days of the date the Contract was delivered to You, and no service events have been paid, the Contract will be void and We will refund to You or credit Your account the entire purchase price of the Contract. This provision applies to the original purchaser of the Contract, is not transferable and only if a claim has not been made under the Contract prior to cancellation. If We cancel this Contract, We will provide written notice to You, with the cancellation date and reason for cancellation at the last known mailing or electronic address, at least five (5) days prior to cancellation. Prior notice is not required for cancellation due to nonpayment of the Contract Purchase Price/fee or a material misrepresentation by You, or a substantial breach of duties relating to the Covered Equipment or its use.

Maine: 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 [1-800-800-1492] or by visiting [www.safeware.com].. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is amended as follows: If You cancel this Contract within the first twenty (20) days after the date the Contract was mailed or within ten (10) days of delivery, and no service events have been paid, the Contract is void and We will issue a 100% refund of the full Contract Purchase Price. This provision applies only to the original purchaser of the Service Contract, and only if no claim has been made prior to cancellation.

Massachusetts: CANCELLATION is amended as follows: If You cancel this Contract within the first twenty (20) days after the date the Contract was mailed or within twenty (20) days of delivery, and no service events have been paid, the Contract is void and We will issue a 100% refund of the full Contract Purchase Price paid by You. This provision applies only to the original purchaser of the Service Contract, and only if no claim has been made prior to cancellation. If We cancel this Contract, We will provide written notice to You, with the cancellation date and reason for cancellation at the last known mailing or electronic address, at least five (5) days prior to cancellation. Prior notice is not required for cancellation due to nonpayment of the Contract Purchase Price/fee or a material misrepresentation by You, or a substantial breach of duties relating to the Covered Equipment or its use.

Maryland: CANCELLATION is amended as follows: If You cancel this Contract within the first twenty (20) days after the date the Contract was mailed or within twenty(20) days of delivery, and no service events have been paid, the Contract is void and We will issue a 100% refund of the full Contract Purchase Price paid by You. This provision applies only to the original purchaser of the Service Contract, and only if no claim has been made prior to cancellation. This Contract is extended automatically when We fail to perform the services under this Contract. This Contract will not terminate until services are provided in accordance with the terms of the Contract.

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

Minnesota: CANCELLATION is amended as follows: If You cancel this Contract within the first twenty (20) days after the date the Contract was mailed or within ten (10) days of delivery, and no service events have been paid, the Contract is void and We will issue a 100% refund of the full Contract Purchase Price paid by You. This provision applies only to the original purchaser of the Service Contract, and only if no claim has been made prior to cancellation. If We cancel this Contract, We will provide written notice to You, with the cancellation date and reason for cancellation at the last known mailing or electronic address, at least five (5) days prior to cancellation. **ARBITRATION** is amended as follows: Any ARBITRATION shall take place in the state where You reside or at any other place agreed to in writing by You and National Product Care Company.

Missouri: 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 [1-800-800-1492] or by visiting [www.safeware.com]. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is amended as follows: If You cancel this Contract within the first twenty (20) days after the date the Contract was mailed or within ten (10) days of delivery, and no service events have been paid, the Contract is void and We will issue a 100% refund of the full Contract Purchase Price paid by You. This provision applies only to the original purchaser of the Service Contract, and only if no claim has been made prior to cancellation. No claims incurred or paid will be deducted from any refund regardless of who initiates the cancellation.

Montana: CANCELLATION is amended as follows: If We cancel this Contract, We will provide written notice to You at Your last known mailing or electronic address at least five (5) days prior to the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract purchase price, a material misrepresentation of the Service Contract holder to the provider, or substantial breach of duties by the Contract holder relating to the covered Product or its use.

Nevada: 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. This Contract will not cover any unauthorized or non-manufacturer-recommended modifications to the Covered Product, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the Covered Product is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Contract will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Contract.

CANCELLATION is amended as follows: If You cancel this Contract within the first twenty (20) days after the date the Contract was mailed or within ten (10) days of delivery, and no service events have been paid, the Contract is void and We will issue a 100% refund of the full Contract Purchase Price paid by You. This provision applies only to the original purchaser of the Service Contract, and only if no claim has been made prior to cancellation. No claims incurred or paid will be deducted from any refund regardless of who initiates the cancellation. If You have an emergency which involves the loss of heating or cooling, plumbing, substantial loss of electrical service, and the emergency renders a dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling, repairs will begin within twenty-four (24) hours after the report of Your claim and will be completed as soon as reasonably practicable thereafter. If We determine that the repairs cannot be practicably completed within three (3) calendar days after the report of the claim, We will provide a status report to You at Your last known address and the Commissioner by electronic mail at [pcinsinfo@doi.nv.gov] no later than three (3) calendar days after the report of the claim. We may cancel this Service Contract within the first seventy (70) days 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 Your Service Contract was financed, the outstanding balance will be deducted from any refund.
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: Under **DEFINITIONS**, **Equipment Purchase Price**, the following is added: **Equipment Purchase Price**: [ ]. 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]. All arbitration in New Hampshire is subject to RSA 542.

New Mexico: If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at [1-855-427-5674]. **CANCELLATION** is amended as follows: If You cancel this Contract within the first twenty (20) days after the date the Contract was mailed or within ten (10) days of delivery, and no service events have been paid, the Contract is void and We will issue a 100% refund of the full Contract Purchase Price paid by You. This provision applies only to the original purchaser of the Service Contract, and only if no claim has been made prior to cancellation. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within sixty (60) days after return of the Service Contract to the provider. We may not cancel this Contract once it has been in effect for at least seventy (70) days before the expiration of the agreed term or one (1) year after the effective date of the Contract, whichever occurs first, except for the following conditions: nonpayment of the Contract purchase price; You are convicted of a crime which results in an increase in the service required under the Service Contract; a material misrepresentation by You in purchasing the Service Contract or obtaining service; or substantial breach of duties by You relating to the covered Product or its use. If We cancel, You will receive a refund for any unearned pro rata price paid, less any claims paid

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. **CANCELLATION** is amended as follows: If You cancel this Contract within the first twenty (20) days after the date the Contract was mailed or within ten (10) days of delivery, and no service events have been paid, the Contract is void and We will issue a 100% refund of the full Contract Purchase Price paid by You. This provision applies only to the original purchaser of the Contract, and only if no claim has been made prior to cancellation. Prior notice is not required for cancellation due to nonpayment of the Contract Purchase Price/fee or a material misrepresentation by You, or a substantial breach of duties relating to the covered Product or its use.

New York: EMERGENCY REPAIRS is added as follows: If an emergency occurs which requires a repair to be made when the Administrator's office is closed, and prior authorization for repair cannot be obtained, You should follow the claims procedures and contract the Administrator for claims instructions during normal business hours immediately following the emergency repairs. **CANCELLATION** is amended as follows: If You cancel this Contract within the first twenty (20) days after the date the Contract was mailed or within ten (10) days of delivery, and no service events have been paid, the Contract is void and We will issue a 100% refund of the full Contract Purchase Price paid by You. This provision applies only to the original purchaser of the Contract, and only if no claim has been made prior to cancellation This applies only to You, is not transferable and only if a claim has not been made under the Contract prior to cancellation.

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

Oklahoma: This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. **ARBITRATION** is amended as follows: All references to "Illinois" are replaced with "Oklahoma". **NON-BINDING ARBITRATION**: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in district court.

Oregon: 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. **EMERGENCY REPAIRS** is added as follows: If an emergency occurs which requires a repair to be made when the Administrator's office is closed, and prior authorization for repair cannot be obtained, You should follow the claims procedures and contract the Administrator for claims instructions during normal business hours immediately following the emergency repairs. **ARBITRATION** is deleted in its entirety.

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, [Capitol Center, at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201], or by phone at [(800) 768-3467]. **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 [1-800-800-1492] or by visiting [www.safeware.com]. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is amended as follows: If You cancel this Contract within the first twenty (20) days after the date the Contract was mailed or within ten (10) days of delivery, and no service events have been paid, the Contract is void and We will issue a 100% refund of the full Contract Purchase Price paid by You. This provision applies only to the original purchaser of the Contract, and only if no claim has been made prior to cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the covered Product or its use.

Texas: The Administrator is Safeware, The Insurance Agency Inc. (Texas License Number 184). If You have any questions or a complaint regarding this Contract, You may contact the Texas Department of Licensing & Regulation, [P.O. Box 12157, Austin, Texas 78711], [(512) 462-6599 or (800) 803-9202 (within TX only)]. If We cancel this Contract, We will provide written notice to You, with the cancellation date and reason for cancellation at the last known mailing or electronic address, at least five (5) days prior to cancellation. Prior notice is not required for cancellation due to nonpayment of the Contract Purchase Price/fee or a material misrepresentation by You, or a substantial breach of duties relating to the covered Product or its use.

Utah: The Obligations of the Provider/Obligor under this Service Contract are insured by a reimbursement insurance policy issued by Virginia Surety Company, Inc. , 175 West Jackson Blvd., Chicago, Illinois, 60604, (800) 209-6206. If the Obligor fails to provide service or pay a claim within sixty (60) days, after proof of loss has been provided, You may submit Your claim directly to the insurer at the above address. The Administrator is Safeware Inc., 5700 Perimeter Drive, Suite E., Dublin, OH 43017, (800) 800-1492. 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 Contract is not guaranteed by the Property and Casualty Guaranty Association. **HOW TO FILE A CLAIM** is amended as follows: If an emergency occurs which requires repair to be made when the Administrator's office is closed and prior authorization for repair cannot be obtained, You should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following emergency repair. **CANCELLATION** is amended as follows: After sixty (60) days, We may only cancel for the following reasons: material misrepresentation, substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering in the Contract, or substantial breach of contractual duties, conditions, or warranties. The **ARBITRATION** provision is deleted and replaced with the following: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

Vermont: 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 [1-800-800-1492] or by visiting [www.safeware.com]. Failure to obtain prior authorization may result in non-payment**. CANCELLATION** is amended as follows: If You cancel this Contract within the first twenty (20) days after the date the Contract was mailed and no service events have been paid, the Contract is void and We will issue a 100% refund of the full Contract Purchase Price paid by You. **ARBITRATION** is amended as follows: All references to the state of "Illinois" are replaced with "Vermont".

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 [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml] to file a complaint.

Washington: The Obligations of the Service Contract Provider are backed by the full faith and credit of the Service Contract Provider." **EMERGENCY REPAIRS** is added as follows: If an emergency occurs which requires a repair to be made when the Administrator's office is closed, and prior authorization for repair cannot be obtained, You should follow the claims procedures and contract the Administrator for claims instructions during normal business hours immediately following the emergency repairs. **CANCELLATION** is amended as follows: If You cancel this Contract within the first twenty (20) days after the date the Contract was mailed or within ten (10) days of delivery, and no service events have been paid, the Contract is void and We will issue a 100% refund of the full Contract Purchase Price paid by You. This provision applies only to the original purchaser of the Service Contract, and only if no claim has been made prior to cancellation. **ARBITRATION** is amended as follows: Nothing in the section headed "Arbitration" shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Contract. All arbitrations will be held in the county in which You maintain Your permanent address.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. This Service Contract is not a contract of insurance. This is a Service Contract as regulated under Wisconsin law and as referenced in the Federal Public Law #93-637. CANCELLATION is deleted and replaced as follows: If You cancel this Contract within the first twenty (20) days after the date the contract was mailed to You or within ten (10) days of delivery to you, if there have been no service events, the Contract is void and We shall refund to You the full purchase price of the Contract. This provision applies only to You. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Contract, the We 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, nonpayment 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 five (5) 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.

Wyoming: CANCELLATION is amended as follows: If You cancel this Contract within the first twenty (20) days after the date the Contract was mailed or within ten (10) days of delivery, and no service events have been paid, the Contract is void and We will issue a 100% refund of the full Contract Purchase Price paid by You. This provision applies only to the original purchaser of the Service Contract, and only if no claim has been made prior to cancellation. These provisions apply only to the original purchaser of the Service Contract. 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. The notice will state the effective date and reason for cancellation. **ARBITRATION** is amended as follows: Arbitration is not allowed.

Log onto the Administrator's website at [www.safeware.com] or Call [1-800-800-1492] to obtain a copy of these terms & conditions.