

SERVICE CONTRACT

This form describes the protection You will have in return for payment by You. Please refer to Your Receipt to determine what type of Service Contract plan You have purchased. This document sets forth the entire agreement for the Service Contract for the Covered Product listed on the Receipt between the Obligor and You.

1. DEFINITIONS.

- A. "Obligor", "Provider", "We", "Us" and "Our" mean the company obligated under this Service Contract. **National Product Care Company, 175 West Jackson Blvd, Chicago, Illinois 60604**, except in Arizona, Florida, and Oklahoma, where it is **SERVICE SAVER INCORPORATED, 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206**; in Florida, the license number is: 80173; or in Texas, where it is **National Product Care Company dba Texas National Product Care Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604**; or in Washington, where it is **ServicePlan, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604**.
- B. "You" and "Your" mean the purchaser of the Covered Product(s) and any authorized transferee/ assignee of the purchaser.
- C. "Administrator" means TWG Innovative Solutions, Inc., P.O. Box 87639, Chicago, IL 60680-0639, 800-490-5536.
- D. "Covered Product" and "Product" means the item(s) which You purchased from Micro Center and is covered by this Service Contract.
- E. "Receipt" means the purchase order or sales receipt or declaration page indicating Your purchase and type of plan.
- F. "Service Contract" means this form, the terms, conditions, limitations and exclusions, including Your Receipt.

2. WHAT IS COVERED.

Administrator will furnish labor, parts, and/or replacement equipment (or pay for same) necessary to repair operational or mechanical breakdowns of the Product specified in this Service Contract, provided such service is necessitated by Product failure during normal usage. The Product specified and covered includes only equipment as originally configured and charged for in this Service Contract. Coverage also applies to the parts and accessories that are necessary to the Covered Product's functionality, but does not apply to accessories that are used in conjunction with or to enhance the performance of the Covered Product.

POWER SURGE AND SPIKE: This plan protects against operational failure of a Covered Product if a failure occurs while connected to a surge protector accepted by the Underwriter's Laboratory. Your surge protector may be collected by Administrator for examination

3. SCREEN PROTECTION.

This coverage applies to You if You purchased a Gold or Platinum Plan Only. Screen Protection may only be purchased in conjunction with the standard program. Screen Protection Coverage will pay for labor and replacement parts necessary to replace Your screen should it become inoperable, but not more than two (2) times over the term of the Service Contract. Screen claims are limited to a cumulative amount of \$1500 or two (2) repairs over the term of the Service Contract, or not to exceed the retail amount of the product, minus sales tax, whichever comes first.

4. ACCIDENTAL DAMAGE FROM HANDLING – ADH (Optional Coverage).

ADH pertains to You only if You purchased a Platinum Plan. Your product is protected against accidental damage from handling. ADH will end prior to the expiration date when Administrator has, as a result of service provided to You, replaced Your product or incurred costs under this plan and all other coverage equal to the original purchase price of Your product (as indicated on Your invoice). ADH only covers operational or mechanical failure from handling and does not include protection against normal wear and tear, theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the product, cosmetic damage and/or other damage that does not affect the unit functionality, damage caused during shipment between You and Administrator service providers and any other limitations listed in the Limitations of Coverage section. Any resultant damage from this type of treatment is NOT covered by this ADH program. The use of this coverage requires an explanation of where and when the accident occurred as well as a detailed description of the actual event. Failure to provide this information will result in claim denial. You must obtain authorization from Micro Center prior to repair or replacement of a product under Accidental Damage from Handling ("ADH").

- Bring Your failed product into a Micro Center store location or call 800-490-5536.
- Have this Service Contract, Your reference number, and the original product receipt available.
- If the product failure was caused by an accident, You must provide a detailed description of the following: 1) current condition of Your equipment, 2) where You and Your equipment were when the accident occurred 3) what You were doing when the accident occurred, and 4) the current power status of the equipment
- At Administrator determination after validation and authorization of Your claim, Your product will be repaired or replaced for You at no cost up to the maximum liability of this Service Contract.
- Replacements will be done with a product of like grade and quality or with a Micro Center gift card in an equivalent amount up to the original purchase price, excluding sales tax, and any paid claims, if a product of like grade and quality cannot be located.
- Express Replacement only pertains to Digital Imaging products that retail for under \$500: For customers calling in on Administrator express replacement service, a valid credit card will be required to obtain authorization. You must call Micro Center, at 800-490-5536 between the hours of 8:00am and 4:00pm EST. Express Replacement service is valid only if the product is in stock. If the Administrator does not receive Your failed product within fifteen (15) business days, You will be billed for the retail amount of the new product.
- Digital Imaging products that retail for under \$500 that are purchased with a Digital Imaging ADH plan will be considered for express replacement upon authorization of an ADH claim. Digital Imaging products that retail for over \$500 that are purchased with an ADH plan will be considered for express repair upon authorization of an ADH claim.

5. HARDWARE UPGRADE COVERAGE.

This Service Contract will cover any internal hardware components, including memory and hard disk drive products purchased through a Dealer/Retailer and installed into equipment at the time of purchase. This Service Contract does not cover installation of hardware upgrades installed after the time of purchase.

6. INTERNATIONAL COVERAGE.

International coverage pertains to You if You purchased the International Plan as an addendum to Your Service Contract. The International Coverage Option protects Your product outside the manufacturer's warranty when You travel outside of the United States. If Your product needs repair internationally, follow the steps below:

- Please check with Your local telephone company for the international dialing procedures and operator code.
- Call 800-490-5536 to obtain a repair authorization number prior to work being completed.
- Carry the product into an authorized service center.
- Submit payment to the service center.
- Submit to the Administrator a copy of the detailed service repair invoice that identifies Your product, the repair authorization number, and include a thorough description of the repair made. This document must be sent to the Administrator, Attention: Dealer Support. The Administrator, on behalf of the Obligor, will reimburse You in US dollars within thirty (30) days of receipt of all necessary paperwork, provided a covered repair was performed.

Note: International Coverage does not include on-site service or the cost of shipping, international or other.

7. TO OBTAIN AUTHORIZATION FOR REPLACEMENT (ON REPLACEMENT CONTRACTS ONLY).

- Bring Your failed product back to a Micro Center store location.
- Have this Service Contract, Your Service Contract number, and the original product receipt available.
- Micro Center will verify that the product is defective and issue instructions on obtaining the replacement product.
- Authorization for replacement will be validated by Micro Center at which time the defective product will become the property of the Obligor and must be left at Micro Center for reclamation.
- You will receive a replacement product of like grade and quality or a Micro Center gift card in an equivalent amount up to the original purchase price, excluding sales tax, if a product of like grade and quality cannot be located.
- Contractual obligations are considered fulfilled upon replacement, gift card issuance reimbursement, or term expiration.

8. LIMIT OF LIABILITY.

The maximum liability owed to You under this Service Contract shall be the cost of: the retail price paid for Your Product minus sales tax and claims paid. This Service Contract will expire once the maximum liability (retail price You paid for the Product minus tax and shipping) has been reached or on the expiration date of Your Service Contract. The type of claim fulfillment is decided by Administrator at Administrator discretion.

9. IMPORTANT NOTE.

Repairs recommended by the repairing facility not necessitated by mechanical breakdown are not covered unless specifically authorized by Administrator. Administrator reserves the right to inspect the items to be covered, or the items covered, as the case may be, prior to coverage or during the coverage period. Model number, serial number and original date of purchase of all Products to be covered must be provided to execute application for service. If You request a service call for a non-covered repair, You will be responsible for all costs associated with the repair. In the event You are unable to meet the servicer for an onsite repair, if applicable, You must call to cancel the appointment one (1) business day prior to the agreed upon time of service or You may be responsible for paying the second trip charge for the subsequent rescheduled repair. If the Product is found to be performing to the manufacturer's specifications, it will be returned to You. Technological advances may result in a replacement product with a lower selling price than the original Product. If Administrator replaces the product or buyout the Service Contract, the Covered Product becomes property of the Obligor and We may, at Our discretion, require the product to be returned to Us (or our designee) at Our expense.

10. TIME FOR SERVICE.

Service will be performed during the hours of 8:00 a.m. to 5:00 p.m. local time Monday through Friday, excluding holidays.

11. PLACE OF SERVICE.

After Administrator authorizes Your claim, Administrator will either (a) repair Your product with new or refurbished parts, (b) replace it with a new or a refurbished product of like grade and quality, or (c) Buyout your Service Contract for the retail price paid for Your Product minus sales tax and claims paid. The decision to repair, replace or Buyout will be made solely by the Administrator. If Your product requires repair, service will be provided by an authorized service center, the retailer or dealer where Your Service Contract was purchased or by subcontractors. Onsite, Carry-In, or Mail-In Depot Service will be determined by Administrator. You may be asked to provide proof of purchase as a condition for receiving service under this Service Contract. **Your original purchase receipt should be kept with this Service Contract in a safe place.** Bronze products are covered for carry-in or depot service. If You purchased the Silver, Gold or Platinum Plan, You will receive onsite service (Excluding notebooks) or necessary shipping to and from a repair center plus all replacement parts and labor necessary to return Your Covered Product to its normal operating condition.

12. PARTS AND SUBCONTRACTING.

Parts used to repair equipment may either be new or refurbished at Administrator's sole option. Service will be provided by an authorized service center, the retailer or dealer where Your Service Contract was purchased or by subcontractors.

13. UNAVAILABILITY OF FUNCTIONAL PARTS, TECHNICAL INFORMATION, OR PRODUCT UNREPAIRABILITY.

If Administrator determines that Administrator is unable to repair Your Product due to the unavailability of functional parts, service or technical information, the total liability owed to You under this Service Contract will be the lesser of (i) the current market value of a Product of like grade and quality; or, (ii) the retail price paid for Your Product minus sales tax and claims paid, in lieu of service repairs or replacement of a Product of like grade and quality. In all cases where parts or technical information are on extended backorder for a minimum of sixty (60) calendar days, Administrator will determine if a replacement or reimbursement will be made. All contractual obligations are fulfilled, in lieu of repairs, upon Product replacement, reimbursement or Service Contract term expiration and the Covered Product becomes the property of the Obligor and We may, at Our discretion, require the Product to be returned to Us (or Our designee) at Our expense. Technological advances may result in a replacement Product with a lower selling price than the original Product.

14. LIMITATIONS OF COVERAGE.

This Service Contract Does Not Cover:

- A. Any equipment located outside the United States and Canada unless the International Plan was purchased as an addendum to Your Service Contract.
- B. Service required as a result of any alteration of the equipment, or repairs made by anyone other than a participating servicing dealer, an authorized service provider, its agents, distributors, contractors or licensees, or the use of supplies other than those recommended by the manufacturer.

- C. Damage or other equipment failure due to causes beyond Administrator control including, but not limited to, repairs necessary due to operator negligence, the failure to maintain the equipment according to the owner's manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, or acts of war or acts of God.
- D. Service necessary because of improper storage or improper ventilation, including failure to place the equipment in an area that complies with the manufacturer's published space or environmental requirements. Any installation that prevents normal service.
- E. Misuse, abuse, reconfiguration of equipment or improper movement of the equipment. Any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used.
- F. Any and all cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment.
- G. Equipment used in commercial or industrial settings. A commercial setting is defined as anything other than a single family dwelling.
- H. Cosmetic damage such as, but not limited to scratches, dents, rust, stains.
- I. Non-functional parts such as, but not limited to, plastics, finishes, knobs and dials. Expendable or lost items, such as, but not limited to ear buds or head phones.
- J. Consumable items; consumable items are defined as any part that is considered consumable by the manufacturer and/or any item that is designed to be consumed (wear out) during the life of the product, regardless if it is consumer replaceable or not. Consumable items include, but are not limited to the following for Consumer Electronics: light bulbs, lamps, and batteries. Consumable items include, but are not limited to the following for all products: Telephone or other lines connecting to the equipment.
- K. In-warranty parts, operational or mechanical failure covered by manufacturer's warranty, manufacturer's recall, improper construction, or factory bulletins, (regardless of whether or not the manufacturer is doing business as an ongoing enterprise). Defects in the equipment due to the manufacturer's error or improper construction of the equipment.
- L. Consequential damages as a result of malfunctioning of or damage to an operating part of the covered equipment, or damages as a result of any repairs or replacements under this Service Contract. Damages caused by delays in rendering service or loss of use during the period that the product is at the authorized service center or otherwise awaiting parts are not covered. You are responsible for creating back-ups of all Your data and software on a regular basis.
- M. Operational or mechanical failure which is not reported prior to expiration of this Service Contract or within 30 days of product failure.
- N. Any software, including but not limited to, application programs, network programs, upgrades, formatting of any kind, databases, files, drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data.
- O. Equipment sold without a manufacturer's warranty or sold "as is". Refurbished products with less than an original ninety (90) days manufacturer's parts and labor limited warranty. Refurbished equipment with an original 90 day warranty must have at least 60 days remaining in that warranty to qualify for coverage. New products with less than thirty (30) days left on the original manufacturer's warranty.
- P. Normal, periodic or preventative maintenance, including but not limited to customer education, adjustments, cleanings, and convergence
- Q. Loss or damage as a result of violation of existing federal, state and municipal codes including repairs to products not complying with said codes.
- R. Pre-existing conditions (incurred prior to the effective date of coverage), and known to You.
- S. Television or personal computer monitor screen imperfections, including "burn in" or burned CRT phosphor, caused by video games, prolonged display of one or more signal(s), or other abuse. All display products that are used in an application that requires continuous and/or business operation unless additional coverage is purchased.
- T. Damage resulting from unauthorized repair; software virus; or electrical wiring and connections; damage caused during delivery or removal, improper installation, or setup including, but not limited to packing, unpacking or assembly, user facilitated minor adjustments and settings outlined in the product's owner's manual, external antenna or local reception problems, inaccessible products or parts, negligence, misuse or abuse whether willful or not. Repair of resolution (pixels) failure must match the factory minimum standards before an authorized repair occurs.
- U. Transit or delivery damage, damage caused by packing, unpacking, assembly, installation, or removal. Short circuit, loss of use, parts or labor covered under the manufacturer's warranty, lack of maintenance, bodily injury, pre-existing conditions, manufacturer's recall, periodic checkups or maintenance. Administrator will not pay for adjustments or repairs required because of conditions at Your location.
- V. Electronics and PC equipment over 5 years of age.
- W. Installation, removal, or reinstallation of any equipment.
- X. Products sold second hand including but not limited to floor and demonstration models, unless covered by a full manufacturer's warranty on Your date of purchase.
- Y. Any cost recoverable under any other warranty, guarantee, or under an insurance policy (in such case, this Service Contract will cover any applicable deductible).
15. **NO LEMON GUARANTEE. During the term of this Service Contract**, when three service repairs, with three separate claim numbers, have been completed on the same part, and that same part requires repair under a fourth claim number, as determined by Administrator, Your Product will be replaced with a Product of like grade and quality by Administrator, not to exceed the original retail purchase price. In the event a comparable replacement cannot be located, a buyout, not to exceed the original retail purchase price, will be provided. **This does not include repairs necessary during the manufacturer's warranty period, rework/callback service required after initial service, during the warranty of work period provided by the Service Company, or previous Service Contract terms.** Once You have received Your Product replacement or buyout all contractual obligations under this Service Contract have been fulfilled. Technological advances may result in a replacement product with a lower selling price than the original Product. If Administrator decides to buyout the Service Contract, the Covered Product becomes property of the Obligor and We may, at Our discretion, require the product to be returned to Us (or Our designee) at Our expense.
16. **BUYOUT.** Administrator may elect, at Administrator option, to buyout the Service Contract during the coverage term for the lesser of (I) current market value of a Covered Product with equivalent specifications or (II) purchase price of Your Covered Product minus sales tax and claims paid. When determining the current market value of a Covered Product of equivalent specifications a fair analysis is completed using current manufacturers' and distributors' pricing on comparable products. All contractual obligations are considered fulfilled upon buyout of the Product. **You have up to forty-five (45) days from the date of authorization to complete Your Covered Product buyout transaction.** If Administrator decides to buyout the Service Contract, the Covered Product becomes property of the Obligor and We may, at Our discretion, require the product to be returned to Us (or Our designee) at Our expense
17. **DEDUCTIBLE.** No deductible applies to this Service Contract.
18. **RENEWABILITY.** This Service Contract is renewable at Administrator's sole discretion.
19. **CANCELATION AND REFUND.** You may cancel this Service Contract at any time for any reason. If You cancel this Service Contract within sixty (60) days of the date purchased You will receive a refund of the full purchase price less any claims. If You cancel this Service Contract thereafter, You will be refunded the remaining days of coverage on a monthly prorated basis, less costs for service performed (if applicable). Neither You nor, the Dealer nor We are obligated to renew this Service Contract beyond the current term. Cancellations within 30 days of purchase date need to be returned to Micro Center directly. Cancellations after 30 days of purchase date need to be sent to the Administrator in a written request to: Attention Service Contract Department. 4119 Leap Road, Hilliard, OH 43026.
20. **SUBROGATION.** If We pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.
21. **ARBITRATION.** This Service Contract requires binding arbitration if there is an unresolved dispute between You and Us 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 class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the breakdown occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The 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 rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Service Contract. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract.
22. **TRANSFERABILITY.** You may transfer this Service Contract to any person by sending written notice to: Administrator at: Attention Service Contract Department. 4119 Leap Road, Hilliard, OH 43026.
23. **COVERAGE AND TERM:** This is not a contract of insurance. This is the entire Service Contract between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items. The seller of the Service Contract is not a party to this Service Contract. The Obligor under this Service Contract is insured by a policy of insurance issued by Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206. If a claim is not paid within sixty (60) days of submitting the claim or if the Obligor becomes insolvent or otherwise financially impaired, the claim can be submitted to the insurer at Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206.
- If You have any questions, require customer service, or wish to report a claim, please contact: Micro Center at 800-490-5536.
24. **STATE VARIATIONS.** The following state variations shall control if inconsistent with any other terms and conditions:
- Alabama Residents:** The use of non-original manufacturer's parts is allowed under this Service Contract. If no claim has been made under this Service Contract, You may return this Service Contract within twenty (20) days of the date the Service Contract was mailed to You, or within ten (10) days of delivery if the Service Contract was delivered to You at the time of sale. In such a case, this Service Contract will be void and the Administrator will refund to You the full amount of the purchase price of this Service Contract. A ten percent (10%) penalty per month applies to any refund not paid or credited within forty-five (45) days after return of the Service Contract. This right to void the Service Contract is not transferable and applies only to the original Service Contract purchaser. If You cancel this Service Contract otherwise, You will be provided a pro rata refund less an administrative fee of twenty-five (\$25) dollars. In the event that We cancel this Service Contract for any reason, except nonpayment of the Service Contract fee or a material misrepresentation by You, We shall provide You with written notice of such cancellation at least five days prior to the effective date of the same.
- Arizona Residents:** The following statement is added to Section 21 Arbitration: Arbitration does not preclude the Arizona consumer's right to file a complaint with the Arizona Department of Insurance, Consumer Affairs Division 800-325-2548. The Cancellation section of this Service Contract is deleted in its entirety and replaced with the following: If this Service Contract is canceled You will be provided a pro rata refund after deducting for administrative expenses not to exceed twenty-five (\$25) dollars associated with the cancellation. Further, We will not cancel or void this Service Contract due to preexisting conditions, prior use or unlawful acts relating to the product or misrepresentation by Us or Our subcontractors. No claim incurred or paid will be deducted from the amount to be returned. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Service Contract due to Our failure to provide correct information or Our failure to perform the services or repairs provided in a timely, competent, and workmanlike manner.

California Residents: The following statement is added to Section 21 Arbitration: This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highlands, California, 95660, or You may visit their website at www.bear.ca.gov. If You cancel this Service Contract within 60 days from the date of receipt, You will receive a full refund of the purchase price less the cost of any claims paid. If You cancel this Service Contract after 60 days from the date of receipt, You shall receive a pro rata refund of the purchase price less any claims paid. If You cancel this Service Contract, You must provide written notice of cancellation to the Administrator at the address below. In addition, the Administrator may assess a cancellation or administrative fee, not to exceed ten (10) percent of the price of the Service Contract or twenty-five (\$25) dollars, whichever is less. Informal dispute resolution is not available under this Service Contract. California law requires the Dealer be contractually obligated to You to provide service. The Administrator is TWG Innovative Solutions, Inc., P.O. Box 87639, Chicago, IL 60680-0639.

Colorado Residents: The following is added to this Service Contract: The use of non-original manufacturer's parts is permitted. The following statement is added to Section 19 "Cancellation and Refund": If You cancel the Service Contract within thirty (30) days of receipt of the Service Contract and do not receive a refund or credit within forty five (45) days of receipt of the returned Service Contract, a ten percent (10%) penalty per month shall be applied to the refund.

Connecticut Residents: The following statement is added to Section 21 Arbitration: The State of Connecticut has established an arbitration process to settle disputes arising from Service Contracts. If You purchased this Service Contract in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Service Contract. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Covered Product, the cost of repair and a copy of this Service Contract. This Service Contract is automatically extended while the product is being repaired. You may cancel this Service Contract if You return the product or the product is sold, lost, stolen, or destroyed.

Florida Residents: Section 21 Arbitration is removed. If You cancel this Service Contract, return of premium will be based upon ninety percent (90%) of unearned pro rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. If We cancel this Service Contract, return of premium will be based upon one hundred percent (100%) of unearned pro rata premium. The rate charged for this Service Contract is not subject to regulation by the Florida Office of Insurance Regulation.

Georgia Residents: Section 21 Arbitration is removed. The Administrator may not cancel this Service Contract except for fraud, material misrepresentation or non-payment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. You may cancel this Service Contract at any time. Cancellation will comply with Section 33-24-44 of the Georgia Code. Refunds will be based on the excess of the consideration paid for this Service Contract above the customary short rate for the expired term of the Service Contract. If cancelled by Administrator, refund will be on a pro-rata basis. Claims paid shall not be deducted from any refund owed.

Hawaii Residents: Any refund not made within forty-five (45) days shall include a ten percent (10%) per month penalty. This Service Contract does not cover consequential damages or pre-existing conditions. In the event We cancel this Service Contract, we shall provide five (5) days prior notice of such cancellation which notice shall include the effective date of cancellation.

Illinois Residents: If no claim has been made under this Service Contract, You may return this Service Contract within thirty (30) days of the date of Service Contract purchase. Any cancellation of this Service Contract more than thirty (30) days after its date of purchase made pursuant to the Cancellation Section, reverse, is subject to a cancellation fee equal to the lesser of ten percent (10%) of the price of the Service Contract or fifty (\$50) dollars. This Service Contract does not cover failure resulting from normal wear and tear.

Indiana residents: Proof of payment for this Service Contract constitutes proof of payment to the insurer identified in the Coverage and Term section, reverse, for reimbursement insurance coverage specified in that section.

Michigan Residents: If the performance of this 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.

Nevada Residents: The following statement is added to Section 21 Arbitration: The laws of the state of Nevada (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract. You are entitled to a "Free Look" period for this Service Contract. If You decide to cancel this Service Contract within thirty (30) days of purchase, You are entitled to a one hundred percent (100%) refund of any fees paid. If You cancel this Service Contract after thirty (30) days from purchase, You will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Service Contract fee, whichever is less. No cancellation of this Service Contract may become effective until at least fifteen (15) days after a notice of cancellation is mailed to You at Your last known address. If We fail to pay the cancellation refund within 45 days of Your written request We will pay You a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If the Service Contract has been in effect for 70 days or more, We can only cancel this Service Contract due to (1) unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Service Contract, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Service Contract was issued or last renewed; (2) Discovery of fraud or material misrepresentation by the holder in obtaining the Service Contract, or in presenting a claim for service; (3) An act or omission by You or a violation by You of any condition of the Service Contract, which occurred after the effective date of the Service Contract and which substantially and materially increases the service required under the Service Contract. If We cancel this Service Contract You will receive a pro-rata refund based on the days remaining, no cancellation fee will be imposed and no deduction for claims paid will be applied. LIMITATIONS OF COVERAGE section contains exclusions and limitations to coverage but not reasons for which the Service Contract itself may be cancelled. If the manufacturer's warranty becomes dishonored during the term of this Service Contract, We will continue to provide any

other coverage under this Service Contract, unless such coverage is otherwise excluded by the terms of this Service Contract. If Your covered failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your Covered Product will commence within 24 hours after You report Your claim. If these repairs cannot be completed within three (3) calendar days, We will send You a report indicating the status of these repairs. No deductions of any type shall be made from any refund owed as a result of cancellation and or buyout.

New Jersey Residents: The following is added to this Service Contract: The use of refurbished, reconditioned, or non-original manufacturer's parts is permitted. The following statement is added to Section 19 "Cancellation and Refund": If You cancel the Service Contract within thirty (30) days of receipt of the Service Contract and do not receive a refund or credit within forty five (45) days of receipt of the returned Service Contract, a ten percent (10%) penalty per month shall be applied to the refund.

New Mexico Residents: You may return this Service Contract within 20 days of the date this Service Contract was mailed to You, or within 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. A 10% penalty per month will be added to a refund that is not made within 60 days of Your return of the Service Contract. If You cancel this Service Contract thereafter, You will be refunded the remaining days of coverage on a monthly prorated basis, less costs for service performed. These provisions apply only to the original purchaser of the Service Contract.

New York Residents: You may return this Service Contract by mailing it to the attention of the Administrator at the address listed on the back of this Service Contract. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of return of the Service Contract to Us.

North Carolina Residents: The purchase of this Service Contract is not required either to purchase or to obtain financing for a home appliance. The Administrator may not cancel this Service Contract except for non-payment by You or for violation of any of the terms and conditions of this Service Contract.

Ohio Residents: Repairs cannot exceed the purchase price of the product; the total payment(s) for all claims under this Service Contract shall not exceed the original retail price of the Covered Product(s).

Oklahoma Residents: The following statement is removed from Section 21 Arbitration: The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract. This Service Contract is not issued by the manufacturer or wholesaler company marketing the product. This Service Contract will not be honored by such manufacturer or wholesale company. The following replaces the Service Contract Cancellation and Refund language on the reverse side: If You cancel this Service Contract, return of premium will be based upon ninety percent (90%) of unearned pro rata premium. If We cancel this Service Contract, return of premium will be based upon one hundred percent (100%) of unearned pro rata premium. In Oklahoma the Dealer shall be obligated to You to provide service.

Oregon Residents: Section 21 Arbitration is removed.

Rhode Island Residents: Claims may only be made directly against the Provider identified in this Service Contract. No claim may be made against any insurer identified in this Service Contract.

South Carolina Residents: This Service Contract does not cover consequential damages or pre-existing conditions. A ten (10%) percent per month penalty shall apply to any cancellation refund not made within forty-five (45) days of the date cancellation was requested. In the event We cancel this Service Contract, we shall provide prior notice of such cancellation at least fifteen (15) days before the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. Complaints or questions about this Service Contract may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180.

Tennessee Residents: This Service Contract is automatically extended while the product is being repaired.

Texas Residents: A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of return of the Service Contract to Us. You may cancel this Service Contract after the time periods above or after You have made a claim for service by returning the Service Contract to the Administrator and receive a pro rata refund of the Service Contract price less any claims that have been paid. Unresolved complaints concerning a Provider or questions concerning the registration of a Service Contract Provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 (512) 463-6599 or (800) 803-9202 (in Texas). The Service Contract Administrator license number for TWG Innovative Solutions, Inc. is 121.

Utah Residents: Section 21 Arbitration" is removed and replaced with: Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association, a copy of which is available on request from Us. Any decision reached by arbitration shall be binding upon both You and Us. 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. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract. 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 Utah Guaranty Fund. We can cancel this Service Contract during the first sixty (60) days, by mailing to You a notice of cancellation at least ten (10) days prior to the effective date of cancellation except that We can also cancel this Service Contract during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Contact by mailing a cancellation notice to You at least thirty (30) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) material misrepresentation; (b) substantial change in the risk assumed, unless You should reasonably have foreseen the change or contemplated the risk when entering into the Service Contract; or (c) substantial breach of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Service Contract number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation. If Your covered failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your Covered Product will commence within 24 hours

after You report Your claim by calling the number above. For any Product failure which is not reported prior to the expiration of this Service Contract will be considered if You can provide valid reason (examples; hospitalized, incapacitated, etc.) for delay of notice. The Service Contract Obligor is **National Product Care Company**.

Vermont Residents: If no claim has been made under this Service Contract, You may return the Service Contract within 20 days of the date of receipt and receive a full refund of the purchase price of this Service Contract.

Washington Residents: The following statement is added to Arbitration Section 21: "In Washington any binding arbitration will be held at a location closest to Your permanent residence." This right to void the Service Contract is not transferable and applies only to the original Service Contract purchaser. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of return of the Service Contract to Us. If We cancel this Service Contract for any reason, We must mail You written notice of such cancellation at least twenty-one (21) days prior to the effective date of such cancellation and state the true and actual reason for the cancellation. You are not required to wait before filing a claim directly with the insurer of this Service Contract. This is not a contract of insurance. This is the entire Service Contract between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items. The selling retailer is not a party to this Service Contract. The Obligations of the Obligor under this Service Contract are backed by the full faith and credit of the Obligor.

Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

The following statement is added to Section 21 Arbitration: No mandatory arbitration is allowed. Both parties must agree to participate. If one party disagrees to participate, the arbitration provision becomes null and void. The laws of the state of Wisconsin govern all matters arising out of or relating to this Contract and all transactions contemplated by this Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Contract. A Contract may be cancelled by a Provider only for nonpayment of the Provider fee, material misrepresentation by the Contract holder to the Provider or administrator, or substantial breach of duties by the Contract holder relating to the Covered Product or its use. You may, within twenty (20) calendar days of the delivery of this Contract, reject and return this Contract for a full refund if no claim has been made. If We fail to credit a refund within forty-five (45) days after return of the Contract, a ten percent (10%) penalty per month applies to any refund not paid or credited. We will not deny Your claim solely because You did not obtain preauthorization if we are not prejudiced by Your failure to notify us. The Provider shall mail a written notice to the Contract holder at the last-known address of the Contract holder contained in the records of the Provider at least 5 days prior to cancellation by the Provider, (a) shall state the effective date of the cancellation and the reason for the cancellation, (b), The notice under par. (c), If a Contract is cancelled by the Provider for a reason other than nonpayment of the Provider fee, the Provider shall refund to the Contract holder 100 percent of the unearned pro rata Provider fee, less any claims paid. In the event of a total loss of property, You can cancel this Contract and receive a pro rata refund, less any claims paid. The "Right To Recover From Others" section does not apply to Wisconsin residents. The Contract Obligor is National Product Care Company. Obligations of the Provider under this Contract are insured under a Contract reimbursement insurance policy.

Wyoming Residents: The following statement is added to Section 21 Arbitration: Arbitration can only be final and binding if agreed to by the parties involved and in a separate written agreement. A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of return of the Service Contract to Us. If We cancel this Service Contract for any reason, We must mail You written notice of such cancellation at least ten (10) days prior to such cancellation; however, written notice is not required if the reason for cancellation is nonpayment of the Service Contract purchase price, a material misrepresentation by You, or a substantial breach of Your duties relating to the Covered Product or its use.