

## 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. **You should keep Your Receipt with this Service Contract in a safe place.** This Service Contract sets forth the entire agreement between the Obligor and You for service for the Covered Product listed on the Receipt.

### 1. DEFINITIONS.

- A. "Obligor", "Provider", "We", "Us" and "Our" mean the company obligated under this Service Contract, which is **National Product Care Company**, except for a Service Contract purchased (i) in Arizona, Florida, Oklahoma, where such company is Service Saver Incorporated; in Florida, the license number is: 80173, in Oklahoma the license number is 44198049; (ii) in Texas, where such company is **National Product Care Company dba Texas National Product Care Company, Inc.**; or (iii) in Washington, where such company is **ServicePlan, Inc., all located at [175 West Jackson Blvd, Chicago, Illinois 60604, (800-209-6206)].**
- 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" means the item(s) which You received repair services from Micro Center and is covered by this Service Contract as shown on Your Receipt.
- E. "Micro Center" means the entity selling You Service Contract on the Covered Product.
- F. "Receipt" means the purchase order or sales receipt or declaration page indicating the cost of repairs performed on the Covered Product and Your purchase of the Service Contract.
- G. "Service Contract" means this form, the terms, conditions, limitations and exclusions, including Your Receipt.

2. **WHAT IS COVERED.** Micro Center will furnish labor and parts necessary to repair operational or mechanical breakdowns of the Covered Product specified in Your Receipt, provided such service is necessitated by product failure during normal usage. The Covered 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.

3. **IMPORTANT NOTE.** Repairs recommended by the repairing facility not caused by operational or mechanical breakdown are not covered unless specifically authorized by Micro Center. Micro Center reserves the right to inspect the Covered Product, prior to coverage or during the coverage period. Model number, serial number and original date of purchase of all Covered Products must be provided in order to receive any required authorization for service. If You request service 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 Covered Product is found to be performing to the manufacturer's specifications, it will be returned to You.
4. **TIME FOR SERVICE.** Service will be performed during the hours of 10:00 a.m. to 9:00 p.m. local time Monday through Friday, excluding holidays.
5. **PARTS AND SUBCONTRACTING.** Parts used to repair Your Covered Product may either be new or refurbished at Micro Center'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.
6. **UNAVAILABILITY OF FUNCTIONAL PARTS, TECHNICAL INFORMATION, OR PRODUCT UNREPAIRABILITY.** If Micro Center determines that Micro Center is unable to repair Your Covered Product due to the unavailability of functional parts, service or technical information, You will be reimbursed for the cost of the retail price You paid for Your Service Contract minus sales tax in lieu of service repairs. In all cases where parts or technical information are on extended backorder for a minimum of sixty (60) calendar days, Micro Center will reimburse the cost of the retail price You paid for Your Service Contract minus sales tax. All contractual obligations are fulfilled, and this Service Contract is terminated, upon payment to You of the amount described in this Section, or Service Contract term expiration.
7. **LIMITATIONS OF COVERAGE.**  
This Service Contract Does Not Cover:
  - A. **Any product or equipment located outside the United States and Canada.**
  - B. **Service required as a result of any alteration of the product, 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 Micro Center's control including, but not limited to, repairs necessary due to operator negligence, the failure to maintain the product 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 product 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 the product or improper movement of the product. Any utilization of the product that is inconsistent with either the design of the product or the way the manufacturer intended the product to be used.
- F. Any and all cases in which the manufacturer of the product would not honor any warranty regarding the product.
- G. A product 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, meaning any product, part or equipment that is considered consumable by the manufacturer and/or that is designed to be consumed (wear out) during its life, regardless if it is consumer replaceable or not. Consumable items include, but are not limited to the following: light bulbs, lamps, batteries, and all telephone or other lines connecting to the product.
- 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 product due to the manufacturer's error or improper construction of the product.
- L. Consequential damages as a result of malfunctioning of or damage to an operating part of the product, 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. Normal, periodic or preventative maintenance, including but not limited to customer education, adjustments, cleanings, and convergence
- P. Loss or damage as a result of violation of existing federal, state and municipal codes including repairs to products not complying with said codes.
- Q. Pre-existing conditions (incurred prior to the effective date of coverage), and known to You.
- R. 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.
- S. 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.
- T. 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. Micro Center will not pay for adjustments or repairs required because of conditions at Your location.
- U. Installation, removal, or reinstallation of any equipment.
- V. 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.
- W. Any cost recoverable under any other warranty, guarantee, or under an insurance policy.

8. **DEDUCTIBLE.** No Deductible applies to this service contract.
9. **RENEWABILITY.** This Service Contract is not renewable.
10. **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 of this Service Contract less any paid claims. If You cancel this Service Contract thereafter, You will be refunded the remaining days of coverage on a prorated basis, less paid claims for service performed (if applicable). For Cancellations made within thirty (30) days of the purchase date You need to return to Micro Center directly. Cancellations after thirty (30) days of purchase date need to be sent in a written request to: [Micro Center. Attention: Service Contract Department. 4119 Leap Road, Hilliard, OH 43026]
11. **SUBROGATION.** If We pay for a claim or loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a claim or loss if You impair these rights to recover. Your rights to recover from others may not be waived.
12. **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. 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. This demand must be made within one (1) year of the earlier of the date the breakdown occurred or the

dispute arose or the applicable statute of limitations period, whichever is longer. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." All costs and expenses of the arbitration 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 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 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 substantive 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.

13. **TRANSFERABILITY.** You may transfer this Service Contract to any person by sending written notice to the following address: [Micro Center. Attention: Service Contract Department. 4119 Leap Road, Hilliard, OH 43026]
14. **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].

The term of this Service Contract is 2 years and begins on the date indicated on the Receipt.

If You have any questions, require customer service, or wish to report a claim, please contact: Micro Center at [800-490-5536].

**STATE VARIATIONS.**

This Service Contract is amended and the language below governs if You purchased this Service Contract in a state listed below.

**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.

All references to Illinois are replaced with Alabama in the Arbitration section.

**Arizona Residents:** The following statement is added to the Arbitration section: 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 the Arbitration section: The arbitration provision is amended to state the following: (1) Pursuant to California Civil Code sections 51.7 (Ralph Civil Rights Act) and 52.1 (Bane Civil Rights Act), the option to enter into arbitration is solely at Your discretion. If You and We mutually agree, this Contract provides for binding arbitration if there is an unresolved dispute between You and Us concerning

this Contract. 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. You agree that any dispute or litigation will be on Your own behalf and not on behalf of or incorporating any class. Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Contract by a judge and/or a jury. 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. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction of any such error. 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 or the applicable statute of limitations period, whichever is longer. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." 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 California Arbitration Act (California Code of Civil Procedures 1280 et. seq.) and the Consumer Legal Remedies Act (California Civil Code (1750 et. seq.)). The laws of the state of California 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. All costs and expenses of the arbitration will be shared equally by You and Us. All fees and costs charged to You under this provision shall be waived if You are an indigent consumer. "Indigent consumer" means a person having a gross monthly income that is less than 300 percent of the federal poverty guidelines. If **You** are determined to be an indigent consumer all provisions of California Code of Civil Procedure §1284.3 apply. 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 BEARHFTI at (916) 999-2041, or You may write to BEARHFTI 4244 S. Market Ct. Ste. D, Sacramento, CA 95834, or You may visit their website at [www.bearhfti.ca.gov](http://www.bearhfti.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.

**Connecticut Residents:** The following statement is added to the Arbitration section: The State of Connecticut has established process to settle disputes arising from service contracts as outlined in R.C.S.A. §§ 42-260-1 to 5. If You purchase this Service Contract in Connecticut, a written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the Service Contract Price, the Cost of repair of the product 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:** The Arbitration section 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:** The Arbitration section 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 and Refund 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.

**Nebraska Residents:** The Arbitration section is deleted and replaced with the following: Notwithstanding anything in this Service Contract to the contrary, if **You** and **We** mutually agree at the time of loss, this Service Contract provides for arbitration if there is an unresolved dispute between **You** and **Us** concerning this Service Contract. **You** 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 not be binding upon You. 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](http://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. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." All costs and expenses of the arbitration 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 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 rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will

apply to any arbitration under this Service Contract.

**Nevada Residents:** 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 Hampshire Residents:** The following language is added the Arbitration section: All arbitration or dispute resolution in New Hampshire is subject to and will not impede any consumer rights as provided for under New Hampshire RSA 542.

**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 for each 30 days or portion thereof 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:** 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. The coverage afforded under this Service Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

**Oregon Residents:** The Arbitration section 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:** The Arbitration section 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 rule of The American Arbitration Association or other recognized arbitrator, 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.

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

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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. If You require service outside of the hours stated in Section 4 – Time For Service, You may contact any authorized service repair facility. Mail the Administrator Your original repair bill and a copy of this Service Contract for reimbursement. **ALL COVERAGES AND EXCLUSIONS IN THIS PLAN WILL APPLY.** 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.

**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 the Arbitration section: "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 the Arbitration section: 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 Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this

Service Contract. A Service Contract may be cancelled by a Provider only for nonpayment of the Provider fee, material misrepresentation by the Service Contract holder to the Provider or administrator, or substantial breach of duties by the Service Contract holder relating to the Covered Product or its use. You may, within twenty (20) calendar days of the delivery of this Service Contract, reject and return this Service 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. When cancelled by Us, (a) the Provider shall mail a written notice to You at Your last-known address contained in the records of the Provider at least 5 days prior to cancellation by the Provider; (b) the notice under (a) above shall state the effective date of the cancellation and the reason for the cancellation; and (c) if a Service Contract is cancelled by the Provider for a reason other than nonpayment of the Provider fee, the Provider shall refund to the Service 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 Service Contract and receive a pro rata refund, less any claims paid. The "Right To Recover From Others" section does not apply to Wisconsin residents.

**Wyoming 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. 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.