

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**, except in Arizona, Florida, and Oklahoma, where it is **Service Saver, Incorporated**; in Florida, the license number is: 80173, and in Oklahoma, the license number is: 44198049; or in Texas, where it is **National Product Care Company dba Texas National Product Care Company, Inc.**; or in Washington, where it 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 Micro Electronics, Inc. d.b.a. Micro Center 4119 Leap Road, Hilliard, OH 43026, 800-490-5536; Texas license number is: 121.
- 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 as well as any replacements that have been made under the manufacturer's warranty. Coverage also applies to original reusable laptop batteries that are not covered by a manufacturer's warranty, 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. IF YOU NEEDSERVICE. 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.**

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. Equipment used in commercial or industrial settings. A commercial setting is defined as anything other than a single family dwelling.
- G. Cosmetic damage such as, but not limited to scratches, dents, rust, stains.
- H. 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.
- I. 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, and lamps. Consumable items include, but are not limited to the following for all products: Telephone or other lines connecting to the equipment. Original laptop batteries are not considered a consumable item under this Service Contract.
- J. 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.

- K. 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.
 - L. Operational or mechanical failure which is not reported prior to expiration of this Service Contract or within 30 days of product failure.
 - M. 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.
 - N. Normal, periodic or preventative maintenance, including but not limited to customer education, adjustments, cleanings, and convergence
 - O. Loss or damage as a result of violation of existing federal, state and municipal codes including repairs to products not complying with said codes.
 - P. Pre-existing conditions (incurred prior to the effective date of coverage), and known to You.
 - Q. 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.
 - R. 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.
 - S. 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.
 - T. Electronics and PC equipment over 5 years of age.
 - 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 (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. **CANCELLATION 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 and or the Selling Store 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. Any dispute on the application of this arbitration provision will be made by the local court of law in the country 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 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 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 Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract. In the event either party files a claim(s) against the other, resulting in a ruling that a portion of this Service Contract is unenforceable, the portion of this Service Contract that has been ruled to be unenforceable shall be severed, and the remaining provisions shall be enforced. However, if the portion of the Agreement that was ruled to be unenforceable is or includes the above waiver of class action rights, then this Agreement shall be unenforceable in its entirety.

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. **OTHER CONDITIONS.**

- A. We may choose to offer discounts and also promotions from time-to-time under this Service Contract valued up to the limits regulated under state law.
- B. If You provide Your mobile number or electronic address to Us as part of Your enrollment, We may electronically or via text message deliver all notices, documents and communications related to this Program to Your mobile number or electronic address. You may opt out of electronic and/or text message communication at any time.

24. **OTHER INFORMATION.** 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.

25. **STATE VARIATIONS.** The following state variations shall control if inconsistent with any other terms and conditions:

Minnesota and Missouri Residents: The following is added to 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.

Missouri and New York Residents: The following is added to this Service Contract (1021)

Contract: Emergency Repairs: If an emergency occurs which requires repair to be made at a time when the Administrator's office is closed and prior authorization for the repair cannot be obtained, You should follow the claims procedures and contact the Administrator for claims instructions during normal business hours immediately following the emergency repairs.

New Jersey and New York Residents: The following is added to 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 full purchase price will be refunded to You. A ten percent (10%) penalty per month applies to any refund not paid or credited within thirty (30), forty-five (45) days in NJ, after the return of the Service Contract.

California Residents: The following is added to this Service Contract: The term of this Service Contract is 1, 2, 3, or 4 years depending on the plan You purchased and begins on the date indicated on the Receipt. The following is added to Section 1 **DEFINITIONS:** item C. "Administrator" means Micro Electronics, Inc. d.b.a. Micro Center 4119 Leap Road, Hilliard, OH 43026, 800-490-5536. The following is added to Section 21 **ARBITRATION:** 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 \$5000.00. 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. The following is added to Section 19 **CANCELLATION AND REFUND:** 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 sixty (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 to: Attention Service Contract Department. 4119 Leap Road, Hilliard. OH 43026.

Colorado Residents: The following is added to this Service Contract: The use of non-original manufacturer's parts is permitted. The following 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.

Florida Residents: Section 21 **ARBITRATION** is removed. The following is added to Section 19 **CANCELLATION AND REFUND:** 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. You are entitled to a "Free Look" period for 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. The following is added to Section 19 **CANCELLATION AND REFUND**: 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. If this Service Contract is cancelled, return of premium will be based upon one hundred percent (100%) of unearned pro rata premium, less any claims paid.

Illinois Residents: The following is added to this Service Contract: 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 Section 24 **OTHER INFORMATION**: section, reverse, for reimbursement insurance coverage specified in that section. This Service Contract is not subject to Indiana insurance law.

Maryland Residents: The following is added to this Service Contract: This Service Contract is extended automatically when We fail to perform the services under this Service Contract. The Service Contract will not terminate until services are provided in accordance with the terms of the Service Contract.

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.

Minnesota Residents: The following is added to Section 21 **ARBITRATION**: 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 Residents: The following is added to Section 24 **OTHER INFORMATION**: A claim against the provider may also include a claim for return of the unearned provider fee.

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 is added to Section 19 **CANCELLATION AND REFUND**: In the event We cancel this Service Contract, We shall provide prior notice of such cancellation at least five (5) days before the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of the provider fee; a material misrepresentation or omission; or a substantial breach of duties by You relating to the covered product or its use.

New York Residents: The following is added to Section 19 **CANCELLATION AND REFUND**: In the event We cancel this Service Contract, We shall provide prior notice of such cancellation at least five (5) days before the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. Written notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use. The purchase of this Service Contract is not required either to purchase or to obtain financing of the product.

Texas Residents: The following is added to this Service Contract: The

Administrator in Texas is Micro Center Sales Corporation d.b.a Micro Center. The Texas license number under Section 1 **DEFINITIONS**: item C. is deleted and replaced with the following: Texas license numbers are: 329, 333. The following is added to Section 24 **OTHER INFORMATION**: The Obligations under the Service Contract are insured by a policy of insurance issued by Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206. In the event any covered service is not provided to You by Us before the sixty-first (61st) day after the proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Service Contract is canceled; You may apply directly to Virginia Surety Company, Inc. The following is added to Section 19 **CANCELLATION AND REFUND**: 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. In the event We cancel this Service Contract, We shall provide prior notice of such cancellation at least five (5) days before the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of the provider fee; fraud or a material misrepresentation by You to Us; or substantial breach of duties by You relating to the covered product or its use. If We cancel the Service Contract, You are entitled to a pro rata refund of the purchase price of the Service Contract less any claims 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).

Virginia Residents: If any promise made in this Service Contract has been denied or has not been honored within sixty (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.