

"MICROSOFT COMPLETE"

Extended Warranty Contract Terms & Conditions

CANADA

FOR RESIDENTS OF ALBERTA, MANITOBA, NEWFOUNDLAND & LABRADOR, NORTHWEST TERRITORIES, NUNAVUT, ONTARIO, PRINCE EDWARD ISLAND OR QUEBEC (ONLY)

CONGRATULATIONS! Thank You for Your recent purchase of "Microsoft Complete". Please keep this important terms and conditions document (the "**Extended Warranty Contract**", "**Contract**") along with the Plan Purchase Receipt together in a safe place, as both will be needed at time of Claim. The information contained in this Contract is intended to serve as a valuable reference guide to help You determine and understand "WHAT IS COVERED" under Your Contract. For any questions regarding the information contained in this Contract, or coverage in general, please contact the Administrator toll-free at 1-877-696-7786.

DEFINITIONS

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

- **"We", "Us", "Our", "Administrator"**: the party obligated to provide service under this Service Contract as the service contract provider/obligor, as well as handle the administration under this Service Contract as the service contract administrator, who is AMT Warranty Corp. of Canada, ULC, 1900 736 – 6th Avenue SW, Calgary, Alberta T2P 3T7.
- **"Retailer"**: the seller that has been authorized by Us to sell this Contract to You.
- **"You", "Your"**: the purchaser/owner of the Product(s) covered by this Contract.
- **"Product(s)"**: the item(s) which You purchased with and is covered by this Contract.
- **"Original Purchase Price"**: the amount paid by You for the covered Product(s); excluding any applicable taxes and/or fees, as indicated on Your Plan Purchase Receipt.
- **"Plan Purchase Receipt"**: the receipt document (paper or e-mail) provided to You as proof of Your Contract purchase; which must be attached to and forms part of the ENTIRE AGREEMENT between Us and You.
- **"Term"**: the period of time in which the provisions of this Contract are valid.
- **"Claim"**: a demand for payment in accordance with this Contract sent by You.
- **"Failure"**: the mechanical and/or electrical breakdown of Your Product to perform its intended function including defects in materials or workmanship; occurring during normal use of the Product.
- **"Power Surge"**: damages to the Product resulting from an oversupply of voltage to Your Product while properly connected to a surge protector approved by the Underwriter's Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Product to a power source.
- **"Deductible"**: the amount You are required to pay, per Claim, for services covered under this Contract (if any).
- **"ADH"**: accidental damage from handling; such as damage resulting from resulting from dropping the covered Product, liquid spillage, or in association with screen breakage. *Separate purchase for ADH coverage is required. NOTE: ADH coverage is not available for all Product types or Coverage Plan Options.*

CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

1. **Coverage for damages to Your Product resulting from Power Surge or, if purchased/ applicable, ADH** begins upon Product purchase date and continues for the Term shown on Your Plan Purchase Receipt.
2. **Coverage for a Failure (as defined above)** begins upon expiration of the shortest portion of the manufacturer's original parts and/or labor warranty and continues for the remainder of Your Term shown on Your Plan Purchase Receipt.

PRODUCT ELIGIBILITY

In order to be eligible for coverage under this Contract, the merchandise must be: (a) purchased from an authorized Retailer; (b) not covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined herein; and (c) solely intended for normal residential/personal use (NOT intended for commercial use; such as rental, business, educational or institutional use).

WHAT IS COVERED – GENERAL

In accordance with the CONTRACT TERM described above, in the event of a covered Claim this Contract provides labor and/or parts required to repair the covered Product, or at Our sole discretion, replacement of the originally covered Product in lieu of repair.

1. **About Repairs:** Parts used to repair the Product may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the original Product.
2. **About Replacements:** In the event We determine the original Product cannot be repaired, We will make every reasonable effort to replace the defective Product with one of the same model/features; however, We reserve the right to replace the defective Product with one of equal or similar features and functionality.

IMPORTANT DISCLOSURES REGARDING "WHAT IS COVERED": Coverage described in this Extended Warranty Contract will not replace or provide duplicative benefits during any active manufacturer's warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Contract; regardless of the manufacturer's ability to fulfill its obligations. If a replacement item is provided, technological advances may result in a replacement product with a lower selling price than the originally covered Product, and no

reimbursement based on any replacement item cost difference will be provided. Any and all parts or units replaced under this Contract become Our property in their entirety.

COVERAGE PLAN OPTIONS
(As indicated on Your Plan Purchase Receipt and applicable to You)

1. LAPTOP/DESKTOP PLANS:

A) LAPTOP/DESKTOP PLAN (NO ADH) – If You purchased a Laptop or Desktop Plan (“Your Plan”) as indicated on Your Plan Purchase Receipt, Your Plan includes coverage for Your Product as described in the WHAT IS COVERED section above.

DEDUCTIBLE – LAPTOP/DESKTOP PLAN (NO ADH): Under Your Plan, no Deductible payment is required.

LIMIT OF LIABILITY – LAPTOP/DESKTOP PLAN (NO ADH): During Your Plan Term, the maximum amount that We will pay for services in connection with all Claims pursuant to this Contract will not exceed the Original Purchase Price of Your Product. In the event We make payments for repairs; which in the aggregate are equal to the Original Purchase Price of Your Product, or We replace Your Product for any reason, Our obligation to You under this Contract will be considered fulfilled and coverage ends.

B) LAPTOP/DESKTOP PLAN with ADH – If You purchased a Laptop or Desktop Plan including ADH (“Your Plan”) as indicated on Your Plan Purchase Receipt, in addition to providing service as described in the WHAT IS COVERED section above, Your Plan also provides labor and/or parts required to repair Your Product if it experiences sudden and unforeseen ADH; such as damage resulting from dropping the Product, liquid spillage, or in association with screen breakage.

DEDUCTIBLE – LAPTOP/DESKTOP PLAN with ADH: Under Your Plan, You are required to pay a \$49.00 Deductible, per covered Claim; which must be paid at the time services are authorized by the Administrator.

LIMIT OF LIABILITY – LAPTOP/DESKTOP PLAN with ADH: During Your Plan Term, the maximum amount that We are obligated to pay in connection with all Claims pursuant to this Contract is (at Our sole discretion) will not exceed the Original Purchase Price of Your Product. In the event We make payments for repairs; which in the aggregate are equal to the Original Purchase Price of Your Product, or We replace Your Product for any reason, Our obligation to You under this Contract will be considered fulfilled and coverage ends.

NOTICE – ABOUT ADH UNDER A “LAPTOP/DESKTOP PLAN”: COVERAGE FOR DAMAGES RESULTING FROM ACCIDENTAL DAMAGE FROM HANDLING IS NOT PROVIDED UNLESS “ADH” HAS BEEN PURCHASED AND IS INDICATED ON YOUR PLAN PURCHASE RECEIPT.

2. SURFACE OR TABLET PLAN:

A) SURFACE OR TABLET PLAN (NO ADH) – If You purchased a Surface or Tablet Plan (“Your Plan”) as indicated on Your Plan Purchase Receipt, Your Plan includes coverage for Your Product as described in the WHAT IS COVERED section above.

DEDUCTIBLE – SURFACE OR TABLET PLAN (NO ADH): Under Your Plan, no Deductible payment is required.

LIMIT OF LIABILITY – SURFACE OR TABLET PLAN (NO ADH): During Your Plan Term, the maximum amount that We are obligated to pay in connection with all Claims pursuant to this Contract is (at Our sole discretion):

- *For Non-ADH Covered Claims:*
 - *Aggregate Repair Limit:* unlimited repairs to Your covered Product up to the amount equal to the Original Purchase Price of the covered Product. Once this Aggregate Repair Limit has been reached, Our obligations will be considered fulfilled and coverage under Your Contract ends.
 - *Replacement Limit:* up to one (1) replacement of Your covered Product in the event We determine that the covered Product cannot be repaired. If Your Product has been replaced once for a non-ADH cause (such as Failure due to mechanical/electrical breakdown or damage resulting from Power Surge), Our obligations will be considered fulfilled and coverage under Your Contract ends.
- *For ADH Claims:*
 - *NOT COVERED.*

B) SURFACE OR TABLET PLAN with ADH – If You purchased a Surface or Tablet Plan including ADH (“Your Plan”) as indicated on Your Plan Purchase Receipt, in addition to providing service as described in the WHAT IS COVERED section above, Your Plan also provides labor and/or parts required to repair Your Product if it experiences sudden and unforeseen ADH; such as damage resulting from dropping the Product, liquid spillage, or in association with screen breakage.

DEDUCTIBLE – SURFACE OR TABLET PLAN with ADH: Under Your Plan, You are required to pay a \$49.00 Deductible, per covered Claim; which must be paid at the time services are authorized by the Administrator.

LIMIT OF LIABILITY – SURFACE OR TABLET PLAN with ADH: During Your Plan Term, the maximum amount that We are obligated to pay in connection with all Claims pursuant to this Contract is (at Our sole discretion):

- *For Non-ADH Covered Claims:*
 - *Aggregate Repair Limit:* unlimited repairs to Your covered Product up to the amount equal to the Original Purchase Price of the covered Product. Once this Aggregate Repair Limit has been reached, Our obligations will be considered fulfilled and coverage under Your Contract ends.
 - *Replacement Limit:* up to one (1) replacement of Your covered Product in the event We determine that the covered Product cannot be repaired. If Your Product has been replaced once for a non-ADH cause (such as Failure due to mechanical/electrical breakdown or damage resulting from Power Surge), Our obligations will be considered fulfilled and coverage under Your Contract ends.

- *For ADH Covered Claims:*
 - *Aggregate Repair Limit:* unlimited repairs to Your covered Product up to the amount equal to the Original Purchase Price of the covered Product. Once this Aggregate Repair Limit has been reached, Our obligations will be considered fulfilled and coverage under Your Contract ends.
 - *Replacement Limit:* up to two (2) replacements for Your covered Product in the event We determine that the covered Product cannot be repaired. Once Your Product has been replaced twice for an ADH cause, Our obligations will be considered fulfilled and coverage under Your Contract ends.

NOTICE – About Replacements under a “SURFACE OR TABLET PLAN”: Under Your Plan, when a replacement is applicable and provided to You in lieu of repair, any accessories that are not integral to the basic function of Your Product will NOT be provided with a replacement device. Replacement devices may not be the same model or color as Your originally covered Product.

NOTICE – ABOUT ADH UNDER A “SURFACE OR TABLET PLAN”: COVERAGE FOR DAMAGES RESULTING FROM ACCIDENTAL DAMAGE FROM HANDLING IS NOT PROVIDED UNLESS “ADH” HAS BEEN PURCHASED AND IS INDICATED ON YOUR PLAN PURCHASE RECEIPT.

3. XBOX PLAN (NO ADH):

If You purchased the Xbox Replacement Plan (“Your Plan”) as indicated on Your Plan Purchase Receipt, in addition to providing service as described in section WHAT IS COVERED above, Your Plan also provides the benefits outlined below for the following components; when such components are purchased from Microsoft as a single bundle or package:

- One (1) Xbox console Product;
- One (1) Kinect motion sensing device Product; and
- Up to two (2) Xbox standard controller Products.

Replacement Benefits – In the event of a covered Claim, Your Plan provides:

- Up to one (1) replacement of Your originally purchased Xbox console Product;
- Up to one (1) replacement of Your originally purchased Kinect motion sensing device Product; and
- Up to two (2) replacements of Your originally purchased Xbox standard controller Product.

DEDUCTIBLE – XBOX PLAN: Under Your Plan, no Deductible payment is required.

LIMIT OF LIABILITY – XBOX PLAN:

- Once Your Xbox console and Kinect motion sensing device have been replaced, You will no longer be eligible for benefits in association with these two Product components of Your Xbox/Kinect system under Your existing Contract.
- Once Your Xbox standard controller Product has been replaced twice, You will be no longer eligible for benefits in association with this component of Your Xbox/Kinect system under Your existing Contract.

NOTICE – ABOUT ADH UNDER XBOX PLAN: COVERAGE FOR DAMAGES RESULTING FROM ACCIDENTAL DAMAGE FROM HANDLING IS NOT COVERED AND IS NOT AVAILABLE FOR PURCHASE.

4. SMARTPHONE PLAN WITH ADH:

If You purchased the Smartphone Plan (“Your Plan”) as indicated on Your Plan Purchase Receipt, in addition to providing service as described in the WHAT IS COVERED section above, Your Plan also provides labor and/or parts required to repair Your Product if it experiences sudden and unforeseen ADH; such as damage resulting from dropping the Product, liquid spillage, or in association with screen breakage. Additionally, Your Plan provides:

- **Defective Battery Replacement:** replacement of the Product’s original rechargeable battery unit that was provided by the manufacturer and included with the purchase of the covered Product. (*Note: benefit is limited to one (1) battery replacement during Your Term.*)
- **Damaged or Defective Buttons or Connectivity Ports:** labor and/or parts required to repair damaged or defective buttons or connectivity ports located on the Product, when such damage / defect results in Product functional impairment.
- **Defective Pixels:** labor and/or parts required to repair defective pixels on the display area of Your Product, when at least three (3) pixels are defective.
- **Dust, Internal Overheating, Internal Humidity/Condensation:** labor and/or parts required to repair Failure of Your Product resulting from dust, internal overheating, internal humidity or condensation; occurring during normal use of the Product.

DEDUCTIBLE – SMARTPHONE PLAN: Under Your Plan, You are required to pay a \$49.00 Deductible, per covered Claim; which must be paid at the time services are authorized by the Administrator.

LIMIT OF LIABILITY – SMARTPHONE PLAN: During Your Plan Term, the maximum amount that We are obligated to pay in connection with all Claims pursuant to this Contract is (at Our sole discretion):

- *Aggregate Repair Limit:* unlimited repairs to Your covered Product up to the amount equal to the Original Purchase Price of the covered Product. Once this Aggregate Repair Limit has been reached, Our obligations will be considered fulfilled and coverage under Your Contract ends.
- *Replacement Limit:* up to two (2) replacements for Your covered Product in the event We determine that the covered Product cannot be repaired. Once Your Product has been replaced twice, Our obligations will be considered fulfilled and coverage under Your Contract ends.

NOTICE – About Replacements under the SMARTPHONE PLAN: Under Your Plan, when a replacement is applicable and provided to You in lieu of repair, any accessories that are not integral to the basic function of Your Product will NOT be provided with a replacement device. Replacement devices may not be the same model or color as Your originally covered Product.

5. MICROSOFT BAND PLAN:

- **MICROSOFT BAND PLAN with ADH** – If You purchased the Replacement Plan including ADH (“Your Plan”) as evidenced on Your Plan Purchase Receipt, in addition to providing service as described in the WHAT IS COVERED section above, Your Plan also provides replacement of Your Product if it experiences sudden and unforeseen ADH; such as damage resulting from dropping the Product, liquid spillage, or in association with screen breakage.

DEDUCTIBLE – MICROSOFT BAND PLAN with ADH: Under Your Plan, no Deductible payment is required.

LIMIT OF LIABILITY – MICROSOFT BAND PLAN with ADH: During Your Plan Term, the maximum amount that We are obligated to pay in connection with all Claims pursuant to this Contract is (at Our sole discretion):

- *For an ADH Covered Claim or a Non-ADH Covered Claim:* up to one (1) replacement of Your original covered Product. If Your original Product has been replaced once for any reason, Our obligations will be considered fulfilled and coverage under Your Contract ends.

NOTICE – About Replacements under the MICROSOFT BAND PLAN: Under Your Plan, when a replacement is provided to You, any accessories that are not integral to the basic function of Your Product will NOT be provided with a replacement device. Replacement devices may not be the same model or color as Your originally covered Product.

NOTICE – ABOUT ADH UNDER A “MICROSOFT BAND PLAN”: COVERAGE FOR DAMAGES RESULTING FROM ACCIDENTAL DAMAGE FROM HANDLING IS NOT PROVIDED UNLESS “ADH” HAS BEEN PURCHASED AND IS INDICATED ON YOUR CONTRACT PURCHASE RECEIPT.

ADDITIONAL BENEFIT INCLUDED THIS SERVICE CONTRACT – NO LEMON GUARANTEE

This Contract also provides a “NO LEMON GUARANTEE”. Within any consecutive twelve (12) month period, if Your Product has three (3) repairs covered under Your Contract for the same problem and a fourth (4th) repair is required for the same problem and considered covered under Your Contract, We will replace Your Product with one of like kind and quality, but not necessarily same brand, or, at Our sole discretion, provide You with reimbursement equal to the fair market value of the Product as determined by Us based upon the age of the Product and subject to the LIMIT OF LIABILITY section. Any repair services performed while Your Product is under its manufacturer’s warranty period or in relation to accidental damage from handling (if purchased/applicable) are not considered “qualifying service repairs” under this benefit.

PLACE OF SERVICE

For covered Claims, You are responsible for transporting Your Product to a service center authorized by Us (i.e. carry-in delivery or prepaid and insured shipment); UNLESS Your Plan is the “XBOX PLAN” as indicated on Your Plan Purchase Receipt.

LIMIT OF LIABILITY

In addition to that which is noted in the COVERAGE PLAN section as applicable to “Your Plan”, neither We nor the Retailer shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time or lost data resulting from the Failure of any Product or equipment, from delays in service or the inability to render service, or resulting from the unavailability of repair parts/components. Neither We nor the Retailer shall be liable for any and all pre-existing conditions known to You, including any inherent Product flaws.

WHAT IS NOT COVERED – EXCLUSIONS

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

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| <p>(a) Pre-existing conditions incurred or known to You (“pre-existing conditions refers to a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of Your Product before this Contract was purchased);</p> <p>(b) Improper packaging and/or transportation by You or Your representative resulting in damage to the Product while it is in transit, including improperly securing the Product during transportation;</p> <p>(c) Installation, removal, reinstallation or improper installation of parts/components, upgrades, attachments, accessories, peripherals (including external peripheral keyboards if the Product includes a virtual keyboard and any associated carrying cases or stands) or any items considered to be expendable or consumer replaceable;</p> <p>(d) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorized by Us;</p> | <p>(e) Merchandise that is intended for commercial use (“commercial use” refers to rental, business, educational, institutional or any other non-residential use);</p> <p>(f) Riot, nuclear radiation, war/hostile action or radioactive contamination;</p> <p>(g) Damage from freezing or overheating;</p> <p>(h) Inadequate or interruption of electrical service;</p> <p>(i) Neglect, negligence, misuse, Abuse (“Abuse” refers to the intentional treatment of the Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown), vandalism, theft, or malicious mischief or disappearance;</p> <p>(j) Rust, corrosion, warping, bending;</p> <p>(k) Animals (including pets), animal inhabitation or insect infestation;</p> <p>(l) Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke,</p> |
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- nuclear radiation, radioactive contamination, riot, war or hostile action;
- (m) **Accidental Damage from Handling (ADH); unless "ADH Coverage" or "SMARTPHONE PLAN WITH ADH" is indicated on Your Plan Purchase Receipt;**
- (n) **Lack of performing the manufacturer's recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer's specifications or instructions, or use of the Product as would be voidable coverage under the manufacturer's warranty or use of a covered Product in a manner inconsistent with the design of the equipment or manufacturer instructions or specifications;**
- (o) **Operational errors;**
- (p) **Loss of electricity, "power brown-out" or improper use of electricity;**
- (q) **Merchandise that is subject to a manufacturer's recall, warranty or rework to repair design or component deficiencies, improper construction, manufacturer error; regardless of the manufacturer's ability to pay for such repairs;**
- (r) **Merchandise that has removed or altered serial numbers;**
- (s) **Consequential damages or delay in rendering service under this Extended Warranty Contract, or loss of use or data during the period of time in which the Product is at a repair facility or otherwise awaiting parts as authorized by Us;**
- (t) **Non-Failure problems, including but not limited to: imperfections, noises, squeaks or cosmetic damage ("*cosmetic damage*" refers to damages or changes to the physical appearance of the Product that does not impede or hinder the Product's normal operational function; such as scratches, abrasions, or changes in color, texture, or finish);**
- (u) **Normal periodic or preventive maintenance, user education or set up adjustments;**
- (v) **Any service of the Product that is covered by a warranty, other service contract, or insurance;**
- (w) **Attachments that are essential to the basic function of the Product, but not provided by the manufacturer or not included in the original sale of the Product;**
- (x) **Screen/monitor imperfections, including burned-in images in CRT, LCD, LED or plasma screens caused by video games, prolonged display of one or more video signals, or cracked screens (except as may otherwise be covered if "ADH Coverage" or "SMARTPHONE PLAN WITH ADH" is indicated on Your Plan Purchase Receipt);**
- (y) **LCD/LED/plasma resolution or breakdown, pixel burnout or other image breakdown that is not in accordance with the manufacturer's specifications and/or minimum display standards, and pixel illumination issues which do not affect the overall viewing of the display (such as missing pixels, intermittent pixels or wrong color pixels); except as may otherwise be covered if the "SMARTPHONE PLAN" is indicated on Your Plan Purchase Receipt;**
- (z) **Signal reception or transmission problems resulting from external causes;**
- (aa) **Cost of lost components not covered by the Product's original manufacturer's warranty, or any non-operating / non-power-driven part; including but not limited to: plastic parts or other parts such as accessory cables, batteries (except as may otherwise be covered if the "SMARTPHONE PLAN WITH ADH" is indicated on Your Plan Purchase Receipt), connectors, cords, fuses, keypads, plastic body or molding, switches and wiring;**
- (bb) **Cost of removal or disposal of the Product from Your possession in order to comply with any EPA requirements;**
- (cc) **Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; or**
- (dd) **Any service performed outside of Canada or the United States of America.**

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS EXTENDED WARRANTY CONTRACT DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM YOUR COVERED PRODUCT, AND WE ARE UNABLE TO TRANSFER SUCH TO ANY REPLACEMENT DEVICE THAT MAY BE PROVIDED TO YOU. IN NO EVENT SHALL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM YOUR PRODUCT.

IF YOUR PRODUCT EXPERIENCES AN OCCURRENCE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION, OR IN THE EVENT OF A SERVICE INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM OUR AUTHORIZED SERVICER, THEN YOU ARE RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE; INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

HOW TO FILE A CLAIM

IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE DAMAGE OR BREAKDOWN TO YOUR PRODUCT IS COVERED UNDER YOUR EXTENDED WARRANTY CONTRACT. IN ORDER FOR A CLAIM TO BE CONSIDERED, YOU WILL NEED TO FIRST CONTACT US FOR INITIAL TRIAGE OF THE PROBLEM WITH YOUR PRODUCT. THIS CONTRACT MAY NOT PROVIDE ANY COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS.

For best service, have Your Plan Purchase Receipt readily available and call Us toll-free at 1-877-696-7786. Our authorized representatives will promptly obtain details regarding the issue You are experiencing with the Product, and will first attempt to resolve the situation over the telephone and/or remotely. If We are unsuccessful in resolving the issue over the telephone and/or remotely, You will be provided with a *Claim authorization number* and further instructions on how to obtain service for Your Product.

Please do not take or return Your Product to the Retailer or ship Your Product anywhere, unless the We instruct You to do so. If You are instructed by Us to take the Product to an authorized repair facility near You; to a Retailer; or to ship the Product elsewhere (such as an authorized depot center), please be sure to include the following with Your Product:

- (1) A copy of Your Plan Purchase Receipt,
- (2) A brief written description of the problem You are experiencing with the Product, and
- (3) A prominent notation of Your *Claim authorization number* that We gave to You.

NOTE: You are urged to use caution when transporting and/or shipping the Product, as We are not liable for any freight charges or damages due to improper packaging by You or Your authorized representative.

Coverage will be provided for eligible services that are conducted by a servicing center or Retailer as authorized by Us. If Your Term expires during the time of an approved Claim, coverage under Your Contract will be extended until the date in which the approved Claim in progress has been fulfilled completely in accordance with the terms and conditions of this Contract.

RENEWABILITY

This Contract may be renewed after Your Term expiration, at Our discretion. If We offer to renew Your coverage, the renewal price quoted will reflect the age of Your Product and the prevailing Product replacement cost at the time of the renewal.

TRANSFERABILITY

Coverage under this Contract may be transferred by You to another individual by contacting the Administrator toll-free at 1-877-696-7786.

GUARANTY

This is not an insurance policy; it is an extended warranty contract. Our liabilities under this Contract are insured by a contractual liability policy issued by Industrial Alliance Pacific General Insurance Corporation, 2165 West Broadway, Vancouver, British Columbia, V6K 4N5.

CANCELLATION

You may cancel this Contract at any time by informing the Administrator of the cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of the Contract only.

- If Your cancellation request is within 30 days of the Contract purchase date, You will receive a 100% refund of the Contract purchase price paid by You, minus any Claims paid by Us.
 - If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.
- If Your cancellation request is made after 30 days of the Contract purchase date, You will receive a pro-rata refund of the Contract purchase price paid by You, minus any Claims paid by Us and an administrative fee not to exceed 10% of the Contract purchase price or \$10.00; whichever is less.
- We may only cancel this Contract for the following reasons: (A) non-payment of the Contract purchase price/fee by You; (B) material misrepresentation by You; or (C) substantial breach of duties under this Contract by You in relation to the covered Product or its use.
 - If We cancel this Contract, We will provide written notice to You at least 15 days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies.

PROVINCE/TERRITORY ADDENDUMS

Regulation of extended warranty contracts may vary widely from province/territory to province/territory. Any provision within this Contract that conflicts with the laws of the province/territory in which this Contract was purchased shall automatically be considered to be modified in conformity with applicable provincial/territorial laws and regulations as set forth below. The following provincial/territorial requirements apply if Your Contract was purchased in one of the following provinces and supersede any other provision within Your Contract terms and conditions to the contrary; except, expressly: COVERAGE IS NOT AVAILABLE TO RESIDENTS OF BRITISH COLUMBIA, NEW BRUNSWICK, NOVA SCOTIA, SASKATCHEWAN OR YUKON TERRITORY; REGARDLESS OF THE PROVINCE/TERRITORY IN WHICH THIS CONTRACT WAS PURCHASED.

- **Nunavut Only:** YOU MAY CANCEL THIS CONTRACT BY CONTACTING THE SELLING RETAILER, THE ADMINISTRATOR OR THE OFFICE OF THE GOVERNMENT OF THE NORTHWEST TERRITORIES (Consumer Services-Public Safety Division – Dept. of Municipal and Community Affairs-Government of the Northwest Territories, #600, 5201-50 Avenue, Yellowknife NT XIA 3S9) ORALLY OR IN WRITING.
- **Ontario Only:** YOU MAY CANCEL THIS CONTRACT BY CONTACTING THE SELLING RETAILER OR THE ADMINISTRATOR ORALLY OR IN WRITING.
- **Quebec Only:** The following disclosure statement is added: The parties acknowledge that they have requested that this Agreement and all ancillary documents be drawn up in the English language only. *Les parties reconnaissent avoir exigé que cette convention ainsi que tous les documents y afférents soient rédigés en anglais seulement.*