

“MICROSOFT COMPLETE” Service Contract Terms & Conditions

BE SURE TO REGISTER YOUR SERVICE CONTRACT ONLINE!

In order to maximize Your benefits, please go to <https://devicesupport.microsoft.com/> and register Your Service Contract within 10 days of purchase. Failure to do so may result in significant service delays when You have a Claim.

CONSUMER RIGHTS: FOR CONSUMERS IN TERRITORIES THAT HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THIS SERVICE CONTRACT ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. NOTHING IN THIS SERVICE CONTRACT SHALL PREJUDICE CONSUMER RIGHTS GRANTED BY APPLICABLE MANDATORY LAWS, INCLUDING CONSUMER'S RIGHT TO THE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE BY US OF ANY OF OUR CONTRACTUAL OBLIGATIONS.

CONGRATULATIONS! Thank You for Your recent purchase of “Microsoft Complete”. Please keep this important terms and conditions document (“**Service Contract**”, “**Contract**”), and Proof of Purchase together in a safe place, as these will be needed at time of a Claim. The information contained in this Contract document 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 document, or Your Coverage in general, please contact the Administrator toll-free at (for “SURFACE PLAN”) 1-855-425-8900, or (for “XBOX PLAN”) 1-877-696-7786

DEFINITIONS

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

1. **“We”, “Us”, “Our”, “Provider”, “Obligor”, “Administrator”**: the party or parties obligated to provide service under this Contract as the service contract provider/obligor, as well as handle the administration under this Contract as the service contract Administrator AS SPECIFIED IN THE “SPECIAL JURISDICTIONAL REQUIREMENTS” SECTION OF THIS CONTRACT AND APPLICABLE TO YOUR JURISDICTION.
2. **“Retailer”**: the seller that has been authorized by Us to sell this Contract to You.
3. **“You”, “Your”**: the purchaser/owner of the Product(s) covered by this Contract.
4. **“Product(s)”**: the item(s) that You originally purchased, or at Our discretion, a Replacement item provided by Us, that is to be covered under this Contract.
5. **“Original Purchase Price”**: the amount paid by You for the covered Product(s); excluding any applicable taxes and/or fees, as indicated on Your Proof of Purchase.
6. **“Proof of Purchase”**: the original purchase receipt provided at the point of sale that confirms the date in which the Service Contract and Product were purchased, as well as the Term period and specific Coverage Plan Option.
7. **“Term”**: the period of time in which the provisions of this Contract are valid.
8. **“Claim”**: a demand for payment in accordance with this Contract sent by You.
9. **“Breakdown”**: the mechanical and/or electrical failure of Your Product to perform its intended function, including defects in materials or workmanship; occurring during normal use of the Product.
10. **“Power Surge”**: damage 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.
11. **“Deductible”**: the amount You are required to pay, per Claim, for services covered under this Contract (if any).
12. **“ADH”, “ADP”**: accidental damage from handling; such as damage resulting from dropping the covered Product, liquid spillage, or in association with screen breakage. *ADH/ADP Coverage is not available for all Product types or Plan options.*
13. **“Repair”**: the actions We take to mend, remedy, or restore Your Product to a sound functioning state following a covered Breakdown. 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.
14. **“Replace” or “Replacement(s)”**: delivery to You of a replacement item in the event We determine Your previous Product is not suitable for Repair. We reserve the right to Replace Your defective Product with a new, rebuilt or refurbished item of equal or similar features and functionality.

CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

1. **Coverage for damages to Your Product resulting from Power Surge or, if purchased/applicable, ADH/ADP** begins upon Product purchase date and continues for the Term shown on Your Proof of Purchase.
2. **Coverage for a Breakdown** 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 Proof of Purchase.

PRODUCT ELIGIBILITY

In order to be eligible for Coverage (defined below) under this Contract, the merchandise must be: (a) purchased from an authorized Retailer; and (b) not covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined herein.

WHAT IS COVERED – GENERAL

During the SERVICE 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 covered Product in lieu of Repair (“**Coverage**”).

Coverage described in this Contract does not replace or provide duplicative benefits during any active manufacturer's warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Contract; regardless of the manufacturer's ability to fulfill its obligations. We will Repair or Replace Your Product pursuant to the provisions of this Contract. If We decide to Replace Your Product, technological advances may result in a Replacement with a lower selling price than the previous 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. *Unless You have purchased the “Accessories Plan”, when a Replacement is applicable and provided in lieu of Repair, any accessories, attachments and/or peripherals that are integrated with the Product, but that were not provided and included by the manufacturer in the packaging and with the original sale of the covered Product, will NOT be included with such Replacement.*

COVERAGE PLAN OPTIONS (As indicated on the Proof of Purchase and applicable to You)

1. SURFACE PLAN:

BREAKDOWN PLUS ADH COVERAGE for an Eligible Microsoft Surface series Product – If this plan has been purchased for an eligible Microsoft Surface series (as indicated on Your Proof of Purchase; Your “Plan”), Coverage includes that which is described in the “WHAT IS COVERED – GENERAL” section above plus ADH Coverage.

DEDUCTIBLE: Under this Plan, a \$49 Deductible per covered Claim must be paid at the time services are authorized by the Administrator.

LIMIT OF LIABILITY: 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 Breakdown 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 this Plan ends.
 - *Replacement Limit:* up to one (1) Replacement of Your covered Product for a Breakdown cause (such as Breakdown due to mechanical/electrical failure or damage resulting from Power Surge) in the event We determine that it cannot be Repaired. Once this Replacement limit has been reached, Our obligations for Breakdown Coverage will be considered fulfilled and Breakdown Coverage under this Plan ends.
- *For ADH Covered Claims:*
 - *Aggregate Repair Limit:* unlimited Repairs to Your covered Product up to twice the amount of the Original Purchase Price of the covered Product. For any one covered Claim, the maximum amount We will pay will not exceed the Original Purchase Price of Your covered Product. Once this aggregate Repair limit has been reached, Our obligations will be considered fulfilled and Coverage under this Plan ends.
 - *Replacement Limit:* up to two (2) Replacements of Your covered Product in the event We determine that it cannot be Repaired. Once this Replacement limit has been reached, Our obligations for ADH Coverage will be considered fulfilled and ADH Coverage under this Plan ends.

NOTICE – ABOUT REPLACEMENTS UNDER ANY “SURFACE PLAN”: Determination of whether a defective Product will be Repaired or Replaced is at Our sole discretion. If a Replacement is provided, it will be considered the covered “Product” as referenced in the provisions of this Contract, and if the Term is still effective and the limit of liability has not been fulfilled, Coverage for the Replacement Product will automatically continue for the remainder of the Term. *NOTE: A Repair or Replacement does not extend the Term.*

If We choose to provide a Replacement, We may provide advanced exchange service. If We provide advanced exchange service, the Replacement Product will be delivered to You in advance of Our receipt of the defective Product. IN EXCHANGE, THE DEFECTIVE PRODUCT MUST BE RETURNED TO US WITHIN TEN (10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT. If the defective Product is not returned to Us within ten (10) calendar days of confirmed delivery receipt of the Replacement Product, You will be assessed a non-returned device fee equal to the MSRP of the Replacement Product. WE RESERVE THE RIGHT TO REPLACE A DEFECTIVE PRODUCT WITH A NEW, REBUILT OR REFURBISHED ITEM OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY, WHICH MAY NOT BE THE SAME MODEL OR COLOR AS THE PREVIOUS COVERED PRODUCT.

2. XBOX PLAN:

BREAKDOWN COVERAGE ONLY for an Eligible Xbox Product – If this plan has been purchased for an eligible Xbox series Product (as indicated on Your Proof of Purchase; Your “Plan”), Coverage includes that which is described in the “WHAT IS COVERED – GENERAL” section above for the following components:

- **One (1) Xbox console Product**

And, when the following are purchased under a single transaction as a bundle or package from a Microsoft Retailer only:

- **One (1) Kinect motion sensing device Product;**
- **Up to two (2) Xbox standard controllers;**
- **One (1) Xbox Elite controller Product;**
- **One (1) computer generated display Product; and/or**
- **One (1) Xbox gaming accessory Product.**

DEDUCTIBLE: Under this Plan, no Deductible payment is required.

LIMIT OF LIABILITY: Under this Plan, the maximum amount that We are obligated to pay in connection with all Claims made pursuant to Your Plan will not exceed the amount equal to the Original Purchase Price of Your Product (or Products, if multiple eligible items are purchased under a single transaction/as a bundle). *NOTE: Kinect motion sensing device, Xbox standard and/or Elite controllers, computer-generated display device, and gaming accessories are not covered under this Plan if they were purchased separately from the Xbox console and not part of a bundled, in the box, purchase.*

Additionally, as applicable to Your originally purchased Product(s) covered under this Plan, the following individual Product limits apply:

- XBOX CONSOLE PRODUCT – Maximum of one (1) Replacement of Your original covered Product. Xbox consoles are no longer eligible for Coverage under this Plan after this maximum is reached.
- KINECT MOTION SENSING DEVICE PRODUCT – Maximum of one (1) Replacement of Your original covered Product. Kinect motion sensing devices are no longer eligible for Coverage under this Plan after this maximum is reached.
- XBOX STANDARD CONTROLLER PRODUCT – Maximum of two (2) Replacements of Your covered Product. Xbox standard controllers are no longer eligible for Coverage under this Plan after this maximum is reached.
- XBOX ELITE CONTROLLER PRODUCT – Maximum of one (1) Replacement of Your original covered Product. Xbox Elite controllers are no longer eligible for Coverage under this Plan after this maximum is reached.
- COMPUTER-GENERATED DISPLAY PRODUCT – Maximum of one (1) Replacement of Your original covered Product. Computer-generated displays are no longer eligible for Coverage under this Plan after this maximum is reached.
- XBOX GAMING ACCESSORY PRODUCT – Maximum of one (1) Repair or one (1) Replacement of Your original covered Product; whichever occurs first. Xbox gaming accessories are no longer eligible for Coverage under this Plan after this maximum is reached.

REPLACEMENT PRODUCTS ARE NOT ELIGIBLE FOR COVERAGE UNDER THIS PLAN. WE RESERVE THE RIGHT TO REPLACE A DEFECTIVE PRODUCT WITH A NEW, REBUILT OR REFURBISHED ITEM OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY, WHICH MAY NOT BE THE SAME MODEL OR COLOR AS THE ORIGINAL COVERED PRODUCT.

NOTICE – NO COVERAGE FOR ADH UNDER THE “XBOX PLAN”: Coverage for damages resulting from accidental damage from handling (ADH) is not covered and is not available for purchase.

ADDITIONAL BENEFIT INCLUDED IN THIS SERVICE CONTRACT – NO LEMON GUARANTEE

This Contract also provides a “NO LEMON GUARANTEE”. During the Term, 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 (“**Qualifying Service Repairs**”), 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 to be Qualifying Service Repairs under this benefit.

PLACE OF SERVICE

For covered Claims, You may be responsible for transporting Your Product to a service center authorized by Us (i.e. carry-in delivery or prepaid and insured shipment).

LIMIT OF LIABILITY

In addition to that which is noted in the “COVERAGE PLAN OPTIONS” 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 Breakdown 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 (defined below) known to You, including any inherent Product flaws.

WHAT IS NOT COVERED – EXCLUSIONS

THIS CONTRACT DOES NOT COVER ANY CLAIM IN CONNECTION WITH OR RESULTING FROM:

- (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);
- (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;
- (c) **Modifications, adjustments, alterations, manipulation or repairs** made by anyone other than a service technician authorized by Us;
- (d) **Merchandise that is intended for Commercial Use** (“*Commercial Use*” refers to rental, business, educational, institutional or any other non-residential use);
- (e) **Damage from freezing or overheating;**
- (f) **Normal wear and tear;**
- (g) **The intentional or negligent treatment of the Product in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure;**
- (h) **Viruses, vandalism, loss, theft, or malicious mischief or disappearance;**
- (i) **Rust, corrosion, warping, bending;**
- (j) **Animals (including pets), animal inhabitation or insect infestation;**
- (k) **Fortuitous events; including, but not limited to: riot, nuclear radiation, war/hostile action or radioactive contamination, 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, nuclear radiation, radioactive contamination, riot, war or hostile action;**
- (l) **Accidental Damage from Handling (ADH / ADP); unless ADH / ADP is indicated on Your Proof of Purchase;**
- (m) **Lack of performing the manufacturer’s recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer’s specifications or instructions;**
- (n) **Improper use of electricity and power fluctuations;**
- (o) **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;**
- (p) **Merchandise that has removed or altered serial numbers;**
- (q) **Any consequential damages or delay in rendering service under this Service Contract, or loss of use or data during the period of time in which the Product is at an authorized servicer or otherwise awaiting parts as authorized by Us;**
- (r) **Non-Breakdown 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);**
- (s) **Normal periodic or preventive maintenance, user education or set up adjustments;**
- (t) **Any service of the Product that is covered by a warranty, other service contract, or insurance;**
- (u) **Accessories (such as headphones), and peripherals (such as a detachable / wireless keyboard or a computer mouse), or attachments that are essential to the basic function of the Product, but not provided and included by the manufacturer in the packaging and with the original sale of the Product (except as may otherwise be covered if the “Accessories Plan” has been purchased as indicated on Your Proof of Purchase);**
- (v) **Any motorized or power-operated ground and aerial vehicles, including, but not limited to drones and radio controlled devices;**
- (w) **Screen/monitor imperfections; including but not limited to: burned-in images in 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/ ADP is indicated on Your Proof of Purchase);**
- (x) **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 be otherwise stated in this Contract), connectors, cords, fuses, keypads, plastic body or molding, switches and wiring; or Coverage that would violate any U.S. economic or trade sanctions;**
- (y) **Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; or**
- (z) **Any service performed outside of the United States of America, its territories, or Canada.**

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS 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 WILL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM ANY 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 SERVICE CONTRACT. In order for a Claim to be considered, You will need to first contact Us for initial diagnosis of the problem with Your Product. THIS CONTRACT MAY NOT PROVIDE ANY COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS.

For best service, have Your Proof of Purchase readily available and call Us toll-free at (for "SURFACE PLAN") 1-855-425-8900 or (for "XBOX PLAN") 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 service request number* and further instructions on how to obtain service for Your Product. NOTE: Your Product may be required to be returned to a Retailer for covered servicing under this Contract.

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

- (1) The defective Product;
- (2) A copy of Your Proof of Purchase;
- (3) A brief written description of the problem You are experiencing with the Product; and
- (4) A prominent notation of Your *Claim service request number* that We gave to You.

NOTE: If We require You to mail the Product elsewhere, We will provide You specific instructions on how to mail the Product. For mail-in service, We will pay for shipping to and from Your location if You follow all instructions. 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 is only provided for eligible services that are conducted by a servicer, Retailer, or depot center which has been authorized by Us. If Your Term expires during the time of an approved Claim, Coverage under this 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

After Your Term expires, We may offer You the option to renew Your Coverage. 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 residing in the United States by contacting the Administrator toll-free at (for "SURFACE PLAN") 1-855-425-8900 or (for "XBOX PLAN") 1-877-696-7786.

GUARANTY

This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Contract. Should We fail to pay any Claim or fail to Replace the Product covered under this Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Contract and We fail to refund any unearned portion of the Contract price, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

CANCELLATION

You may cancel this Contract at any time by informing the Administrator at (for "SURFACE PLAN") 1-855-425-8900 or (for "XBOX PLAN") 1-877-696-7786 (or in writing) 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 (except where prohibited; as indicated in the "SPECIAL JURISDICTIONAL REQUIREMENTS" section). 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 (except where prohibited by law, as indicated in the "SPECIAL JURISDICTIONAL REQUIREMENTS" section) and an administrative fee not to exceed 10% of the Contract purchase price or ten dollars (\$10), 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 (except as may otherwise be required and noted in the "SPECIAL JURISDICTIONAL REQUIREMENTS" section). 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.*

COMPLAINTS PROCEDURE

It is always the intention to provide You with a first class service. However, if You are not happy with the service please notify one of Our representatives as outlined on Your Proof of Purchase.

We will reply within five (5) working days from when We receive Your complaint. If it is not possible to give You a full reply within this time (for example, because a detailed investigation is required), We will give You an interim response telling You what is being done to deal with Your complaint, when You can expect a full reply and from whom. In most cases Your complaint will be resolved within four (4) weeks.

PRIVACY AND DATA PROTECTION

You agree that any information or data disclosed to Us under this Contract is not confidential. Furthermore, You agree that We may collect and process data on Your behalf when We provide the services contemplated under this Contract. This may include transferring Your data to affiliated companies or third party service providers in accordance with Our Customer Privacy Policy. Except for the purposes of providing services in this Contract, We will not share Your information with third parties without Your permission and We will comply with applicable privacy and data protection laws in Your specific jurisdiction.

Unless specifically prohibited by Your jurisdiction's privacy and data protection laws, We may transfer Your information to other countries and jurisdictions provided that anyone to whom We transfer Your information provides an adequate level of protection. In addition, Your information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

GENERAL PROVISIONS

- 1. Subcontract.** We may subcontract or assign performance of Our obligations to third parties, but We shall not be relieved of Our obligations to You when doing so.
- 2. Waiver; Severability.** The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter, nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
- 3. Notices.** You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You provide Us. All notices or requests pertaining to this Contract will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to You by email or fax number that You provided to Us, or three (3) days after mailing to the street address You provided.

ENTIRE AGREEMENT

This Service Contract, including the Proof of Purchase, terms, conditions, limitations, exceptions and exclusions, constitute the ENTIRE AGREEMENT between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

SPECIAL JURISDICTIONAL REQUIREMENTS

Regulation of service contracts varies based on jurisdiction of residence and purchase. Any provision within this Contract which conflicts with the laws of the jurisdiction where You live will automatically be considered to be modified in conformity with those applicable laws and regulations. The following specific requirements apply based on the jurisdiction in which You purchased Your Contract, or if applicable, the jurisdiction in which You reside, and supersede any other provision within Your Contract terms and conditions to the contrary.

- A. IN ALL STATES (EXCEPT FLORIDA & WASHINGTON) – The “DEFINITIONS” section is deleted and replaced as follows:**
“We”, “Us”, “Our”, “Provider”, “Obligor”, “Administrator” refer to the party or parties obligated to provide service under this Contract as the service contract provider/obligor, as well as handle the administration under this Contract as the service contract administrator, who is Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114.
- B. ALABAMA ONLY – The “CANCELLATION” section is amended to include the following:**
Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.
- C. ARIZONA ONLY – This Contract is amended as follows:**
Added Disclosure Statements: In no event will Claims be deducted from any refund. Only the items specifically listed in the “WHAT IS NOT COVERED” section of this Service Contract will not be covered under this Contract.
- D. CALIFORNIA ONLY – The “CANCELLATION” section is deleted and replaced with the following:**
This Service Contract may be cancelled by the Service Contract holder for any reason, including, but not limited to, the Product covered under this Service Contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Contract, and Your cancellation notice is received by the Administrator within thirty (30) days of the date You received the Service Contract, and You have made no Claims against the Service Contract, You will be refunded the full Service Contract price; or if Your Service Contract is cancelled by written notice after thirty (30) days from the date You received this Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any Claims paid, less an administrative fee of ten percent (10%) of the Service Contract price or ten dollars (\$10), whichever is less. Northcoast Warranty Services, Inc. (License No. SA-19178) is the Obligor and Service Contract Administrator for this Service Contract.
- E. CONNECTICUT ONLY – This Contract is amended as follows:**
The following disclosure statement is added to the “CANCELLATION” section: You may cancel Your Service Contract if the covered Product is sold, lost, stolen, or destroyed.
Additional Disclosure Statements: In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of Repair of the Product and a copy of the warranty Service Contract. SERVICE CONTRACT HOLDER'S RESPONSIBILITY: It is the responsibility of the Service Contract holder to follow the manufacturer's specifications for the use and care/maintenance of the covered Product.
- F. FLORIDA ONLY – This Contract is amended as follows:**
The definition of “We”, “Us”, “Our”, “Administrator” is deleted and replaced with the following: “We”, “Us”, “Our”, “Administrator” means the party obligated to provide service under this Contract as the service contract provider/obligor, as well as handle the administration under this Contract as the service contract administrator, who is Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 43rd Floor, New York, NY 10038. This Contract is an agreement between the Us, the provider, Technology Insurance Company, Inc. and You, the purchaser.
The “CANCELLATION” provision is deleted and replaced with the following: You may cancel Your Service Contract by informing the selling dealer or the Administrator. In the event the Service Contract is canceled by You, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of Repairs made on Your behalf. In the event the Service Contract is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of Repairs made on Your behalf. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation.

G. GEORGIA ONLY – This Contract is amended as follows:

Added Disclosure Statement: This Service Contract will be interpreted and enforced according to the laws of the state of Georgia.

The “CANCELLATION” provision is amended with the following: The Administrator may not cancel this Service Contract except for fraud, material misrepresentation, or nonpayment by You. If We cancel this Contract, written notice must be provided to the contract holder at least 30 days in advance and no cancellation fee applies. In no event will Claims be deducted from any refund. Any administrative fee shall not to exceed 10% of the pro-rata refund amount or ten dollars (\$10), whichever is less.

H. ILLINOIS ONLY – The following disclosure statement is added to this Contract:

Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Service Contract.

I. INDIANA ONLY – The following disclosure statements are added to this Contract:

This service contract is not insurance and is not subject to Indiana insurance law. Your proof of payment to the Retailer for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. If We fail to perform or make payment due under the service contract within sixty (60) days after You request the performance or payment, You may request the performance or payment directly from the insurer that issued the Provider's service contract reimbursement policy, including any applicable requirement under the service contract that the Provider refund any part of the cost of the service contract upon cancellation of the service contract.

J. MISSOURI ONLY – The following disclosure statement is added to this Contract:

In no event will Claims be deducted from any refund.

K. NEVADA ONLY – This Contract is amended as follows:

The first two bullets under the “CANCELLATION” section are amended to state following: In no event will Claims be deducted from any refund. The third bullet under the “CANCELLATION” section is deleted and replaced with the following: We, the Provider of this Service Contract, may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If the Provider cancels Your Service Contract You will be entitled to a pro-rata refund of the unearned Service Contract fee, no administrative fee will be deducted. If Your Service Contract was financed, the outstanding balance will be deducted from any refund. In no event will Claims be deducted from any refund.

L. NEW HAMPSHIRE – This Contract is amended as follows:

Added Disclosure Statement: In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261.

M. NEW MEXICO – The “CANCELLATION” section is amended as follows:

We, the Provider of this Service Contract, may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Contract for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

N. NORTH CAROLINA – The “CANCELLATION” section is amended as follows:

We may cancel this Service Contract only for non-payment of the purchase price of the Service Contract or a direct violation of the Service Contract by You.

O. OKLAHOMA – This Contract is amended as follows:

Added Disclosure Statements: This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association.

The “CANCELLATION” section is deleted and replaced with the following: If You cancel this service warranty Contract within the first thirty (30) days and no Claim has been authorized or paid within the first thirty (30) days, We will refund the entire service warranty Contract purchase price. If You cancel this service warranty Contract after the first thirty (30) days, or have made a Claim within the first thirty (30) days, return of the Provider fee shall be based upon ninety percent (90%) of the unearned pro-rata Provider fee less the actual cost of any service provided under the service warranty Contract. If We cancel this service warranty, return of the Provider fee shall be based upon one hundred percent (100%) of unearned pro-rata Provider fee less the actual cost of any service provided under the service warranty Contract.

P. OREGON – This Contract is amended as follows:

This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, (866) 927-3097 and You.

Q. SOUTH CAROLINA – The following disclosure statement is added to this Contract:

If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

R. TEXAS – The following disclosure statement is added to this Contract:

The Obligor (“We”) and Administrator is Northcoast Warranty Services, Inc., Service Contract Provider License No. 651, 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, 866-927-3097. If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract.

S. UTAH – This Contract is amended as follows:

Added Disclosure Statements: Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

The “CANCELLATION” provision is amended as follows: We may only cancel this Service Contract for material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Contract for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. If We cancel this Service Contract for material misrepresentation of a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice.

T. WASHINGTON – This Contract is amended as follows:

The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038 (“We”, “Us”, “Our”, “Administrator”).

Added Disclosure Statement: What is excluded from Coverage is limited to that which is expressly stated under the “WHAT IS NOT COVERED” section of this Service Contract.

The “CANCELLATION” is amended to include: You may file a Claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048. The State of Washington is the jurisdiction for any civil action in connection with this Contract. If We cancel this Contract, written notice must be provided to the contract holder at least 21 days in advance.

U. WISCONSIN – This Contract is amended as follows:

Added Disclosure Statements: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** Unauthorized Repairs may not be covered.

The first two bullets under the “CANCELLATION” section are deleted and replaced with the following: You may cancel this Service Contract at any time. We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata Provider fee, less any Claims paid. If this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within 45 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. For a Service Contract canceled subsequent to the period stated in the preceding paragraph or if a Claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata Provider fee, less any Claims paid and less a cancellation fee not to exceed ten percent (10%) of the Service Contract purchase price paid. If You request cancellation due to a total loss of Your Product which is not covered by a Replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less Claims paid.

The “GUARANTY” section is deleted and replaced with the following: Our obligations under this Service Contract are insured under a service contract reimbursement insurance policy. Should We fail to pay any Claim or fail to Replace the Product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract purchase price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract.

PUERTO RICO – THIS CONTRACT IS NOT VALID FOR PURCHASE IN PUERTO RICO.