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## "MICROSOFT EXTENDED HARDWARE SERVICE FOR DUAL SCREEN DEVICES"

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### Commercial Service Contract Terms & Conditions

**Thank you** for purchasing "Microsoft Extended Hardware Service for Dual Screen Devices"!

Please keep this important terms and conditions Contract document, and the Proof of Purchase together in a safe place, as these will be needed at time of Claim. The information contained in this Contract document is intended to serve as a valuable reference guide to help the Holder determine and understand "WHAT IS COVERED" under this Contract. For any questions regarding the information contained in this Contract document, or Coverage in general, please contact the Administrator toll-free at 1-800-642-7676.

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### DEFINITIONS

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

- **"Breakdown"**: the mechanical and/or electrical failure of the original Covered Product that results in it no longer being able to perform its intended function; which is caused by defects in materials or workmanship and NOT normal wear and tear, and that occurs during normal use of the Product.
- **"Claim"**: a request for Replacement in accordance with this Contract sent by the Holder.
- **"Contract Holder", "Holder"**: the original purchaser/owner of the Product that is to be Covered under the provisions of this Service Contract.
- **"Covered Product", "Product"**: the eligible Microsoft Surface series device purchased by the Holder that is to be Covered under this Service Contract. (NOTE: Coverage includes power cord, and for Studio series only, a keyboard and display monitor; ONLY when such have been supplied by Microsoft within a single, all-in-one packaged purchase.)
- **"Deductible"**: the amount the Holder is required to pay, per Claim, for services Covered under this Contract (if any).
- **"Microsoft"**: the original equipment manufacturer of the Covered Product.
- **"Power Surge"**: damage to the Product resulting from an oversupply of voltage to the Holder's 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.
- **"Product Purchase Price"**: the amount paid by the Holder for the Covered Product; excluding any applicable taxes and/or fees as indicated on the Proof of Purchase.
- **"Proof of Purchase"**: the original purchase receipt provided at the point of sale that confirms the date in which this Contract and Covered Product was purchased, as well as the Term period.
- **"Replace" or "Replacement(s)"**: an item supplied to the Holder through Our arrangement in the event of a Covered Claim. (NOTE: We reserve the right to Replace the original Covered Product with a new, rebuilt or refurbished item of equal or similar features and functionality, and We make no guarantee that a Replacement will be the same model, size, dimensions or color as the original Covered Product.)
- **"Retailer"**: the seller that has been authorized by Microsoft and Us to sell this Contract to the Holder.
- **"Service Contract", "Contract"**: this document detailing all Coverage provisions, conditions, exclusions and limitations for the Microsoft Extended Hardware Service for Dual Screen Devices program that has been provided to Holder upon purchase completion from Our Retailer.
- **"Term"**: the period of time shown on the Holder's Proof of Purchase which represents the duration in which the provisions of this Contract are valid.
- **"We", "Us", "Our", "Provider", "Obligor", "Administrator"**: Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21<sup>st</sup> Fl., Cleveland, OH 44114; unless otherwise specified in the SPECIAL JURISDICTIONAL REQUIREMENTS section of this Contract and applicable to the Holder's jurisdiction).

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### TERRITORY

THIS SERVICE CONTRACT IS VALID AND ELIGIBLE FOR PURCHASE IN THE FOLLOWING JURISDICTIONS ONLY: the continental United States of America, plus Alaska and Hawaii. (NOTICE: all outlying U.S. territories, including but not limited to Puerto Rico, and all Canadian provinces/territories are expressly EXCLUDED.)

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### CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

1. **Coverage for damages to the Product resulting from a defined Power Surge event** begins upon Product purchase date and continues for the Term shown on the Holder's Proof of Purchase.
  2. **Coverage for a defined Breakdown** begins upon expiration of the manufacturer's original warranty and continues for the remainder of the Term shown on the Holder's Proof of Purchase.
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### PRODUCT ELIGIBILITY

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

ANY REPLACEMENT OF THE ORIGINAL COVERED PRODUCT SHALL BE BASED ON THE PROVISIONS OUTLINED IN THIS CONTRACT.

PLEASE READ THIS ENTIRE CONTRACT DOCUMENT CAREFULLY.

## WHAT IS COVERED – GENERAL

During the Contract Term described above, in the event of a Covered Claim for a Breakdown or Power Surge event, this Service Contract provides for a Replacement for the original Covered Product, at Our sole discretion (“**Coverage**”, “**Covered**”, “**Cover**”). Refer to the “COVERED ESSENTIALS” provisions below that is applicable to the Covered Product type for additional details regarding what is Covered:

- ▶ **Covered Essentials for Microsoft “Surface Duo” Series:** Surface tablet, laptop or book plus associated power supply unit with attaching cords are Covered under this Plan, when such are originally supplied by Microsoft within a single, all-in-one packaged purchase.

*NOTICE – EXPRESSLY EXCLUDED ITEMS: DIGITAL PEN, TYPECOVER, STANDALONE KEYBOARDS, MOUSE AND ADD-ON ITEMS ARE NOT COVERED UNDER THIS PLAN (REGARDLESS OF WHETHER SUCH WERE ORIGINALLY SUPPLIED BY MICROSOFT WITHIN A SINGLE, ALL-IN-ONE PACKAGED PURCHASE).*

## OPTIONAL ADDITIONAL COVERAGE: DRIVE (SSD) RETENTION OPTION

**When selected and purchased by the Holder and is indicated on the Proof of Purchase**, this additional coverage will provide the Holder the option to retain the solid state drive (SSD) of the Covered Product in the event of a covered Breakdown. Your serviced Covered Product will include a new SSD at no additional charge. This coverage is only available on Microsoft devices in which the SSD is marketed as removable on the Technical Specifications sheet for Your Covered Device.

## OPTIONAL ADDITIONAL COVERAGE: NEXT BUSINESS DAY SHIPPING SERVICE

**When selected and purchased by the Holder and is indicated on the Proof of Purchase**, this additional coverage provides for overnight carrier delivery service of a replacement determined by Us to the Holder’s location on file as follows:

- a) One (1) Business Day following Claim authorization if Claim authorization occurs prior to 2:00 p.m. CST; or
- b) Two (2) Business Days if Claim authorization occurs after 2:00 p.m. CST.

Overnight delivery is subject to availability of Our authorized overnight delivery carriers.

- *For the purpose of this Optional Coverage Upgrade provision, “**Business Day**” refers to Monday through Friday, excluding standard U.S. holidays (New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day).*

## IMPORTANT NOTICES REGARDING COVERAGE UNDER THIS CONTRACT

A. Determination of a Covered Replacement is at Our sole discretion.

- ▶ 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 the Holder in advance of Our receipt of the defective Product. IN EXCHANGE, THE ORIGINAL DEFECTIVE COVERED PRODUCT MUST BE RETURNED TO US WITHIN FOURTEEN (14) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT. If the original defective Product is not returned to Us within fourteen (14) calendar days of confirmed delivery receipt of the Replacement Product, the Holder will be assessed a non-returned device fee equal to the MSRP of the Replacement Product.
- ▶ A Replacement provided under this Contract will be automatically considered as the “Covered Product” referenced throughout the provisions of this Contract, and Coverage for such Replacement will continue for the *remainder* of the current Contract Term (assuming there is remaining time under the current Term and that the LIMIT OF LIABILITY has not been reached). A Replacement will not *extend* the current Contract Term.
- ▶ 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, size, dimension or color as the original Covered Product.
- ▶ Technological advances may result in a Replacement that has a lower retail or market price than the original Covered Product, and in such situation, this Contract shall not provide Holder with any reimbursement for such a price difference.
- ▶ Any and all Covered Product parts, components or entire units Replaced under the provisions of this Contract shall become Our property in their entirety.

B. COVERAGE DESCRIBED UNDER THIS SERVICE CONTRACT SHALL NOT REPLACE OR PROVIDE ANY DUPLICATIVE BENEFITS DURING ANY VALID MANUFACTURER’S WARRANTY PERIOD. During such period, anything Covered under the manufacturer’s warranty is the sole responsibility of the manufacturer and shall NOT be Covered under this Contract; regardless of the manufacturer’s ability to fulfill its obligations.

C. COVERAGE UNDER THIS SERVICE CONTRACT IS LIMITED TO THAT WHICH IS SPECIFICALLY DESCRIBED IN THIS DOCUMENT, AS APPLICABLE TO THE COVERED PRODUCT TYPE. Anything NOT specifically expressed herein is NOT Covered (including but not limited to any training services provided separately by Microsoft or Microsoft’s designees).

D. YOUR RESPONSIBILITIES: It is Your responsibility to backup any/all software and/or data on a regular basis; especially, prior to commencement of any services Covered under this Contract. Software and/or data transfer or restoration services are NOT Covered.

## DEDUCTIBLE

No Deductible payment is required in order to receive Coverage under this Contract.

## HOW TO FILE A CLAIM

**IMPORTANT: The submission of a Claim does NOT automatically mean that the problem with the Product is Covered under this Service Contract. In order for any Claim to be considered for Coverage under this Contract, the Holder must first contact Us for initial diagnosis of the problem with the Covered Product.**

For best service, have the Holder's Proof of Purchase readily available and call Us toll-free at 1-800-642-7676 or visit [www.microsoft.com/surface/business/extended-service-warranty](http://www.microsoft.com/surface/business/extended-service-warranty). Our authorized representatives will promptly obtain details regarding the issue the Holder is experiencing with the Product and will provide details regarding how Covered services may be provided under this Contract. (See "HOW COVERED SERVICE(S) WILL BE PROVIDED" section below for additional information.)

THE AFFECTED PRODUCT SHOULD NEVER BE RETURNED TO THE RETAILER OR SHIPPED ANYWHERE UNLESS WE HAVE PROVIDED INSTRUCTIONS TO DO SO. COVERAGE IS ONLY PROVIDED FOR ELIGIBLE SERVICES THAT ARE CONDUCTED BY A SERVICER, RETAILER, OR DEPOT CENTER WHICH HAS BEEN AUTHORIZED BY US.

THIS CONTRACT MAY NOT PROVIDE ANY COVERAGE IF THE HOLDER MAKES UNAUTHORIZED REPAIRS.

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### HOW COVERED SERVICE(S) WILL BE PROVIDED

**Determination of whether the original Covered Product will be Replaced is determined at Our sole discretion, based on the particular problem experienced with the Product and expressly subject to the LIMIT OF LIABILITY and GENERAL EXCLUSIONS sections of this Contract.**

ONCE COVERAGE HAS BEEN CONFIRMED, We will provide for the pre-paid shipping of the affected Product to Our designated location, as well as the shipment of a Replacement (as determined by Us) back to the Holder's registered location on file.

Holder must ensure the following are included in the pre-paid shipping package when sent to Us:

1. The affected Covered Product;
2. Copy of Product's Proof of Purchase;
3. Brief written description of the problem being experienced with the Product.
4. A prominent notation of the service request number given to Holder when Claim was initiated.

In the event the Holder's Term expires during the time of an approved Claim, Coverage under this Contract will be extended until the date in which that approved Claim in progress has been fulfilled completely in accordance with the provisions of the Holder's Contract. Once such in-progress Claim has been completed, Coverage under this Service Contract will end (subject to the RENEWABILITY provision).

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### LIMIT OF LIABILITY

**AGGREGATE LIMIT OF LIABILITY:** For all Covered Claims, the cumulative maximum amount that We are obligated to pay is the amount equal to the Product Purchase Price shown on the Holder's Proof of Purchase ("**Aggregate Limit**"). The Repair and Replacement limits that accumulate towards this Aggregate Limit are calculated as follows:

#### AGGREGATE LIMIT FOR COVERED CLAIMS:

- ▶ **Repair:** The maximum benefit that We will provide for all Covered Services under the provisions of this Service Contract will not exceed the amount equal to the original Product Purchase Price.  
*NOTICE – ONCE THIS LIMIT IS REACHED, OUR OBLIGATIONS WILL BE CONSIDERED FULFILLED ENTIRELY AND COVERAGE UNDER THIS PLAN WILL END; REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT CONTRACT TERM.*  
*Or,*
- ▶ **Replacement:** Up to two (2) Replacements, provided at Our sole discretion, with Covered Claims.  
*NOTICE – ONCE THIS LIMIT IS REACHED, OUR OBLIGATIONS WILL BE CONSIDERED FULFILLED ENTIRELY AND COVERAGE UNDER THIS PLAN WILL END; REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT CONTRACT TERM.*

**In addition to the above, please be advised of the following: Northcoast Warranty Services, Inc. (including its affiliates specified in the GUARANTY and SPECIAL JURISDICTIONAL REQUIREMENTS sections of this Contract) shall not be liable for any incidental or consequential damages in association with the rendering of Covered services under the provisions of this Contract; including but not limited to:** (i) PROPERTY DAMAGE, LOST TIME, LOST DATA OR LOST INCOME RESULTING FROM A DEFINED BREAKDOWN, OR ADH OR POWER SURGE EVENT, ANY NON-DEFINED MECHANICAL/ELECTRICAL FAILURE, IT SUPPORT OR TRAINING SERVICES PROVIDED SEPARATELY BY ANY PARTY, OR ANY OTHER KIND OF DAMAGE OF OR IN ASSOCIATION WITH THE COVERED PRODUCT; INCLUDING, BUT NOT LIMITED TO ANY NON-COVERED EQUIPMENT USED IN ASSOCIATION WITH THE COVERED PRODUCT; (ii) DELAYS IN RENDERING COVERED SERVICES OR THE INABILITY TO RENDER SERVICE FOR ANY REASON; (iii) THE UNAVAILABILITY OF ANY PARTS/COMPONENTS; (iv) ANY COSTS INCURRED BY THE CUSTOMER ASSOCIATED WITH CUSTOMIZED INSTALLATIONS TO FIT THE COVERED PRODUCT SUCH AS THIRD PARTY STANDS, MOUNTS AND, CUSTOMIZED ALCOVES AND THE LIKE; OR (v) A REPLACEMENT THAT IS A DIFFERENT MODEL, SIZE, DIMENSION OR COLOR AS THE ORIGINAL COVERED PRODUCT. WE SHALL NOT ASSUME ANY LIABILITY OR DAMAGE TO PROPERTY OR INJURY OR DEATH TO ANY PARTY(IES) ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED PRODUCT OR A REPLACEMENT PROVIDED UNDER THE PROVISIONS OF THIS CONTRACT. WE SHALL NOT BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS (AS DEFINED IN THE GENERAL EXCLUSIONS SECTION) KNOWN TO THE HOLDER; INCLUDING ANY INHERENT PRODUCT FLAWS.

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### GENERAL EXCLUSIONS

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

- A) A "MICROSOFT SURFACE HUB" SERIES DEVICE;
- B) PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO THE HOLDER ("**PRE-EXISTING CONDITIONS**" REFERS TO A CONDITION THAT, WITHIN

ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY, RELATES TO THE MECHANICAL FITNESS OF THE HOLDER'S PRODUCT BEFORE THIS CONTRACT WAS PURCHASED);

- C) ACCIDENTAL DAMAGE FROM HANDLING (SUCH AS DAMAGE RESULTING FROM DROPPING THE COVERED PRODUCT, LIQUID SPILLAGE, OR DAMAGES ASSOCIATED WITH SCREEN BREAKAGE OR SCREEN CRACKS);
- D) 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);
- E) LOSS OF USE OF COMPONENTS THAT ARE NOT COVERED BY THE PRODUCT'S ORIGINAL MANUFACTURER'S WARRANTY;
- F) SCREEN/MONITOR IMPERFECTIONS; INCLUDING BUT NOT LIMITED TO BURNED-IN IMAGES IN SCREEN CAUSED BY PROLONGED DISPLAY OF ONE OR MORE VIDEO SIGNALS;
- G) ANY SERVICE WHATSOEVER DIRECTLY FOR OR RELATED TO DAMAGE ATTRIBUTABLE TO THE USE OF ANY ITEM/COMPONENT THAT IS NOT OTHERWISE INDICATED AS COVERED IN THE "COVERED ESSENTIALS" PROVISION APPLICABLE TO THE COVERED PRODUCT TYPE; INCLUDING, BUT NOT LIMITED TO: ALL ACCESSORY CORDS/CABLES, BATTERIES, ACCESSORIES/ATTACHMENTS, ADD-ONS, HEADPHONES, STANDS, MOUNTING KITS, COVERS, KEYBOARDS OR KEYPADS OR DIALS, COMPUTER MOUSE, CONNECTORS, FUSES, ENCASING BODY OR MOLDING, SWITCHES AND WIRING;
- H) NORMAL WEAR AND TEAR;
- I) IMPROPER PACKAGING AND/OR TRANSPORTATION BY THE HOLDER OR THE HOLDER'S REPRESENTATIVE RESULTING IN DAMAGE TO THE PRODUCT WHILE IT IS IN TRANSIT, INCLUDING IMPROPERLY SECURING THE PRODUCT DURING TRANSPORTATION;
- J) DAMAGE RESULTING FROM MODIFICATIONS, ADJUSTMENTS, ALTERATIONS, MANIPULATION OR REPAIRS MADE BY ANYONE OTHER THAN A SERVICE TECHNICIAN AUTHORIZED BY US;
- K) DAMAGE RESULTING FROM ELECTRICITY OR POWER FLUCTUATIONS, UNLESS RELATED TO POWER SURGE AS DEFINED;
- L) CONSEQUENTIAL DAMAGES AND COSTS ASSOCIATED WITH TEARING DOWN, RESTRUCTURING AND/OR REFINISHING OF WALLS OR OTHER

STRUCTURES (INCLUDING, BUT NOT LIMITED TO, ALCOVES) IN ORDER TO REACH, EVALUATE AND/OR PERFORM REPAIRS TO THE COVERED PRODUCT AND/OR TO INSTALL A REPLACEMENT;

- M) DAMAGE FROM FREEZING OR OVERHEATING;
- N) 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;
- O) VIRUSES, VANDALISM, LOSS, THEFT, OR MALICIOUS MISCHIEF OR DISAPPEARANCE;
- P) MERCHANDISE THAT HAS REMOVED OR ALTERED SERIAL NUMBERS;
- Q) DAMAGE RESULTING FROM RUST, CORROSION, WARPING, BENDING TO THE COVERED PRODUCT;
- R) ANIMALS (INCLUDING PETS), ANIMAL INHABITATION OR INSECT INFESTATION;
- S) NORMAL PERIODIC OR PREVENTIVE MAINTENANCE, USER EDUCATION (TRAINING) OR SET UP ADJUSTMENTS OR IT SUPPORT SERVICES;
- T) DAMAGE TO THE PRODUCT AS A RESULT OF FAILURE TO FOLLOW THE MANUFACTURER'S RECOMMENDED MAINTENANCE, OPERATION/STORAGE OF THE PRODUCT AND MANUFACTURER'S SPECIFICATIONS OR INSTRUCTIONS;
- U) ANY SERVICE OF THE PRODUCT THAT IS COVERED BY ANY WARRANTY, GUARANTEE, INSURANCE, OR OTHER SERVICE AGREEMENT;
- V) 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, GOVERNMENTAL ACT, OR INTERNET OR OTHER TELECOMMUNICATIONS MALFUNCTION;
- W) MERCHANDISE THAT IS SUBJECT TO A MANUFACTURER'S RECALL, OR MANUFACTURER'S WARRANTY ;REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS; OR
- X) ANY SERVICING THAT WOULD VIOLATE ANY U.S. ECONOMIC OR TRADE SANCTIONS;
- Y) ANY SERVICES PERFORMED IN CONFLICT WITH THE TERRITORY PROVISION OF THIS SERVICE CONTRACT.

THIS SERVICE CONTRACT DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM THE COVERED PRODUCT, AND WE ARE UNABLE TO TRANSFER ANY DATA TO ANY REPLACEMENT THAT MAY BE PROVIDED UNDER THE PROVISIONS OF THIS CONTRACT. IN NO EVENT WILL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM ANY ORIGINAL COVERED PRODUCT OR EQUIPMENT ASSOCIATED THEREWITH.

IF THE COVERED PRODUCT EXPERIENCES AN OCCURRENCE THAT IS DETERMINED TO BE 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 THE HOLDER IS RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE; INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

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## RENEWABILITY

After the Contract Term expires, We, at Our discretion, may offer the Holder the option to renew Coverage. If We offer renewal, the renewal price quoted will reflect the age of the Holder's Product and the prevailing Product Replacement cost at the time of the renewal.

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## TRANSFERABILITY

Coverage under this Contract cannot be transferred to any other party or item.

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## 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 the Holder cancels this Contract and We fail to refund any unearned portion of the Contract price, the Holder is 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.

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## CANCELLATION

*The Holder may cancel this Contract at any time by informing the Administrator at 1-800-642-7676 (or in writing) of the cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Contract only. NO CANCELLATION FEE APPLIES.*

### IF HOLDER CANCELS THIS CONTRACT:

1. Within 30 days of the Contract purchase date, the Holder will receive a 100% refund of the full Contract purchase price paid by the Holder, minus any Claims paid by Us (except in Missouri & Nevada where Claims deduction is prohibited). If the Holder's refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to the Holder's due refund for every thirty (30) days the refund is not paid by Us.
2. After 30 days from the Contract purchase date, the Holder will receive a pro-rata refund of the Contract purchase price paid by the Holder, minus any Claims paid by Us (except in Missouri & Nevada where Claims deduction is prohibited).

### WE MAY ONLY CANCEL THIS CONTRACT FOR:

1. Non-payment of the Contract purchase price/fee by the Holder;
2. Material misrepresentation by the Holder; or
3. Substantial breach of duties under this Contract by the Holder in relation to the Covered Product or its use.

If We cancel this Contract, We will provide written notice to the Holder at least 15 days (30 days in Georgia) (21 days in Washington) prior to the effective date of cancellation. Such notice will be sent to the Holder's 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, the Holder will receive a refund based upon the same criteria as outlined above. NOTICE: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of the Holder.

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## COMPLAINTS PROCEDURE

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

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

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## PRIVACY AND DATA PROTECTION

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

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

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## 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 the Holder 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.** the Holder expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address the Holder 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 the Holder is considered delivered when sent to the Holder by email or fax number that the Holder provided to Us, or three (3) days after mailing to the street address the Holder provided.

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## ENTIRE AGREEMENT

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



## SPECIAL JURISDICTIONAL REQUIREMENTS

**Regulation of commercial service contracts varies based on state of purchase and Retailer location. Any provision within this Contract that conflicts with the laws of the state in which this Contract was purchased (or where applicable, the state in which the Holder is located), shall automatically be considered modified in conformity with such enforceable laws and regulations, and the language set forth below for such state shall supersede any other provision within this Contract to the contrary.**

**Connecticut:** 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 the Contract Holder. In the event of a dispute with Administrator, the Contract Holder 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. GUARANTY is amended as follows: If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event the Contract Holder cancels this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, file a claim against the insurer, Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038, by calling 1-866-505-4048. CANCELLATION is amended as follows: This Service Contract may be cancelled by the Contract Holder if the Device covered under this Service Contract is returned, sold, lost, stolen or destroyed.

**Georgia:** CANCELLATION is amended as follows: The Provider may only cancel this Service Contract for fraud by the Contract Holder, material misrepresentation by the Contract Holder, or nonpayment by the Contract Holder. The lienholder may only cancel this Contract for non-payment if they hold a power of attorney. GENERAL EXCLUSIONS – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. PRE-EXISTING CONDITIONS – The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by the Contract Holder or known by the Contract Holder prior to purchasing this Service Contract.

**Illinois:** Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to defects in materials or workmanship after the effective date of this Service Contract This Service Contract does not cover failures resulting from normal wear and tear.

**Indiana:** This Contract is not insurance and is not subject to Indiana insurance law. The Contract Holder's 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 the Contract Holder. If We fail to perform or make payment due under this Contract within sixty (60) days after the Contract Holder requests the performance or payment, the Contract Holder 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 Contract that the provider refund any part of the cost of the Contract upon cancellation of the Contract. PRE-EXISTING CONDITIONS – The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by the Contract Holder or known by the Contract Holder prior to purchasing this Service Contract.

**Oregon:** 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 the Contract Holder. NOTICE: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. As used in the "PRIVACY AND DATA PROTECTION" section of this Contract, the word "data" refers to non-proprietary information.

**Utah:** The Provider/Obligor is Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, (866) 927-3097. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. GUARANTY is amended as follows: Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the Contract Holder is entitled to make a claim directly against the Insurance Company. CANCELLATION – Is amended as follows: We may only cancel this Service Contract for material misrepresentation by the Contract Holder, nonpayment by the Contract Holder or a substantial breach of contractual duties by the Contract Holder relating to the covered property or its use. If We cancel this Service Contract for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Service Contract for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation.

### **WASHINGTON ONLY – This Contract is amended as follows:**

Added Disclosure Statement: The State of Washington is the jurisdiction for any civil action in connection with this Contract.

WHAT IS NOT COVERED – What is excluded from coverage is limited to that which is expressly stated under the "GENERAL EXCLUSIONS" section of this Service Contract. GUARANTY is amended to include: You are entitled to apply directly for any refund, payment or performance due with Wesco Insurance Company at any time, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048.

HOW TO FILE A CLAIM – Call Us toll-free at 1-877-696-7786 to obtain a repair authorization number prior to having any repairs made to the Product. Contact is available 24/7. Failure to call in and report the claim will result in non-payment.