

“[MICROSOFT COMPLETE FOR BUSINESS]”

CANADA
Commercial Extended Warranty Contract
Terms & Conditions

NOTICE: THIS EXTENDED WARRANTY CONTRACT IS ONLY VALID FOR RESIDENT PURCHASERS OF THE FOLLOWING PROVINCES/TERRITORIES: NEWFOUNDLAND & LABRADOR, NORTHWEST TERRITORIES, NUNAVUT, ONTARIO, PRINCE EDWARD ISLAND, QUEBEC, AND SASKATCHEWAN; REGARDLESS OF WHERE THIS CONTRACT WAS PURCHASED.

BE SURE TO REGISTER THIS CONTRACT ONLINE!

In order to maximize the Holder's benefits, please go to www.microsoft.com/surface/business/extended-service-warranty and register this Contract within 10 days of purchase. Failure to do so may result in significant service delays at time of Claim.

CONGRATULATIONS! Thank you for purchasing “[Microsoft Complete for Business]” Canada. Please keep this important terms and conditions document (“**Extended Warranty Contract**”, “**Contract**”), 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-[877-696-7786].

DEFINITIONS

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

- **“We”, “Us”, “Our”, “Provider”, “Obligor”, “Administrator”**: the party obligated to provide service under this Contract as the extended warranty contract provider/obligor, as well as handle the administration under this Contract as the extended warranty contract Administrator, who is AMT Warranty Corp. of Canada, ULC, 421 7th Avenue S.W., Suite 1700, Calgary, Alberta T2P 4K9.
- **“Retailer”**: the seller that has been authorized by Us to sell this Contract to the Holder.
- **“Contract Holder”, “Holder”**: the purchaser/owner of the Product(s) covered by this Contract.
- **“Product(s)”**: the item(s) that the Holder originally purchased, or at Our discretion, a Replacement item provided by Us, that is to be covered under this Contract.
- **“Original Purchase Price”**: the amount paid by the Holder for the covered Product(s); excluding any applicable taxes and/or fees, as indicated on the Holder's Proof of Purchase.
- **“Proof of Purchase”**: the original purchase receipt provided at the point of sale that confirms the date in which the Extended Warranty Contract and Product were purchased, as well as the Term period and specific Coverage Plan Option.
- **“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 the Holder.
- **“Breakdown”**: the mechanical and/or electrical failure of the Holder's Product to perform its intended function, including defects in materials or workmanship; occurring during normal use of the 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.
- **“Deductible”**: the amount the Holder is required to pay, per Claim, for services covered under this Contract (if any).
- **“ADH”, “ADP”**: accidental damage from handling; such as damage resulting from dropping the covered Product, liquid spillage, or in association with screen breakage. *Separate purchase for ADH/ADP Coverage is required.*
- **“Repair”**: the actions We take to mend, remedy, or restore the Holder's 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.
- **“Replace” or “Replacement(s)”**: delivery to the Holder of a replacement item in the event We determine the Holder's previous Product is not suitable for Repair. We reserve the right to Replace the Holder's defective Product with a new, rebuilt or refurbished item of equal or similar features and functionality.

EXTENDED WARRANTY CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

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

PRODUCT ELIGIBILITY

To be eligible for Coverage under this Contract, the item must: (i) be an eligible Microsoft Surface or Studio series device purchased from an authorized Retailer; and (ii) NOT be a Microsoft Surface Hub series device; and (iii) NOT be covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined herein.

WHAT IS COVERED – GENERAL

During the EXTENDED WARRANTY 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 the Holder's Product pursuant to the provisions of this Contract. If We decide to provide a Replacement 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. *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.*

THE COVERAGE

(As indicated on the Proof of Purchase and applicable to the Holder)

SURFACE PLAN (Breakdown and ADH) – If a Surface Plan including ADH (“Plan”) has been purchased (as indicated on the Holder's Proof of Purchase), Coverage includes that which is described in the “WHAT IS COVERED – GENERAL” section above plus ADH Coverage.

DEDUCTIBLE – SURFACE PLAN (Breakdown and ADH): Under this Plan, no Deductible payment is required.

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 the Holder 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, the Holder 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.

ADDITIONAL BENEFIT INCLUDED IN THIS CONTRACT – NO LEMON GUARANTEE

This Contract also provides a “NO LEMON GUARANTEE” for Surface “Studio” only. During the Term, if the Holder's Product has three (3) Repairs covered under this Contract for the same problem and a fourth (4th) Repair is required for the same problem and considered covered under this Contract (“**Qualifying Service Repairs**”), We will Replace the Holder's Product with one of like kind and quality, but not necessarily same brand, or, at Our sole discretion, provide the Holder 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 the Holder's 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.

COMPLETE FOR BUSINESS “PLUS”: NEXT BUSINESS DAY SHIPPING SERVICE

When the Complete for Business “Plus” plan is selected and purchased by the Holder, this 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 local public holidays.

PLACE OF SERVICE

For all covered Claims, this Contract provides pre-paid shipping of the affected Product to the servicing location designated by the Administrator, as well as shipping of the Repaired Product (or Replacement, if applicable) back to the Holder's registered location on file.

LIMIT OF LIABILITY

FOR ALL SURFACE SERIES COVERED PRODUCTS EXCEPT STUDIO:

- **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.

FOR ALL SURFACE “STUDIO” SERIES COVERED PRODUCTS:

- **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.

- **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.

Additionally: neither We nor the Retailer shall 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: (1) PROPERTY DAMAGE, LOST TIME, LOST DATA OR LOST INCOME

RESULTING FROM ANY DEFINED COVERED SERVICES OR CLAIM, 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.

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 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*);
- (b) 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;
- (c) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorized by Us;
- (d) Damage from freezing or overheating;
- (e) Normal wear and tear;
- (f) 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;
- (g) Viruses, vandalism, loss, theft, or malicious mischief or disappearance;
- (h) Rust, corrosion, warping, bending;
- (i) Animals (including pets), animal inhabitation or insect infestation;
- (j) 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;
- (k) Accidental Damage from Handling (ADH / ADP); unless ADH / ADP is indicated on the Holder’s Proof of Purchase;
- (l) Lack of performing the manufacturer’s recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer’s specifications or instructions;
- (m) Improper use of electricity and power fluctuations;
- (n) 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;
- (o) Merchandise that has removed or altered serial numbers;
- (p) Any 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 an authorized servicer or otherwise awaiting parts as authorized by Us;
- (q) 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*);
- (r) Normal periodic or preventive maintenance, user education or set up adjustments;
- (s) Any service of the Product that is covered by a warranty, other extended warranty contract, or insurance;
- (t) Screen/monitor imperfections; including but not limited to: 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/ ADP is indicated on the Holder’s Proof of Purchase);
- (u) 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 Canadian economic or trade sanctions;
- (v) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; or
- (w) Any service performed outside of Canada or the United States of America.

THE HOLDER IS 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 THE HOLDER’S COVERED PRODUCT, AND WE ARE UNABLE TO TRANSFER SUCH TO ANY REPLACEMENT DEVICE THAT MAY BE PROVIDED TO THE HOLDER. IN NO EVENT WILL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM ANY PRODUCT.

IF THE HOLDER’S 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 THE HOLDER IS 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 THE HOLDER'S PRODUCT IS COVERED UNDER THE HOLDER'S EXTENDED WARRANTY CONTRACT. In order for a Claim to be considered, the Holder will need to first contact Us for initial diagnosis of the problem with the Holder's Product. THIS CONTRACT MAY NOT PROVIDE ANY COVERAGE IF THE HOLDER MAKE UNAUTHORIZED REPAIRS.

For best service, have the Holder's Proof of Purchase readily available and call Us toll-free at 1-877-696-7786. Our authorized representatives will promptly obtain details regarding the issue the Holder is 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, the Holder will be given a *Claim service request number* and further instructions on how service will be provided under this Contract.

The affected Product should never be returned to the Retailer or shipped anywhere unless We have provided instructions to do so. If We request the defective Product to be returned, this Contract provides pre-paid shipping for both to and from Our authorized servicer, and the following items must be included in the pre-paid shipment package:

- (1) The defective Product;
- (2) A copy of the Holder's Proof of Purchase;
- (3) A brief written description of the problem the Holder is experiencing with the Product; and
- (4) A prominent notation of the Holder's *Claim service request number* that was provided by the Administrator.

Coverage is only provided for eligible services that are conducted by a servicer, Retailer, or depot center which has been authorized by Us. If the Holder's 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 the Holder's Contract.

RENEWABILITY

After the Contract Term expires, We 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.

TRANSFERABILITY

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

GUARANTY

This is not an insurance policy; it is an extended warranty contract. The financial risk associated with this Contract is secured by insurance effected with certain Lloyd's Underwriters ("the insurer") through Lloyd's Approved Coverholder ("the Coverholder"): AMT Warranty Corp. of Canada, ULC, 421 7th Avenue S.W., Suite 1700, Calgary, Alberta T2P 4K9.

CANCELLATION

The Holder may cancel this Contract at any time by informing the Administrator at 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 the Holder's cancellation request is within 30 days of the Contract purchase date, the Holder will receive a 100% refund of the Contract purchase price paid by the Holder, minus any Claims paid by Us. If the Holder's refund is not paid or credited within 30 days after the Holder's cancellation request to Us, We will add an extra 10% to the Holder's due refund for every 30 days the refund is not paid by Us.
- If the Holder's cancellation request is made after 30 days of 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 and an administrative fee not to exceed 10% of the Contract purchase price or ten dollars (\$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 the Holder; (B) material misrepresentation by the Holder; or (C) 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 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 pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies.*

LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

Lloyd's strives to enhance Your customer experience with Us through superior service and innovative insurance products. We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure Your concerns as Our valued customer are addressed expeditiously by Our representatives. This protocol will assist You in understanding the steps We will undertake to help resolve any dispute which may arise with Our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint.

IF YOU ARE NOT SATISFIED WITH OUR PRODUCTS OR SERVICES, YOU CAN TAKE THE FOLLOWING STEPS TO ADDRESS THE ISSUE:

- **First, please contact Your Retailer to discuss Your concerns so that they may have the opportunity to help resolve the situation.**
- **If Your Retailer is unable to help resolve Your concerns, We ask that You provide Us in writing an outline of Your complaint along with Your Retailer's location and Your Policy number to the following:**

*Lloyd's Underwriters
Attention: Complaints Officer
1155 rue Metcalfe, Ste. 2220
Montréal (Québec) H3B 2V6*

Tel: 1-877-455-6937 / Fax: (514) 861-0470 / Email: info@lloyds.ca

Your complaint will be directed to the appropriate business contact for handling. They will write to You within two business days to acknowledge receipt of Your complaint and to let You know when You can expect a full response. If need be, We will also engage internal staff in Lloyd's Policyholder and Market

Assistance Department in London, England, who will respond directly to You, and in the last stages, they will issue a final letter of position on Your complaint. In the event that Your concerns are still not addressed to Your satisfaction, You have the right to continue Your pursuit to have Your complaint reviewed by the General Insurance OmbudService (GIO), who assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at 1-877-225-0446 or www.giocanada.org.

PRIVACY AND DATA PROTECTION

We will treat all personal information that the Holder provide to Us in accordance with Our Customer Privacy Policy. The Holder acknowledge that we may collect information from the Holder about the Holder's purchase such as the Holder's name, address, telephone number and covered Product details, such as date of purchase, SKU number, serial number and purchase price and that this information may be used and disclosed by Us for Product verification during a service or claim request and for service fulfillment purposes. 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 providers in accordance with Our Customer Privacy Policy. Except for the purposes of providing services in this Contract, We will not otherwise 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, wherever the Holder's information is located may be accessed by law enforcement agencies and other lawful 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 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.

ENTIRE AGREEMENT

This Extended Warranty Contract; including the Proof of Purchase, 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 extended warranty contracts may vary widely depending on the province or 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 the Holder's Contract was purchased in one of the following provinces and supersede any other provision within the Holder's Contract terms and conditions to the contrary.

- A) **NOTICE – THIS CONTRACT IS PROHIBITED FROM SALE IN THE FOLLOWING PROVINCES/TERRITORIES: Alberta, British Columbia, Manitoba, New Brunswick, Nova Scotia, and Yukon.**
- B) **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 X1A 3S9) ORALLY OR IN WRITING.**
- C) **ONTARIO ONLY – YOU MAY CANCEL THIS CONTRACT BY CONTACTING THE SELLING RETAILER OR THE ADMINISTRATOR ORALLY OR IN WRITING.**
- D) **QUEBEC ONLY –** The following disclosures are added to the "...COMPLAINTS PROTOCOL" section: *Autorité des marchés financiers (AMF): The regulation of insurance companies in Quebec is administered by the AMF. If You remain dissatisfied with the manner in which Your complaint has been handled, or with the results of the complaint protocol, You may send Your complaint to the AMF who will study Your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at:*

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

www.lautorite.qc.ca

If You have a complaint specifically about Lloyd's Underwriters' complaints handling procedures You may contact the FCAC. Financial Consumer Agency of Canada (FCAC) provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

www.fcac-acfc.gc.ca

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.