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## “MICROSOFT COMPLETE FOR DUAL SCREEN DEVICES”

### Service Contract Terms & Conditions

**Thank You** for purchasing “Microsoft Complete for Dual Screen Devices”! Please keep this important terms and conditions Contract document 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 call Us toll-free at 1-877-696-7786 or visit <https://support.microsoft.com/en-us/devices> for online web support.**

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.

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### DEFINITIONS

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

1. **“ADH”, “ADP”**: refers to accidental damage from handling; meaning, damage directly resulting from unintentionally dropping the Covered Product (such as a cracked screen) or spilling liquid onto it.
2. **“Breakdown”**: the mechanical and/or electrical failure of the 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/tear, and that occurs during normal use of the Product.
3. **“Claim”**: a request for Repair or Replacement in accordance with this Contract sent by You.
4. **“Contract Holder”, “Holder”**: the original purchaser/owner of the Product that is to be Covered under the provisions of this Service Contract.
5. **“Covered Product(s)”, “Product(s)”**: the eligible Microsoft Service Duo Purchased by You that is/are to be Covered under this Service Contract.
6. **“Deductible”**: the amount You are required to pay, per Claim, for services Covered under this Contract (if any).
7. **“Microsoft”**: the original equipment manufacturer of the Covered Product.
8. **“Plan”**: the specific “COVERAGE PLAN OPTION” under this Service Contract that You have selected and purchased, as confirmed on Your Proof of Purchase.
9. **“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), EXCLUDING damages resulting from the improper installation or improper connection of the Product to a power source.
10. **“Product Purchase Price”**: the amount paid by You for the Covered Product(s); excluding any applicable taxes and/or fees.
11. **“Proof of Purchase”**: the original purchase receipt provided at the point of sale that confirms the date in which this Contract and Covered Product were purchased, as well as the Term period.
12. **“Repair(s)”**: the actions We take to mend, remedy, or restore Your Covered Product to a sound functioning state following a Covered Breakdown or Covered ADH or Power Surge Claim.
13. **“Replace” or “Replacement(s)”**: an item supplied to You through Our arrangement in the event We determine the Covered Product is not suitable for Repair. (NOTE: We reserve the right to Replace the 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 previous Covered Product.)
14. **“Retailer”**: the seller that has been authorized by Microsoft and Us to sell this Contract to You.
15. **“Service Contract”, “Contract”**: this document detailing all Coverage provisions, conditions, exclusions and limitations for the Microsoft Complete for Dual Screen Devices program that has been provided to You upon purchase completion from Our Retailer.
16. **“Term”**: the period of time shown on Your Proof of Purchase which represents the duration in which the provisions of this Contract are valid.
17. **“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 Your jurisdiction).
18. **“You”, “Your”**: the original purchaser/owner of the Product(s) that is/are to be Covered under the provisions of this Service Contract. In the event of an eligible transfer, this definition refers to the person to whom this Contract has been properly transferred.

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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 Your Product resulting from Power Surge or ADH/ADP events** begins upon Product purchase date and continues for the Term shown on Your Proof of Purchase.
2. **Coverage for a defined Breakdown** begins upon expiration of the manufacturer's original warranty and continues for the remainder of Your Term shown on Your Proof of Purchase.

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## PRODUCT ELIGIBILITY

In order to be eligible for Coverage (defined below) under this Contract, the merchandise must: (i) be an eligible Microsoft Surface Duo; and (ii) NOT be Covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined herein.

ALL REPAIRS FOR OR REPLACEMENT OF THE COVERED PRODUCT SHALL BE BASED ON THE PROVISIONS OUTLINED IN THIS CONTRACT.  
PLEASE READ THIS ENTIRE CONTRACT DOCUMENT CAREFULLY.

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## WHAT IS COVERED – GENERAL

During the Contract Term described above, in the event of a covered Claim for a Breakdown, or ADH/ADP or Power Surge event, this Service Contract provides for: (i) the labor and/or parts necessary to Repair the Covered Product; OR (ii) at Our sole discretion, a Replacement for the Covered Product in lieu of such Repair; OR (iii) a straight Replacement for the Covered Product if detailed under Your Plan description ("**Coverage**", "**Covered**", "**Cover**"). Please refer to the "COVERAGE PLAN OPTIONS" section that is applicable to Your Plan for full details.

**This Contract also provides a "NO LEMON GUARANTEE".** During the Term, if Your Product has three (3) Repairs Covered under this Contract for the same problem and a fourth (4<sup>th</sup>) Repair is required for the same problem and considered Covered under this 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.

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## IMPORTANT NOTICES REGARDING COVERAGE UNDER THIS CONTRACT

- A. If We provide a Replacement to You:
  - ▶ 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 previous Covered Product.
  - ▶ Technological advances may result in a Replacement that has a lower retail or market price than the previous Covered Product, and in such situation, this Contract shall not provide You 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.
  - ▶ In all cases accessories, attachments and/or peripherals will NOT be included or provided in association with a Replacement.
- 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 YOUR PLAN. 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.

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## DEDUCTIBLE

You are required to pay a Deductible of \$99 per Covered Claim at the time service is authorized by Us.

## COVERAGE PLAN OPTIONS

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

### DUAL SCREEN PLAN: (for all eligible Microsoft Surface series "DUO" Products)

**BREAKDOWN PLUS ADH COVERAGE** – When purchased, this Plan provides the Coverage that is described in the "WHAT IS COVERED – GENERAL" section above, including ADH Coverage and subject to the following provisions:

COVERED ESSENTIALS: Surface Duo 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, TYPECOVERS, STANDALONE KEYBOARD, MOUSE AND ANY OTHER ACCESSORIES OR 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).**

DEDUCTIBLE: A Deductible of \$99 per Covered Claim must be paid at the time services are authorized by the Administrator.

ADVANCED EXCHANGE REPLACEMENTS UNDER THIS "SURFACE PLAN": 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 Claimed defective Product. IN EXCHANGE, THE CLAIMED DEFECTIVE PRODUCT MUST BE RETURNED TO US WITHIN TEN (10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT. If the Claimed 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.

COVERAGE OF REPLACEMENT PRODUCT: A Replacement provided under this Plan 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 Your current Contract Term (assuming there is remaining time under Your current Term and that the LIMIT OF LIABILITY has not been reached). A Replacement will not *extend* Your current Contract Term.

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 Your Proof of Purchase ("**Aggregate Limit**"). The Repair and Replacement limits that accumulate towards this "SURFACE PLAN" Aggregate Limit is broken down as follows:

- ▶ **REPAIR LIMIT:** Up to three (3) Repairs to the original Covered Product with Covered Claim; which cumulatively, shall not exceed the Product Purchase Price. ONCE THIS LIMIT IS REACHED, COVERAGE UNDER THE 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. ONCE THIS LIMIT IS REACHED, COVERAGE UNDER THIS PLAN WILL END; REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT CONTRACT TERM.

## 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, You must contact Us first.**

For best service, have Your Proof of Purchase readily available and call Us toll-free at 1-877-696-7786 or visit <https://support.microsoft.com/en-us/devices> for online web support.

Our authorized representatives will promptly obtain details regarding the issue You are 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 CLAIMED 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 THAT HAS BEEN AUTHORIZED BY US OR MICROSOFT.

THIS CONTRACT MAY NOT PROVIDE ANY COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS.

## HOW COVERED SERVICE(S) WILL BE PROVIDED

**Determination of whether the Covered Product will be Repaired or 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, Our authorized Microsoft IT Support agents may first attempt to resolve the problem over the telephone and/or remotely. In the event telephone/remote Repair is unsuccessful, the following will occur as applicable to Your purchased Plan and Covered Product type:

**Carry-In Service:** We may instruct You to bring Your original Product to a local servicing center that has been authorized by Us.

Depot Service: We may determine that depot servicing (versus local carry-in service) is best; in which case You will be provided with a pre-paid shipping label/package to send Your original Product in for depot servicing. When depot service is directed by Us, costs associated with shipping Your Repaired original Product (or Replacement, if applicable) back to You is Covered. *Once the Covered Product is Repaired, or if We determine a Replacement is necessary, We will also provide for the secure shipment of such applicable Repaired or Replacement Product.*

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

1. *The Claimed defective 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 You when Claim was initiated.*

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## WHAT IS NOT COVERED – EXCLUSIONS

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

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| <p><b>A) PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO YOU (“PRE-EXISTING CONDITIONS” REFERS TO DAMAGES OR DEFECTS ASSOCIATED WITH THE COVERED PRODUCT THAT EXISTED BEFORE THIS CONTRACT WAS PURCHASED);</b></p> <p><b>B) MODIFICATIONS, ADJUSTMENTS, ALTERATIONS, MANIPULATION OR REPAIRS MADE BY ANYONE OTHER THAN AN SERVICE TECHNICIAN AUTHORIZED BY US OR MICROSOFT;</b></p> <p><b>C) MERCHANDISE THAT IS INTENDED FOR COMMERCIAL USE (“COMMERCIAL USE” REFERS TO RENTAL, BUSINESS, EDUCATIONAL, INSTITUTIONAL OR ANY OTHER NON-RESIDENTIAL USE);</b></p> <p><b>D) DAMAGE FROM FREEZING OR OVERHEATING;</b></p> <p><b>E) SUBMERSION OF THE PRODUCT IN LIQUID (SUCH AS DROPPING THE PRODUCT INTO A POOL, LAKE OR ANY OTHER BODY OF WATER);</b></p> <p><b>F) NORMAL WEAR AND TEAR;</b></p> <p><b>G) 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;</b></p> <p><b>H) THE WILLFUL/INTENTIONAL, ABUSIVE, MALICIOUS, RECKLESS OR OFFENSIVE TREATMENT OF THE PRODUCT THAT RESULTS IN ITS DAMAGE AND/OR FAILURE;</b></p> <p><b>I) VIRUSES, VANDALISM, LOSS (UNFORESEEN DISAPPEARANCE), THEFT, OR MALICIOUS MISCHIEF;</b></p> <p><b>J) RUST, CORROSION, WARPING, BENDING;</b></p> <p><b>K) ANIMALS (INCLUDING PETS), ANIMAL INHABITATION OR INSECT INFESTATION;</b></p> <p><b>L) 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;</b></p> <p><b>M) LACK OF PERFORMING THE MANUFACTURER’S RECOMMENDED MAINTENANCE, OPERATION/STORAGE OF THE PRODUCT IN CONDITIONS OUTSIDE OF THE MANUFACTURER’S SPECIFICATIONS OR INSTRUCTIONS;</b></p> <p><b>N) IMPROPER USE OF ELECTRICITY AND POWER FLUCTUATIONS;</b></p> <p><b>O) MERCHANDISE THAT IS SUBJECT TO A MANUFACTURER’S RECALL, WARRANTY OR REWORK TO REPAIR DESIGN OR COMPONENT</b></p> | <p><b>DEFICIENCIES, IMPROPER CONSTRUCTION, MANUFACTURER ERROR; REGARDLESS OF THE MANUFACTURER’S ABILITY TO PAY FOR SUCH REPAIRS;</b></p> <p><b>P) MERCHANDISE THAT HAS REMOVED OR ALTERED SERIAL NUMBERS;</b></p> <p><b>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;</b></p> <p><b>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);</b></p> <p><b>S) NORMAL PERIODIC OR PREVENTIVE MAINTENANCE, USER EDUCATION OR SET UP ADJUSTMENTS;</b></p> <p><b>T) ANY SERVICE OF THE PRODUCT THAT IS COVERED BY ANY WARRANTY, GUARANTEE, INSURANCE, OR OTHER SERVICE AGREEMENT;</b></p> <p><b>U) ANY SERVICE WHATSOEVER DIRECTLY FOR OR RELATED TO THE USE OF ANY ITEM/COMPONENT THAT IS NOT OTHERWISE INDICATED AS COVERED IN THE “COVERED ESSENTIALS” SECTION UNDER YOUR PLAN; 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;</b></p> <p><b>V) ANY MOTORIZED OR POWER-OPERATED GROUND AND AERIAL VEHICLES, INCLUDING, BUT NOT LIMITED TO DRONES AND RADIO CONTROLLED DEVICES;</b></p> <p><b>W) LOSS OF USE OF COMPONENTS THAT ARE NOT COVERED BY THE PRODUCT’S ORIGINAL MANUFACTURER’S WARRANTY;</b></p> <p><b>X) REPLACEMENT OF ANY MISPLACED (LOST) PRODUCTS OR ANY ASSOCIATED COMPONENTS THEREOF;</b></p> <p><b>Y) ANY SERVICE THAT WOULD BE IN VIOLATION OF ANY U.S. ECONOMIC OR TRADE SANCTIONS;</b></p> <p><b>Z) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY, OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT; OR</b></p> |
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## **AA) ANY SERVICE 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 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 YOU WILL BE RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE; INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

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## **LIMIT OF LIABILITY**

**NOTICE: In addition to that which is outlined under the "COVERAGE PLAN OPTIONS – AGGREGATE LIMIT OF LIABILITY" that is applicable to Your Plan, please be advised that 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, TRAINING SERVICES PROVIDED SEPARATELY BY MICROSOFT OR ITS AFFILIATES, 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 PREVIOUS 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 YOU; INCLUDING ANY INHERENT PRODUCT FLAWS.

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## **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.

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## **TRANSFERABILITY**

Coverage under this Contract may be transferred by You to another individual by contacting the Administrator.

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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 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.

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## **CANCELLATION**

*You may cancel this Contract at any time by informing the Administrator orally or in writing of Your cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Contract only. NO CANCELLATION FEE APPLIES.*

### **IF YOU CANCEL THIS CONTRACT:**

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

### **WE MAY ONLY CANCEL THIS CONTRACT FOR:**

1. Non-payment of the Contract purchase price/fee by You;
2. Material misrepresentation by You; or
3. 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 (30 days in Georgia) (21 days in Washington) prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a refund based upon the same criteria as outlined above.

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## **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.

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## 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.

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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 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.

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## 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.

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## SPECIAL JURISDICTIONAL REQUIREMENTS

**Regulation of 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 You are 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.**

**Alabama:** CANCELLATION is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. HOW TO FILE A CLAIM – If You need to file a Claim under this Service Contract, You must contact the Administrator prior to having any repairs made to Your Product. Contact is available 24/7. Failure to call in and report the Claim may result in non-payment.

**Arizona:** EXCLUSIONS (WHAT IS NOT COVERED) - We shall not provide coverage only for those specifically listed items in the "EXCLUSIONS (WHAT IS NOT COVERED)" section which occurred while owned by You. "Pre-existing conditions" is amended to include: may not be excluded if such conditions were known or should reasonably have been known by Us or the Retailer.

**Arkansas:** HOW TO FILE A CLAIM – If You need to file a Claim under this Service Contract, You must contact the Administrator prior to having any repairs made to Your Product. Contact is available 24/7. Failure to call in and report the Claim may result in non-payment.

**California:** Northcoast Warranty Services, Inc. (License No. SA-19178) is the Obligor and Administrator for this Service Contract. CANCELLATION is amended as follows: 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 no claims have been paid, You will be refunded the full Service Contract price. If You have made claims against the Service

Contract or cancellation notice is received by the Administrator 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.

**Connecticut:** This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21st Fl., Cleveland, OH 44114, 866-927-3097 and You. 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. CANCELLATION is amended as follows: This Service Contract may be cancelled by the Service Contract Holder if the Product covered under this Service Contract is returned, sold, lost, stolen or destroyed. CLAIMS – In the event the Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Contract.

**Florida:** This Service Contract is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation. CANCELLATION is amended to include: In the event the Service Contract is canceled, 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.

**Georgia:** CANCELLATION is amended as follows: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. WHAT IS NOT COVERED – 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 You or known by You prior to purchasing this Service Contract.

**Illinois:** Covered Products 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 Breakdowns caused by normal wear and tear.

**Indiana:** This 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 this 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 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 You or known by You prior to purchasing this Service Contract.

**Maryland:** CLAIMS – In the event the Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Contract.

**Michigan:** If performance of the Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

**Nevada:** If You are not satisfied with the manner in which We are handling your claim, You may contact the Nevada Insurance Commissioner toll-free at (888)-872-3234. TRANSFERABILITY is amended to include: No transfer fee shall apply. CANCELLATION is amended to include: We may only cancel this Service Contract for nonpayment by You, fraud or material misrepresentation by You, or a substantial breach of duties by You relating to the Covered Product or its use if it occurred after the effective date of the Service Contract and it substantially and materially increase the service required under the Service Contract. WHAT IS NOT COVERED – This Contract provides coverage that is excess over any other applicable coverage. Only unauthorized Product repairs, modifications or alterations performed after the effective date of the Service Contract, or damages arising from such actions are excluded.

**New Hampshire:** 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.

**New Mexico:** CANCELLATION is amended to include: We may only cancel this Service Contract for the following acts by the Contract Holder: Non-payment; discovery of fraud or material misrepresentation by the Contract holder in obtaining the Service Contract or in presenting a Claim; or discovery of either of the following if it occurred after the effective date of the Service Contract and substantially and materially increased the service required under the Service Contract: an act or omission; or a violation of any condition of the Service Contract.

**North Carolina:** CANCELLATION is amended as follows: We may only cancel this Service Contract for non-payment of the purchase price of the Service Contract or a direct violation of the Service Contract by You.

**Oklahoma:** The Service Warranty Association is Northcoast Warranty Services, Inc., Oklahoma Identification #44200963. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION is amended to

include: If this Service Contract is cancelled after thirty (30) days, 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 Contract.

**Oregon:** This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21st Fl., Cleveland, OH 44114, 866-927-3097 and You HOW TO FILE A CLAIM – If You need to file a Claim under this Service Contract, You must contact the Administrator prior to having any repairs made to Your Product. Contact is available 24/7. Failure to call in and report the Claim may result in non-payment.

**South Carolina:** 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.

**Texas:** The Obligor 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. CANCELLATION section is amended as follows: You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract. If this Service Contract is cancelled within the first thirty (30) days, We will refund the entire Service Contract charge, less Claims paid. If this Service Contract is cancelled after the first thirty (30) days, You will receive a pro-rata refund of the Service Contract price less Claims paid. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of Your cancellation request to the Provider. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Contract is canceled.

**Utah:** The Provider/Obligor and Administrator 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. CANCELLATION – Is amended as follows: We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of contractual duties by You relating to the Covered Product 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. HOW TO FILE A CLAIM – If You need to file a Claim under this Service Contract, You must contact the Administrator prior to having any repairs made to Your Product. Contact is available 24/7. Failure to call in and report the Claim will result in non-payment.

**Virginia:** If any promise made in the Contract has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

**Washington:** This Service Contract is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818 and the Contract Holder. 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 “WHAT IS NOT COVERED” section of this Service Contract. GUARANTY 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. HOW TO FILE A CLAIM – If You need to file a Claim under this Service Contract, You must contact the Administrator prior to having any repairs made to Your Product. Contact is available 24/7. Failure to call in and report the Claim will result in non-payment.

**Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

GUARANTY is deleted and replaced as follows: 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.