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**“MICROSOFT COMPLETE FOR BUSINESS WITH DEVICE RETENTION”**

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**Commercial Service Contract  
Terms & Conditions**

**Thank you** for purchasing “Microsoft Complete for Business with Device Retention”!

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 or visit [www.microsoft.com/surface/business/extended-service-warranty](http://www.microsoft.com/surface/business/extended-service-warranty) for online web support.

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**DEFINITIONS**

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

- **“Service Contract”, “Contract”**: this document detailing all Coverage provisions, conditions, exclusions and limitations for the Microsoft Complete for Business with Device Retention program that has been provided to Holder upon purchase completion from Our Retailer.
- **“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).*
- **“Microsoft”**: the original equipment manufacturer of the Covered Product.
- **“Retailer”**: the seller that has been authorized by Microsoft and Us to sell this Contract to 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; ONLY when such have been supplied by Microsoft within a single, all-in-one packaged purchase.)*
- **“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.
- **“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.
- **“Claim”**: a problem with the Covered Product reported by the Holder that is to be considered for Coverage under the provisions of this Contract.
- **“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.
- **“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, spilling liquid onto it, or attributable to screen breakage.
- **“Replace”, “Replacement”**: 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.)*

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**TERRITORY**

THIS SERVICE CONTRACT IS VALID AND ELIGIBLE FOR PURCHASE IN THE FOLLOWING JURISDICTIONS ONLY: the contiguous United States, 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 Power Surge or ADH/ADP events** 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

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

ANY COVERED REPLACEMENT WILL BE BASED ON THE PROVISIONS OUTLINED IN THIS CONTRACT.  
PLEASE READ THIS ENTIRE CONTRACT DOCUMENT CAREFULLY.

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## THE "COVERAGE" ("Covered", "Cover")

During the Term, this Service Contract provides for ONE (1) Replacement of the original Covered Product in the event of a Covered Claim for ADH, Power Surge, or Breakdown of a *COVERED ESSENTIAL* described below; as applicable to the Holder's Covered Product type.

*And, for a covered Claim, the Holder is NOT required to return their original Covered Product in order to receive a Replacement!*

- ▶ **Covered Essentials for Microsoft "Surface" 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, TYPE COVER, 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).*

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## IMPORTANT NOTICES REGARDING COVERAGE UNDER THIS CONTRACT

- A. We reserve the right to Replace a defective Covered 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 defective Covered Product.
  - B. Technological advances may result in a Replacement that has a lower retail or market price than the defective Covered Product, and in such situation, this Contract shall not provide Holder with any reimbursement for such a price difference.
  - C. Any and all Covered Product parts, components or entire units replaced under the provisions of this Contract shall become Our property in their entirety. Parts may be new, used or refurbished that perform to the original manufacturer's specifications for the Product.
  - D. 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.
  - E. 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).
  - F. HOLDER'S RESPONSIBILITIES: IT IS THE HOLDER'S RESPONSIBILITY TO BACKUP ANY/ALL SOFTWARE AND/OR DATA ON A REGULAR BASIS. SOFTWARE AND/OR DATA TRANSFER OR RESTORATION SERVICES ARE NOT COVERED.
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## DEDUCTIBLE

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

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## 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.*

- ▶ The Holder can call toll-free 1-800-642-7676 or visit [www.microsoft.com/surface/business/extended-service-warranty](http://www.microsoft.com/surface/business/extended-service-warranty) for online web support. For best service, be sure to have the Holder's Proof of Purchase readily available.
- ▶ Our authorized representatives will promptly obtain details regarding the issue the Holder is experiencing with the Product and will provide details regarding next steps (see "HOW COVERED SERVICE WILL BE PROVIDED" section below for full details).

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

THIS CONTRACT MAY NOT PROVIDE ANY COVERAGE IF THE HOLDER DOES NOT OBTAIN PRIOR AUTHORIZATION.

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## HOW COVERED SERVICE WILL BE PROVIDED

Once coverage has been confirmed, this Contract will provide for the safe shipment of the Replacement device to the Holder's location. *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 the Holder has received a Replacement in accordance with the provisions of this Contract. Once such in-progress Claim has been completed, Coverage under this Service Contract will end.*

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## LIMIT OF LIABILITY

- **Replacement:** Up to one (1) Replacement, provided at Our sole discretion, with a Covered Claim.

*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: 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 Coverage under the provisions of this Contract; including but not limited to:** (i) PROPERTY DAMAGE, LOST TIME, LOST DATA OR LOST INCOME RESULTING FROM ANY 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 OR THE INABILITY TO RENDER SERVICE FOR ANY REASON; (iii) THE UNAVAILABILITY OF ANY PARTS/COMPONENTS; (iv) ANY COSTS INCURRED BY THE HOLDER 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:

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| <p>A) A "MICROSOFT SURFACE HUB" OR "MICROSOFT SURFACE STUDIO" SERIES DEVICE;</p> <p>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);</p> <p>C) 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);</p> <p>D) 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" 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, TYPE COVERS OR KEYPADS OR DIALS, COMPUTER MOUSE, CONNECTORS, FUSES, ENCASING BODY OR MOLDING, SWITCHES AND WIRING;</p> <p>E) LOSS OF USE OF COMPONENTS THAT ARE NOT COVERED BY THE PRODUCT'S ORIGINAL MANUFACTURER'S WARRANTY;</p> <p>F) NORMAL WEAR AND TEAR;</p> | <p>G) REPLACEMENT OF ANY MISPLACED (LOST) PRODUCTS OR ASSOCIATED COMPONENTS THEREOF;</p> <p>H) SCREEN/MONITOR IMPERFECTIONS; INCLUDING BUT NOT LIMITED TO BURNED-IN IMAGES IN SCREEN CAUSED BY PROLONGED DISPLAY OF ONE OR MORE VIDEO SIGNALS;</p> <p>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;</p> <p>J) MODIFICATIONS, ADJUSTMENTS, ALTERATIONS, MANIPULATION OR REPAIRS OF THE COVERED PRODUCT;</p> <p>K) IMPROPER USE OF ELECTRICITY OR POWER FLUCTUATIONS;</p> <p>L) COSTS ASSOCIATED WITH TEARING DOWN, RESTRUCTURING AND/OR REFINISHING OF WALLS OR OTHER STRUCTURES (INCLUDING, BUT NOT LIMITED TO, ALCOVES);</p> <p>M) DAMAGE FROM FREEZING OR OVERHEATING;</p> <p>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;</p> <p>O) VIRUSES, VANDALISM, LOSS, THEFT, OR MALICIOUS MISCHIEF OR DISAPPEARANCE;</p> <p>P) MERCHANDISE THAT HAS REMOVED OR ALTERED SERIAL NUMBERS;</p> <p>Q) RUST, CORROSION, WARPING, BENDING TO THE COVERED PRODUCT;</p> <p>R) ANIMALS (INCLUDING PETS), ANIMAL INHABITATION OR INSECT INFESTATION;</p> |
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- S) NORMAL PERIODIC OR PREVENTIVE MAINTENANCE, USER EDUCATION (TRAINING) OR SET UP ADJUSTMENTS OR IT SUPPORT SERVICES;
- T) LACK OF PERFORMING THE MANUFACTURER'S RECOMMENDED MAINTENANCE, OPERATION/STORAGE OF THE PRODUCT IN CONDITIONS OUTSIDE OF THE MANUFACTURER'S SPECIFICATIONS OR INSTRUCTIONS;
- U) ANY SERVICING THAT WOULD VIOLATE ANY U.S. ECONOMIC OR TRADE SANCTIONS;
- V) MERCHANDISE THAT IS SUBJECT TO A MANUFACTURER'S RECALL, WARRANTY OR REWORK TO REPAIR DESIGN OR COMPONENT DEFICIENCIES, IMPROPER CONSTRUCTION, MANUFACTURER ERROR; EPIDEMIC FAILURES REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS;
- W) 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;
- X) ANY SERVICE OF THE PRODUCT THAT IS COVERED BY ANY WARRANTY, GUARANTEE, INSURANCE, OR OTHER SERVICE AGREEMENT;
- 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.**

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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 by providing a Replacement of the original Covered Product 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 within 30 days 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.*

**A. IF HOLDER CANCELS THIS CONTRACT 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 Arizona, Georgia, 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.

**B. THIS CONTRACT IS NOT CANCELLABLE BY THE CONTRACT HOLDER AFTER 30 DAYS FROM PURCHASE.**

**C. 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 within 30 days from the Contract purchase date, the Holder will receive a refund based upon the same criteria as outlined above. If We cancel this Contract 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 Arizona, Georgia, Missouri & Nevada where claims deduction is prohibited).

**D. 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.

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## 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 item B is deleted and replaced with the following: You may cancel this Service Contract at any time. If You cancel this Contract after 30 days from the Contract purchase date, You will receive a refund of one hundred percent (100%) of the unearned pro rata Service Contract charge paid by You. CANCELLATION item C 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.