

FOR FAST CLAIM SERVICE USE THE NORTON DEVICE CARE MOBILE APP

The information contained in this important terms and conditions document (the “**Protection Plan**”, “**Plan**”) is intended to be Your guide in knowing what is covered and how coverage works under Your Plan. If You ever need assistance regarding Your Plan, contact the Administrator at any time. Be sure to keep this Plan document, along with Your Plan Purchase Receipt, as they will come in handy when You have a Claim!

DEFINITIONS

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

- “**We**”, “**Us**”, “**Our**”, “**Obligor**”, “**Provider**”: the party or parties obligated to provide service under this Protection Plan as the service contract provider, Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21st Fl., Cleveland, OH 44114, 866-927-3097; unless otherwise specified in the SPECIAL JURISDICTIONAL REQUIREMENTS section of this Plan and applicable to Your jurisdiction.
 - “**You**”, “**Your**”: the holder of this Protection Plan who is to receive the coverage provided hereunder.
 - “**Administrator**”: the entity responsible for administrating benefits to You in accordance with the Protection Plan terms and conditions, Servify US Inc., 1546 NW 56th St, Seattle WA 98107; 24/7 Phone # 1-833-313-3331.
 - “**Symantec**”: the merchant authorized by Us to issue this Protection Plan to You.
 - “**Failure**”: the mechanical or electrical breakdown of Your Device screen or digitizer resulting from defects in materials or workmanship, or accidental damage from handling, which occurs during normal use.
 - “**Claim**”: a demand for payment in accordance with this Plan sent by You to the Administrator or Us.
 - “**Covered Device**”, “**Device**”: the mobile phone as referenced on the Plan Purchase Receipt that is fully operational and not damaged as of the Plan issue date that is covered under this Protection Plan. *NOTICE: Symantec and/or Administrator may require the submission of photographs of the item, as well as written confirmation from You that it is fully operational and not currently damaged.*
 - “**Term**”: the period of time in which the provisions of this Plan are valid.
 - “**Waiting Period**”: the thirty (30) day period of time, during which no Claims will be considered for coverage under Your Plan.
 - “**Plan Purchase Receipt**”: the confirmation document provided to You as proof of Your Plan coverage that confirms the Covered Device, Waiting Period start, and coverage dates of Your Plan, and which forms part of this Protection Plan.
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DEVICE ELIGIBILITY

To be eligible for coverage under this Plan, the item must:

- (a) Meet the definition of a “Covered Device” as described in the DEFINITIONS section above; AND
 - (b) Have the Norton Device Care mobile app downloaded onto it and have successfully completed the activation; AND
 - (c) NOT be intended for:
 - i. Commercial use (meaning, a mobile phone that is intended for use in a business capacity, heavy commercial or industrial applications/operations, or for rental/loaner purposes); OR
 - ii. Educational institution use (meaning, a mobile phone that is intended for use in an educational institution setting; such as school/student use).
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PLAN TERM & EFFECTIVE DATE OF COVERAGE

COVERAGE IS SUBJECT TO A 30-DAY WAITING PERIOD.

Your 30-day Waiting Period begins on the Waiting Period start date shown on Your Plan Purchase Receipt. Claims are eligible for consideration under this Plan upon expiration of the 30-day Waiting Period, through the date Your coverage expires, as shown on Your Plan Purchase Receipt. *(Your specific coverage start and expiration dates can also be located in the Norton Device Care Mobile App.)*

WHAT IS COVERED

After the Waiting Period, We agree to provide reimbursement for the cost of repair of Your Device screen in the event of a covered Failure (subject to the LIMIT OF LIABILITY). *NOTICE: Parts used for repairs may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of Your original Covered Device. If determined by the Administrator, reimbursements may be provided in the form of a check, Symantec credit, gift card, or credit to Your payment method on file, and the value of such will in no event exceed the LIMIT OF LIABILITY.*

No duplication of coverage during manufacturer warranty period: the benefits described in this Protection Plan will 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 Plan, regardless of the manufacturer’s ability to fulfill its obligations.

DEDUCTIBLE

You are responsible for a Deductible charge of \$25 for a Claim filed under this Plan. This amount will be deducted from any Claim paid under this Plan.

CLAIM PROCESS

IMPORTANT: The submission of a Claim does NOT automatically mean that the repair of Your Device is covered under this Protection Plan. You must submit Your Claim documentation as soon as reasonably possible and before the expiration of Your Plan Term for Your Claim to be considered for coverage under this Protection Plan.

1. Take your Covered Device to a repair center of Your choice.
2. Upon completion of Your repair for a Failure (as defined) obtain a receipt that clearly shows the repair details, including:
 - a. the cost of repair
 - b. the date of repair
 - c. the device that was repaired including the device manufacturer and model number
 - d. the repair center name and address
3. Use the Norton Device Care mobile app to photograph and upload the receipt.
4. Provide any additional information/documentation necessary in order to validate Your Claim.
5. Upon receipt and approval of Your Claim, you will receive a reimbursement up to the Limit of Liability of your Plan, less Your \$25.00 deductible, not to exceed \$100.

In the event that parts are no longer available for repair benefits will be provided in accordance with the terms and conditions of this Plan, less the Deductible. In the event the Plan 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 Plan.

PLACE OF SERVICE

Coverage is only for Claims that are handled via **Carry-In Service** to a mobile device servicing center near Your location. NOTE: for Carry-In Service, You (or Your representative) are responsible for transporting Your impaired Device to and from the servicing center. In-home service is not provided, and costs of transporting the Device for service or repairs are not covered by this Protection Plan. *In the event the impaired Covered Device needs to be then shipped to another location, You are responsible for the shipping costs to and from such location.*

LIMIT OF LIABILITY

The maximum amount that We will pay for services in connection this Plan is **ONE (1) covered Claim for the lesser of:**

1. **The cost of repair; OR**
2. **\$100.**

Once this limit has been reached, Our obligations under this Plan will be considered fulfilled and Your coverage ends; regardless of any remaining time under Your original Plan Term.

ADDITIONALLY, NEITHER WE NOR THE ADMINISTRATOR NOR SYMANTEC SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY COVERED DEVICE OR EQUIPMENT, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS, FAULTY REPAIRS OR FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT DEVICE FLAWS.

EXCLUSIONS (WHAT IS NOT COVERED)

AS RELATED AND APPLICABLE TO THE COVERED DEVICE(S), THIS PLAN DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR SERVICES IN CONNECTION WITH OR RESULTING FROM:

- A) **Any Claim submitted prior to the expiration of the Plan Waiting Period;**
- B) **A pre-existing condition known to You (*"pre-existing condition" refers to a condition that within all reasonable probability, relates to the functional fitness of the Covered Device screen before this Plan was purchased*);**
- C) **Water Damage or any problem with the Device OTHER than a Failure, as defined;**
- D) **Servicing of the Covered Device in association with a non-covered Claim, or any shipping or delivery charges associated with the Covered Device;**
- E) **Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;**
- F) **Failure or damage that is covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Plan;**
- G) **Abuse (*meaning, the intentional treatment of the Covered Device in a harmful, injurious, malicious or offensive manner which results in its damage and/or Failure*), neglect, negligence, misuse, intentional harm or malicious mischief of or to the Covered Device;**
- H) **Theft or mysterious disappearance, loss (*unforeseen disappearance*) or vandalism of or to the Covered Device;**
- I) **Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;**

- J) Any upgrades, attachments, accessories or peripherals, or any Failure or damage to these items;
- K) Any items that are consumer replaceable and designed to be replaced over time throughout the life of the Covered Device; including, but not limited to batteries;
- L) Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;
- M) Routine, periodic or preventative maintenance;
- N) Lack of providing manufacturer's recommended maintenance or operation/storage of the Covered Device in conditions outside manufacturer specifications, or use of the Covered Device in such a manner as would be voidable coverage under the manufacturer's warranty, or use of the Device in a manner inconsistent with its design or manufacturer specifications;
- O) Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a Covered Device performed by anyone other than a service center/technician authorized by the Administrator or the manufacturer;
- P) Any kind of manufacturer recall or rework order on the Covered Device, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs; or
- Q) Service or replacement outside of the United States of America, its territories, or Canada.
- R) Any Failure that occurs during the Waiting Period or any Failure that is registered during the Waiting Period. If a claim is registered during the Waiting Period, proof of repair is required for any future claims.

IMPORTANT: RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA, AND DATA RECOVERY SERVICES ARE EXPRESSLY EXCLUDED UNDER THIS PROTECTION PLAN. WHEN AT ALL POSSIBLE, WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND ESPECIALLY PRIOR TO SUBMITTING YOUR COVERED DEVICE FOR SERVICING PURSUANT TO THE TERMS AND CONDITIONS OF THIS PLAN.

CANCELLATION

You may cancel this Protection Plan at any time by informing the Administrator of Your cancellation request.

IF YOU CANCEL THIS PLAN:

- You will receive a 100% refund of the full Plan Purchase Price paid by You. 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.

WE MAY ONLY CANCEL THIS PLAN FOR:

- Material misrepresentation by You; or
- Substantial breach of duties under this Plan by You in relation to the Covered Device or its use.

If We cancel this Plan, You will receive a 100% refund of the full Plan Purchase Price paid by You, and We will provide written notice to You at least 30 days 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. Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

RENEWABILITY

This Plan is not renewable.

TRANSFERABILITY

This Plan cannot be transferred to any other party or device.

GUARANTY

This is not an insurance policy; it is a Protection Plan. We have obtained an insurance policy to insure Our performance under this Protection Plan. Should We fail to pay any Claim or fail to replace the Device covered under this Protection Plan within sixty (60) days after the Claim has been submitted, or in the event You cancel this Protection Plan, and We fail to refund any unearned portion of the Plan 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.

OUR RIGHT TO RECOVER PAYMENT

If You have a right to recover against another party for anything We have paid under this Plan, Your rights shall become Our rights. You shall do whatever is reasonably necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

PRIVACY AND DATA PROTECTION

You agree that any information or data disclosed to Us under this Plan is not confidential. Furthermore, You agree that We may collect and process data on Your behalf when We provide the services contemplated under this Plan. 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 Plan, We will not share Your information with third parties without Your permission and We will comply with applicable privacy and data protection laws in Your specific jurisdiction.

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

GENERAL PROVISIONS

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

ENTIRE AGREEMENT

This Protection Plan; including the terms, conditions, limitations, exceptions and exclusions, and Your Plan Purchase Receipt constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

SPECIAL JURISDICTIONAL REQUIREMENTS

Regulation of service contracts may vary widely from state to state. Any provision within this Plan that conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Protection Plan was purchased in one of the following states and supersede any other provision within Your Protection Plan terms and conditions 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. PLAN HOLDER RESPONSIBILITY – It is Your responsibility to follow the manufacturer's specifications for the use and care/maintenance of the Covered Device. CLAIM PROCESS – If You need to file a claim under this Protection Plan, You must contact the Administrator at 1-833-313-3331 to obtain a repair authorization number prior to having any repairs made to Your Device. 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 deleted and replaced with: conditions that were caused by You or known by You prior to the expiration of the Waiting Period (as defined). WAITING PERIOD – A term equivalent to the waiting period will be added to the term of Your Plan.

Arkansas: PLAN HOLDER RESPONSIBILITY – It is Your responsibility to follow the manufacturer's specifications for the use and care/maintenance of the Covered Device. HOW TO FILE A CLAIM – If You need to file a claim under this Protection Plan, You must contact the Administrator at 1-833-313-3331 available 24/7 to obtain a repair authorization number prior to having any repairs made to Your Device. Failure to call in and report the claim may result in non-payment.

California: Servify US Inc. (License No. 87) is the Service Contract Administrator and Northcoast Warranty Services, Inc. (License No. SA-19178) is the Obligor for this Protection Plan. CANCELLATION is amended as follows: This Plan may be cancelled by You for any reason, including, but not limited to, the Device covered under this Plan 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.

Colorado: PLAN HOLDER'S RESPONSIBILITY: It is Your responsibility to follow the manufacturer's specifications for the use and care/maintenance of the covered Device.

Connecticut: This Protection Plan is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, (866) 927-3097 and You. 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 covered Device, the cost of repair of the Device and a copy

of the warranty Plan. 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 You cancel this Plan 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 Plan may be cancelled by You if the Device covered under this Plan returned, sold, lost, stolen or destroyed. PLAN HOLDER'S RESPONSIBILITY: It is Your responsibility to follow the manufacturer's specifications for the use and care/maintenance of the covered Device.

Florida: This Protection Plan is not available in Florida.

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. EXCLUSIONS (WHAT IS NOT COVERED)– Only unauthorized product repairs, modifications or alterations performed after the effective date of the Protection Plan 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 Plan. WAITING PERIOD – A term equivalent to the waiting period will be added to the term of Your Plan.

Hawaii: PLAN HOLDER'S RESPONSIBILITY: It is Your responsibility to follow the manufacturer's specifications for the use and care/maintenance of the covered Device.

Illinois: Covered Device must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Plan.

Indiana: This Plan is not insurance and is not subject to Indiana insurance law. Your proof of payment to the Symantec for this Protection Plan 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 Plan 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 Plan that the provider refund any part of the cost of the Plan upon cancellation of the Plan. 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 Plan.

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.

CANCELLATION is amended as follows: We may cancel this Plan within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Plan for nonpayment by You, fraud or material misrepresentation by You, or a substantial breach of duties by You relating to the covered property or its use if it occurred after the effective date of the Plan and it substantially and materially increase the service required under the Plan. EXCLUSIONS (WHAT IS NOT COVERED) – This Plan provides coverage that is excess over any other applicable coverage. Only unauthorized product repairs, modifications or alterations performed after the effective date of the Plan, or damages arising from such actions are excluded.

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

New Mexico: GUARANTY is amended to include: This Plan is insured by Wesco Insurance Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to Wesco Insurance Company at 866-505-4048, WescoHelp@amtrustgroup.com, or 59 Maiden Lane, 43rd Floor, New York, NY 10038. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674. CANCELLATION is amended as follows: We may cancel this Plan within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Plan for the following acts by You: Non-payment; conviction of a crime that results in an increase in the service required under the Plan; discovery of fraud or material misrepresentation by You in obtaining the Plan or in presenting a claim; or discovery of either of the following if it occurred after the effective date of the Plan and substantially and materially increased the service required under the Plan: an act or omission; or a violation of any condition of the Plan.

Oklahoma: The Service Warranty Association is Northcoast Warranty Services, Inc., Oklahoma Identification #44200963. This is not an insurance contract. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. WAITING PERIOD – A term equivalent to the waiting period will be added to the term of Your Plan.

Oregon: This Plan is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, (866) 927-3097 and You. HOW TO FILE A CLAIM – If You need to file a claim under this Plan, You must contact the Administrator at 1-833-313-3331, available 24/7, to obtain a repair authorization number prior to having any repairs made to Your Device. Failure to call in and report the claim may result in non-payment.

South Carolina: If You have any questions regarding this Plan, 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 Administrator is Servify US Inc., Service Contract Administrator No. 276. 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 Plan within thirty (30) days of the date of purchase of this Protection Plan. If this Plan is cancelled within the first thirty (30) days, We will refund the entire Plan charge, less claims paid. If this Plan is canceled after the first thirty (30) days, You will receive a pro-rata refund of the Plan price less claims paid. 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 Plan is canceled.

Utah: Full payment will be received for the purchase price of this Plan at the time of purchase. The Provider/Obligor is Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, (866) 927-3097. This Protection Plan 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 Plan 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 sixty (60) days after proof of loss has been filed, the Plan holder is entitled to make a claim directly against the Insurance Company. CANCELLATION – Is amended as follows: We may only cancel this Plan for material misrepresentation by You, nonpayment by You or a substantial breach of contractual duties by You relating to the covered property or its use. If We cancel this Plan 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 Plan for non-payment, such cancellation will be effective ten (10) 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 Plan, You must contact the Administrator at 1-833-313-3331, available 24/7, to obtain a repair authorization number prior to having any repairs made to Your Product. Failure to call in and report the claim will result in non-payment.

Washington: This Plan is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818 and You. The State of Washington is the jurisdiction for any civil action in connection with this Plan. EXCLUSIONS (WHAT IS NOT COVERED) – What is excluded from coverage is limited to that which is expressly stated under the “EXCLUSIONS (WHAT IS NOT COVERED)” section of this Plan. GUARANTY is amended to include: A Plan holder is entitled to apply directly to Wesco Insurance Company, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048 for refund, payment or performance due. PLAN HOLDER’S RESPONSIBILITY: It is Your responsibility to follow the manufacturer’s specifications for the use and care/maintenance of the covered Device. HOW TO FILE A CLAIM – If You need to file a claim under this Plan, You must contact the Administrator at 1-833-313-3331 to obtain a repair authorization number prior to having any repairs made to Your Device. 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.

All references to “Protection Plan/Plan” are hereby deleted and replaced with “Service Contract”. CANCELLATION is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator.

If this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us.

For Service Contracts canceled subsequent to the period stated in the preceding paragraph or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid and less a cancellation fee not to exceed ten percent (10%) of the Service Contract purchase price paid. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid. We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid and less a cancellation fee not to exceed ten percent (10%) of the Contract purchase price paid.

If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered.

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. PLAN HOLDER'S RESPONSIBILITY - It is Your responsibility to follow the manufacturer's specifications for the use and care/maintenance of the covered Device.

Wyoming: This Protection Plan is not available in Wyoming.