

TERMS & CONDITIONS

Congratulations on purchasing this Protection Plan (“Plan”). Please read these Terms and Conditions carefully so that You fully understand Your coverage under this Plan. Please also review the Order Summary provided to You at the time You purchased this Plan. The Order Summary defines the Covered Product and Coverage Term of this Plan.

This Plan applies exclusively to the product(s) indicated on the original bill of sale that is specified to be warrantable and covered under this Plan and sold in Canada (“Covered Product”).

1. DEFINITIONS:

“We”, “Us” and “Our” shall mean SquareTrade, Inc., 360 3rd Street, 6th Floor, San Francisco, CA 94107 except as follows: In the provinces of Alberta, British Columbia, New Brunswick and Nova Scotia, “We”, “Us” and “Our” shall mean Industrial Alliance Pacific General Insurance Corporation, 2165 Broadway, West, Vancouver, BC, V6B 5H6.

“Administrator” shall mean SquareTrade, Inc., 360 3rd Street, 6th Floor, San Francisco, California 94107, Toll free: (+1-877-250-7484), www.squaretrade.com.

“You”, “Your” shall mean the individual or entity who purchased this Plan or the individual or entity to whom this Plan was properly transferred, in accordance with these terms and conditions.

The following terms are used in the Order Summary and these terms and conditions

“Protection Plan” or “Plan”: The document(s), including the Order Summary and Terms and Conditions, sent to You via electronic or physical mail which defines the Coverage Term and specifies the Covered Product.

“Protection Plan Price”: The price You paid for this Plan.

“Coverage Start Date”: The date when coverage under this Plan begins.

“Coverage End Date”: The date when coverage under this Plan expires.

“Coverage Term” or “Term”: The number of years of coverage that You receive under this Plan, beginning on the Coverage Start Date. This Plan is inclusive of any manufacturer’s warranty that may exist during the Term. This Plan does not replace the manufacturer’s warranty, but provides certain additional benefits during the term of the manufacturer’s warranty. If Your Term expires during the time of an approved repair or replacement, this Plan is extended until that repair or replacement has been completed.

“Covered Product” or “Product”: The item(s) indicated on the original bill of sale that is specified to be warrantable and covered by this Plan and sold in Canada.

“Coverage Amount”: The maximum dollar amount covered by this Plan.

2. WHAT IS COVERED:

This Protection Plan will cover a mechanical or electrical failure of or accidental damage from handling (ADH) to the Covered Product during normal usage for the Term of this Protection Plan. ADH augments Your Protection Plan by providing additional protection from damage associated with the handling and use of Your Product, including due to drops, spills and liquid damage.

This Protection Plan does not cover repair or replacement of Your Product for any of the causes or provide coverage for any losses set forth in the Section 6 of these Terms and Conditions, entitled “What Is Not Covered”.

3. WHAT TO DO IF A COVERED PRODUCT REQUIRES SERVICE:

Call Us toll free at (+1-877-250-7484) or (206)-508-4031, 6am to 10pm PST, 365 days a year. We will attempt to troubleshoot the problem You are experiencing. If we cannot resolve the problem we will service Your Product in accordance with Section 4 below.

4. HOW WE WILL SERVICE YOUR ITEM:

If a covered failure has occurred and We approve a replacement, We will replace Your Product with a new or refurbished item of the same or similar specification. The replacement item may, at Our sole discretion, be a future version or edition of Your original Product, but in all cases will be of the same grade and quality.

In order to receive a replacement, You must provide valid credit card details. You will need to send Your original Product back to Us within thirty (30) days of receiving the replacement item, using a pre-paid shipping label which We will provide. If You do not return Your original Product within thirty (30) days, the price of the replacement item will be charged to Your credit card.

If We cannot reasonably arrange for a replacement to be provided, We may, at Our discussion, pay You an amount equal to the original purchase price of Your Product.

5. LIMIT OF LIABILITY:

The total number of replacements made in connection with all claims that You make pursuant to this Protection Plan shall not exceed the Coverage Amount of the Product.

In the event We have provided You with three (3) replacement products, or provided a cash settlement equivalent to the original purchase price of Your Product, whichever comes first, We shall have no further obligations under this Protection Plan.

WE SHALL NOT 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 PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

6. WHAT IS NOT COVERED:

- A. This Protection Plan does not provide protection against theft, loss, reckless, intentional or abusive conduct associated with handling and use of the product, cosmetic damage and/or other damage that does not affect unit functionality, or damage caused during shipment between You and Our Authorized Service Providers;
- B. Products that have been improperly maintained, stored, or used outside the manufacturer instructions;

- C. Maintenance, repair, or replacement necessitated by loss or damage resulting from any cause other than normal use and operation of the product in accordance with the manufacturer’s specifications and owner’s manual, including but not limited to exposure to weather conditions, failure to properly clean, maintain product, operator negligence, misuse, abuse, improper electrical/power supply, improper equipment modifications, attachments or installation or assembly, vandalism, animal or insect infestation, battery leakage, or act of nature or any other peril originating from outside the product.

- D. Any Product fraudulently described or materially misrepresented by You;
- E. Conditions that were caused by You or known by You prior to purchasing this Protection Plan;

- F. Product(s) with removed or altered serial numbers;

- G. Manufacturer defects or equipment failure which is covered by manufacturer’s warranty, manufacturer’s recall, or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);

- H. Damage to computer hardware, software and data caused by, including, but not limited to, viruses, application programs, network drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data;

- I. Failures related to transportation damage, customer education, cleaning, preventive maintenance, “No Problem Found” diagnosis, non-intermittent issues that are not product failures: and;

- J. Products purchased at private sale (e.g. flea market, yard sale, craigslist)

7. FREE SHIPPING:

This Protection Plan covers all shipping charges to repair or service facilities during the Coverage Term, including shipping to the manufacturer if the manufacturer does not cover shipping charges to their facilities.

8. WORLDWIDE SERVICE:

Your Product is covered for failures which occur while You are traveling outside of Canada, however, we will only send replacement items to addresses within Canada.

9. TRANSFER OF PROTECTION PLAN:

This Protection Plan may be transferred to any person in Canada at no charge. Contact Us toll-free at (877)-250-7484 or (206)-508-4031, 6am to 10pm PST, 365 days a year.

10. CANCELLATION:

You may cancel this Protection Plan for any reason at any time. To cancel it, contact Us at (877)-250-7484 or (206)-508-4031, 6am to 10pm PST, 365 days a year. If You cancel this Protection Plan within the first ninety (90) days after purchase of this Protection Plan You will receive a full refund. If You cancel after the first ninety (90) days from purchase of this Protection Plan, You will receive a pro rata refund based on the time remaining on Your Protection Plan. No fees or past claims shall be deducted from the refund and the refund will be sent to You within ten (10) business days from the cancellation request or else a ten percent (10%) penalty per month shall be applied to the refund.

We may cancel this Protection Plan at Our option on the basis of nonpayment, fraud, or misrepresentation by You. If We cancel Your Protection Plan, You will receive a pro rata refund. If this Protection Plan was inadvertently sold to You on a product which was not intended to be covered by this Protection Plan, We will cancel this Protection Plan and return the full purchase price of the Protection Plan to You. If We cancel this Agreement for nonpayment then We will provide notice at time of cancellation.

11. ENTIRE CONTRACT:

This Plan sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.

12. PRIVACY NOTICE:

We and Administrator will collect and retain all personal information concerning Your Plan and any claims You make. The information will be used for purposes of marketing, administration and cancellation of Your Plan, collecting amounts owing, investigation and adjudication of claims, including detecting and preventing fraud, servicing Your Covered Product, and for other purposes with Your consent or as permitted or required by law. We and Administrator will only access Your information on a need to know basis. A file containing Your information will be kept at the Administrator’s address. It can be reviewed and/or rectified by written request. We and Administrator may use agents and service providers (including the manufacturer of the Covered Product or its affiliates) to perform certain services on our behalf, including call centre, claims intake and processing, shipping and receiving and data hosting. As a result, these entities may collect, use, store and/or process Your information on Our behalf or on behalf of the Administrator. Some of these entities may be located outside of Canada where local laws may permit governmental, law enforcement, or regulatory authorities or courts to have access to the information.