

SMARTGUARD PROTECTION PLAN TERMS AND CONDITIONS

Administrator: Warrantech Consumer Product Services, Inc. | P.O. Box 1189 | Bedford, TX 76095 | Toll-Free: 1-877-308-8071

www.MySmartGuard.com

CONGRATULATIONS! Thank You for Your recent purchase of the SmartGuard Protection Plan (the “**Service Contract**”, “**Contract**”). We hope You enjoy the added comfort and protection this Service Contract provides. Please keep this Service Contract document and Your Contract Purchase Receipt as You will need them to verify Your coverage at time of Claim. This information will serve as a valuable reference guide and will help You determine what is covered by this Service Contract. From the day You purchase this Service Contract the Administrator will assist You in understanding Your Service Contract benefits.

DEFINITIONS

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

1. **“We”, “Us”, “Our”, “Provider”, “Obligor”**: the party or parties obligated to provide service under this Service Contract as the service contract provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038 (Florida Residents: this Service Contract is an agreement between You and Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 43rd Floor, New York, New York, 10038).
2. **“Administrator”**: the entity responsible for administering benefits to You in accordance with the Service Contract terms and conditions, Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095 (Florida Residents: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202).
3. **“Retailer”**: the merchant authorized by Us to sell this Service Contract to You.
4. **“You”, “Your”**: the original individual consumer that purchased this Service Contract who is to receive the coverage provided hereunder.
5. **“Covered Product(s)”, “Product(s)”**: the item(s) that meet(s) the “PRODUCT ELIGIBILITY” requirements outlined below that is/are covered under this Contract.
6. **“Contract Purchase Receipt”**: the receipt document provided to You as proof of Your Contract purchase that confirms the Term, Plan purchased and purchase date of Your Contract.
7. **“Commercial Use”**: merchandise that is intended for use in heavy commercial or industrial applications/operations, or any other non-residential use; including rental, business, educational and institutional. COMMERCIAL USE IS NOT COVERED UNLESS THE “COMMERCIAL PLAN” HAS BEEN PURCHASED.
8. **“Claim”**: a demand for payment in accordance with this Contract sent by You.
9. **“Failure”**: the mechanical or electrical breakdown of Your Product to perform its intended function including defects in materials or workmanship and normal wear and tear; occurring during normal use of the Product.
10. **“Power Surge”**: damages 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), but **not** including damages resulting from the improper installation or improper connection of the Product to a power source.
11. **“Deductible”**: the amount You are required to pay, per Claim, for services covered under this Service Contract (if any).
12. **“Term”**: the period of time in which the provisions of this Service Contract are valid.
13. **“DOP Plan”**: a date of purchase plan; which provides additional benefits during the period of time that the Product is covered under its manufacturer’s warranty that are not provided under a manufacturer’s warranty. Coverage for additional benefits under a DOP Plan begins on the Contract purchase date, and coverage for a “Failure” (as defined) begins upon expiration of the shortest portion of the Product manufacturer’s warranty period. Additional benefits included with a DOP Plan are Power Surge, Food Loss, and if purchased, ADH upon date of Contract purchase.
14. **“EXT Plan”**: an extension plan; which extends period of time that the Product is covered and provides similar coverage as was provided under the Product’s manufacturer’s warranty. Coverage under an EXT Plan begins upon expiration of the shortest portion of the Product manufacturer’s warranty period.
15. **“ADH Plan”**: a DOP Plan election that provides coverage for sudden and unforeseen accidental damage from handling (“**ADH**”); such as damage resulting from dropping the covered Product, or in association with screen breakage or liquid spills. ADH IS NOT COVERED UNLESS YOUR PLAN SPECIFICALLY INCLUDES ADH, AND NOT ALL DAMAGES ARE COVERED FOR ALL PRODUCT TYPES. Please refer to the “ADDITIONAL SMARTGUARD BENEFITS” section of this Contract and Your Contract Purchase Receipt to confirm if Your Contract includes this coverage and what damages are covered in association with Your Product.

SMARTGUARD PRODUCT ELIGIBILITY

PRODUCT ELIGIBILITY REQUIREMENTS: In order to be eligible for any level of coverage under this Service Contract, the item must be new or factory-refurbished and manufactured for use in the United States; which at the time of purchase included a manufacturer’s warranty valid in the United States.

SMARTGUARD CONTRACT TERM

EFFECTIVE DATE OF COVERAGE: Coverage for damages to Your Product resulting from Power Surge, Food Loss, ADH, or any other applicable benefits specifically outlined in the “ADDITIONAL BENEFITS...” and/or “OPTIONAL COVERAGES” section(s) of this Contract, begins on Your covered Product purchase date (or delivery date if different) and continues for the Term shown on Your Contract Purchase Receipt. Coverage for Failures (as defined) begins upon expiration of the shortest portion of the manufacturer’s original parts and/or labor warranty. DOP (as defined) is inclusive of the manufacturer’s warranty. EXT (as defined) is an extension of the manufacturer’s warranty.

WHAT DOES SMARTGUARD COVER

In accordance with the SMARTGUARD CONTRACT TERM described above and the Plan Option You have purchased, in the event of Failure, this Contract covers the costs to repair Your Product. Parts used to repair Your Product may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of Your original Product. If Your Product cannot be repaired or if You purchased a replacement plan, We may replace Your Product with a one of like kind and quality, but not necessarily the same brand. About replacements: Technological advances may result in a replacement item with a lower selling price than Your original covered Product, and We will not provide any reimbursement based on any replacement cost difference. Any and all parts or units replaced under this Contract become Our property in their entirety. Replacement items are ineligible for continued coverage under Your original Contract, and You can purchase a new Service Contract for the replacement item if eligible.

1. **Jewelry/Watch Plan Only:** If You purchased the Jewelry/Watch Plan, coverage includes prong and mounting repair, rhodium plating, stone resetting (excluding center stone), pearl restringing, crown, case, bezel, dents, chips, cracks, gouges, soldering, and the necessary materials and labor costs to repair the Product to a usable and wearable condition; provided, such repair is necessitated by wear during normal usage of the Product under the conditions for which it was designed. We reserve the right to re-facet, re-polish, or re-cut any gemstone submitted for service under this Contract, and may elect to do so as long as the gemstone weight loss of such action would not differ by more than ten percent (10%) of the original weight.
2. **Furniture Plan Only:** If You purchased the Furniture Plan, coverage includes repairs due to: breakage of mechanisms; rips tears or punctures; burn/singe marks caused by brief contact with flame or heat; certain stains; scratches, dents, chips or gouges that penetrate the finish exposing the under layer; checking, cracking, bubbling and peeling of the finish or lifting of veneers (from a specific incident); warping; mirror chipping, breakage and loss of silvering. FURNITURE COVERAGE IS NOT AVAILABLE IN WYOMING.
3. **Sunglass Plan Only:** If You purchased the Sunglass Plan, coverage includes replacement if the sunglass Product breaks as a result of a manufacturer defect or faulty workmanship, or if it sustains damage resulting from an accidental drop NOTE: PRESCRIPTION SUNGLASSES ARE NOT COVERED.
4. **Auto Part Plan Only:** If You purchased the Auto Part Plan, coverage includes replacement of the covered automotive part only. NOTE: Any Claim that is determined by Us or Our authorized servicer to be a result of not performing the manufacturer’s specified care, maintenance and/or inspection services will not be covered under this Contract. LABOR COSTS ARE NOT COVERED.

ADDITIONAL SMARTGUARD BENEFITS

No separate election/purchase is required.

- 1. POWER SURGE PROTECTION:** In addition to coverage for a Failure, this Contract also includes day one coverage for damage resulting from "Power Surge". (Coverage is limited to damage sustained to the covered Product only).
- 2. FOOD LOSS PROTECTION (FOR REFRIGERATOR AND FREEZER PRODUCTS ONLY):** In addition to coverage for a Failure, this Contract also provides reimbursement for the amount You paid to replace the food items that were lost as a direct result of a covered Failure, at a rate of \$5.00 per cubic foot; up to a maximum of \$250 per year. To receive reimbursement, You will need to provide Us with an itemized list of all food items lost along with a copy of Your sales receipt for the purchased replaced food items.
- 3. NO LEMON GUARANTEE:** This Contract also provides a "No Lemon Guarantee". Within any consecutive twelve (12) month period, if Your Product has three (3) repairs covered under Your Contract for the same problem and a fourth (4th) repair is required for the same problem and considered covered under Your Contract, 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 are not considered "qualifying service repairs" under this benefit.
- 4. ADH PLANS – ACCIDENTAL DAMAGE FROM HANDLING (NOT AVAILABLE WITH ALL PRODUCT TYPES):** By purchasing an ADH Plan, in addition to coverage for a Failure, from day one Your Contract also provides coverage for labor and/or parts required to repair Your Product if it experiences sudden and unforeseen accidental damage from handling (ADH) during normal usage. The type of an ADH damage that is covered for Your Product is as follows:
 - A) For Covered Products OTHER than Televisions, Sporting Goods, Medical Equipment, Jewelry, Watches or Power Tools:** ADH damage resulting from dropping the Product, or in association with screen breakage or liquid spills.
 - B) For Television Covered Products ONLY:** ADH that results in a cracked screen; defective/dead pixels; lines on the screen; or discoloration or dimming of the screen.
 - C) For Sporting Goods, Medical Equipment, Jewelry, Watches or Power Tools Covered Products:** ADH IS NOT COVERED.

OPTIONAL SMARTGUARD PROTECTION PLANS

For separate election and purchase. Must be confirmed on Your Contract Purchase Receipt.

COMMERCIAL PLAN: By purchasing the commercial plan, Your Contract covers a Product that is intended for Commercial Use (as defined). This option must be purchased and confirmed on Your Contract Purchase Receipt in order for coverage to apply to merchandise intended for Commercial Use.

DEDUCTIBLE

There is no Deductible required to obtain service on Your Product.

HOW TO FILE A CLAIM

PLEASE NOTE: The submission of a Claim does not automatically mean that the damage to or breakdown of the Product is covered under this Contract. In order for a Claim to be considered, You must first contact the Administrator for Claim approval and a Claim authorization number.

COMPLETE THE FOLLOWING STEPS TO HAVE A CLAIM CONSIDERED UNDER YOUR PLAN:

1. Call the Administrator toll-free at 1-877-308-8071 or log onto www.MySmartGuard.com and click "File a Claim" (have Your Contract Purchase Receipt available). Available 24/7.
2. Explain the problem the Product is experiencing and provide the Administrator any additional information/documentation they may need to validate the Claim.
3. Once the Administrator has confirmed Claim eligibility under the Contract, a Claim authorization number will be issued to You along with additional information regarding how service for the Product will be provided. *Be sure to write down and keep Your Claim authorization number in a safe place and easily accessible in case it is ever needed for future reference.*
 - **FOR FURNITURE PRODUCTS ONLY – ADDITIONAL CLAIM & SERVICING PROCESS INFORMATION:** After eligibility is confirmed, service to Your furniture Product may be fulfilled in the form of repair advice, a kit shipped to You to aid in stain removal, or professional damage repair services. To determine which service is best suited for Your situation, the Administrator may request photos of the affected Product. In the event the Administrator dispatches a technician to service Your furniture Product at Your location, if they determine that any servicing/repair must be made off-site, such will be performed at no cost to You. We reserve the right to replace the damaged furniture Product or any part/area thereof, in lieu of repair. *COVERAGE FOR FURNITURE IS NOT AVAILABLE IN WYOMING.*

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.

PLACE OF SERVICE

Determination of which place of service applies to Your Product is based on and will be the same as that which was provided under Your Product's original manufacturer's warranty. The Administrator can provide assistance in confirming which of the following is applicable to Your Product.

- For Products that included **In-Home/On-Site Service**, We will arrange for Your Product to be serviced at Your location; provided You have prepared the following provisions: (1) accessibility to the Product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Product. In the event it is necessary to continue certain repair services at a repair center, You may be required to ship/transport the Product to a repair center designated by the Administrator. In such circumstances, the shipping/transportation charges will be covered by this Service Contract. In-Home/On-Site Service will be provided by a service Provider authorized by the Administrator during regular business hours, local time, Monday through Friday (except holidays).
- For Products that included **Depot Service**, We will pay for the shipping costs required to ship Your Product to and from Our authorized depot center.
- For Products that included **Carry-In Service**, You are responsible for transporting Your Product to and from Our authorized service center. In the event Your Product needs to be then shipped to another location authorized by Us, We will pay for the shipping costs.

LIMIT OF LIABILITY

The maximum amount that We will pay for covered repair Claims under this Service Contract is equal to the original purchase price of the Product paid by You ("**Aggregate Repair Limit**") or one replacement of Your original covered Product ("**Replacement Limit**"); whichever occurs first.

- **ABOUT REPLACEMENT LIMIT (IF/WHEN PROVIDED):** Only one replacement is eligible for any one covered Product. If multiple items are covered under this Contract, any other remaining covered Products that have not yet reached the Aggregate Repair Limit or Replacement Limit will remain eligible for coverage during the Contract Term.
 - **FOR FURNITURE PRODUCTS ONLY:** *We will not replace or otherwise service matching pieces of Furniture that are not damaged or covered under this Contract. We are not responsible for, and will take no action to correct, dye lot or texture variations arising from service or replacement of a part of Furniture or replacement of an entire piece of Furniture. This Contract does not transfer to replacement Furniture.*

NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER WILL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE; FINES; OR LOST PRODUCTION, TIME, CONTRACTS OR INCOME; RESULTING FROM DELAYS IN SERVICE, THE INABILITY TO RENDER SERVICE, THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS; OR RESULTING DURING THE PERIOD IN WHICH THE COVERED PRODUCT IS AT OUR AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS/SERVICE; OR RESULTING FROM THE FAILURE OF THE COVERED PRODUCT; OR RESULTING FROM ANY INHERENT PRODUCT FLAWS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WHAT IS NOT COVERED (GENERAL EXCLUSIONS)

AS RELATED AND APPLICABLE TO YOUR COVERED PRODUCT(S), THIS SERVICE CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR LOSS IN CONNECTION WITH OR RESULTING FROM:

- A) Any Claim for ADH (UNLESS You purchased an "ADH Plan" as confirmed on Your Contract Purchase Receipt).
- B) A pre-existing condition known to You ("*pre-existing condition*" refers to a condition that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Product before this Contract was purchased).
- C) Any merchandise that is intended for use in heavy commercial or industrial applications/operations, or any other non-residential use; including rental, business, educational and institutional (UNLESS the "COMMERCIAL UPGRADE" option has been purchased).
- D) Any Claim for service to or replacement of the covered Product that has not been prior authorized by the Administrator.
- E) Any Claim related to cosmetic damage (meaning damages or changes to the physical appearance of the covered Product that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish) or structural imperfections (when such does not impair the overall functionality of the covered Product).
- F) Any merchandise that has been confirmed by Our authorized servicer to have removed or altered serial numbers.
- G) Servicing, labor, delivery or installation costs.
- H) Costs associated with tearing down or refinishing of walls in order to reach and/or evaluate the covered Product.
- I) 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 or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action.
- J) Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract.
- K) Abuse (meaning, the intentional treatment of the covered Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown), neglect, negligence, misuse, intentional harm or malicious mischief of or to the covered Product.
- L) Theft or mysterious disappearance, unforeseen disappearance or vandalism of or to the covered Product.
- M) Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation.
- N) Operation outside the manufacturer operational or environmental specifications.
- O) Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to these items.
- P) Any motorized or power operated ground and aerial vehicles, including, but not limited to drones and radio controlled devices;
- Q) Any items that are consumer replaceable and designed to be replaced over time throughout the life of the Product; including, but not limited to: fuses, batteries, belts, bulbs, connectors, filters, bags and lint screens.
- R) Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts.
- S) Periodic or preventative maintenance.
- T) Lack of providing manufacturer's recommended maintenance or operation/storage of the covered Product in conditions outside manufacturer specifications, or use of the Product in such a manner as would be voidable coverage under the manufacturer's warranty, or use of the product in a manner inconsistent with its design or manufacturer specifications.
- U) Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a covered Product performed by anyone other than a service center/technician authorized by the Administrator.
- V) Any kind of manufacturer recall or rework order on the covered Product, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs.
- W) IN ADDITION TO THE ABOVE (AS APPLICABLE TO JEWELRY), THE FOLLOWING SPECIFICALLY APPLY TO COVERED JEWELRY PRODUCTS:
 - (1) Inherent product defects or flaws in gemstones.
 - (2) Loss of diamonds, gemstones, or other materials if not directly related to a functional failure of the covered jewelry Product.
 - (3) Repair of center stones greater than 0.10 carat.
 - (4) Replacement of any sized center stones or side/enhancement stones greater than 0.10 carat.
- X) IN ADDITION TO THE ABOVE (AS APPLICABLE TO WATCHES), THE FOLLOWING SPECIFICALLY APPLY TO COVERED WATCH PRODUCTS:
 - (1) Inherent product defects or flaws.
 - (2) Loss of diamonds, gemstones or other materials from bezel greater than 0.10 carat.
 - (3) Repair or replacement of scratched crystals.
 - (4) Any watch with an MSRP of \$3,000 or greater.
- Y) THE FOLLOWING SPECIFICALLY APPLY TO COVERED FURNITURE PRODUCTS ONLY:
 - (1) Any merchandise that is sold "as is", "pre-owned", showroom-displayed, rental, non-residential, in-home daycare businesses, institutional or commercial use, rattan, bamboo or wicker used outdoors, nubuck, suede, carpets, silk, "X" coded and/or non-color fast fabrics or any merchandise sold without a manufacturer's warranty.
 - (2) Anything not specifically listed in the "WHAT DOES SMARTGUARD COVER...FURNITURE PLAN ONLY" section of this Contract.
 - (3) Stains or Damage caused by transit, delivery, redelivery, movement between residences or storage, furniture used outdoors or on patios or screened rooms where it may be directly or indirectly exposed to the elements of nature.
 - (4) Stains or Damage caused by use of improper cleaning methods or improper cleaning materials, or damage caused by the application of topical treatments (other than those provided by the Administrator specifically for use with the covered furniture Product) or lack of compliance with the provisions of the manufacturer's warranty.
 - (5) Stains or Damage from acid, bleach, caustic solutions, mildew, mold or reoccurring damage.
 - (6) Bodily fluid stains caused by incontinence.
 - (7) Odors.
 - (8) Fading of the upholstery, color loss, and/or discoloration, or fabrics that become worn or soiled from everyday use.
 - (9) Pet damage and/or claw marks other than pet bodily fluids, such as damage from teeth, beaks, etc.
 - (10) Normal wear and tear such as soiling from everyday use including body oil, hair oil, perspiration, or darkened body contact areas.
 - (11) Inherent design flaws including but not limited to natural inconsistencies in upholstery, leather, vinyl or delamination of microfiber.
 - (12) Failure or loosening of threads or splitting of seams.
 - (13) Wood surface scratch, dent, chip or gouge that does not penetrate through the finish.
 - (14) Cracking or peeling of any kind of leather.
 - (15) Leather surface scratches that do not penetrate through the upholstery.
 - (16) Leather flaws and manufacturer's defects that cause rips, cuts, punctures, or color loss.
 - (17) Dye transfer, dye lot or texture variation.

(18) Structural damage of any type.

Z) Any service or replacement outside of the United States of America, its territories, or Canada.

AA) Any incidental or consequential damages; including but not limited to: property damage, fines, lost time, lost contracts/agreements or lost income resulting from or related to any Claim in relation to the covered Product (regardless of whether or not the Claim itself is considered to be covered under the terms and conditions of this Contract), and including that which results from a pre-existing condition known to You prior to the purchase of this Contract or any inherent product flaws or any implied warranties of merchantability and fitness for a particular purpose.

RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA IS EXPRESSLY EXCLUDED UNDER THIS CONTRACT, AS WELL AS DATA RECOVERY SERVICES. WHEN AT ALL POSSIBLE, WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS, AND IF POSSIBLE, ESPECIALLY PRIOR TO SUBMITTING THE PRODUCT FOR SERVICING UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT.

IF THE ADMINISTRATOR AUTHORIZES SERVICE FOR A CLAIM ON YOUR COVERED PRODUCT, AND IT IS THEN DETERMINED BY OUR AUTHORIZED SERVICE CENTER/TECHNICIAN TO BE EXCLUDED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT, OR IT RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS, YOU MAY BE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING ANY SHIPPING COSTS.

OUR RIGHT TO RECOVER PAYMENT

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

CANCELLATION

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

- If Your cancellation request is within 30 days of the Contract purchase date, You will receive a 100% refund of the Contract purchase price paid by You, minus any Claims paid by Us (except in Arizona, Georgia, Missouri & Nevada where Claims deduction is prohibited). If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.
- If Your cancellation request is made after 30 days of 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 Arizona, Georgia, Missouri & Nevada where Claims deduction is prohibited).
- We may only cancel this Contract for the following reasons:
 - (A) Non-payment of the Contract purchase price/fee by You;
 - (B) Material misrepresentation by You; or
 - (C) 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 pro-rata refund based upon the same criteria as outlined above and no cancellation fee shall apply.

GUARANTY

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

RENEWABILITY

Coverage under this Service Contract is ineligible for renewal upon Term expiration.

TRANSFERABILITY

If You wish to transfer coverage under this Service Contract to a different owner, please contact the Administrator to initiate Our transfer process. *Transferability is determined at Our sole discretion and may not be available.*

ENTIRE AGREEMENT

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your Contract 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 STATE REQUIREMENTS

Regulation of service contracts varies based on jurisdiction of residence and purchase. Any provision within this Contract which conflicts with the laws of the jurisdiction where You live will automatically be considered to be modified in conformity with those applicable laws and regulations. The following specific requirements apply based on the jurisdiction in which You purchased Your Contract, or if applicable, the jurisdiction in which You reside, and supersede any other provision within Your Contract terms and conditions to the contrary.

Alabama: CANCELLATION is amended to include: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. AMT Warranty Corp. is the Provider under this Service Contract.

Arizona: WHAT IS NOT COVERED - We shall not provide coverage only for those specifically listed items in the "WHAT IS NOT COVERED" section of this Service Contract.

California: 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 for a home appliance or a home electronic or within sixty (60) days for all other Products of the date You received the Service Contract, and You have made no Claims against the Service Contract, You will be refunded the full Service Contract price paid by You; or if You have made a Claim against the Service Contract or if Your Service Contract is canceled by written notice after thirty (30) days for a home appliance or a home electronic or after sixty (60) days for all other Products from the date You received this Service Contract, You will be refunded a pro-rated amount of the Service Contract price paid by You, less any Claims paid. Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Service Contract Administrator and AMT Warranty Corp. (License No. SA-42) is the Obligor for this Service Contract.

Connecticut: 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. You may cancel Your Service Contract if the covered Product is sold, lost, stolen, or destroyed. **SERVICE CONTRACT HOLDER'S RESPONSIBILITY:** It is the responsibility of the Service Contract holder to follow the manufacturer's specifications for the use and care/maintenance of the covered Product.

Florida: This Service Contract is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. CANCELLATION is amended as follows: You may cancel Your Service Contract by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Contract is canceled by You, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Contract is canceled by the Administrator or Provider, 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. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation.

Georgia: This Service Contract will be interpreted and enforced according to the laws of the state of Georgia. CANCELLATION is amended as follows: The Administrator may not cancel this Service Contract except for fraud, material misrepresentation, or nonpayment by You.

Illinois: Covered items 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 Service Contract.

Indiana: 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.

Nevada: CANCELLATION is amended as follows: The Provider of this Service Contract may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Contract for fraud, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If the Provider cancels Your Service Contract You will be entitled to a pro-rata refund of the unearned Service Contract fee. If Your Service Contract was financed, the outstanding balance will be deducted from any refund. In no event will Claims be deducted from any refund.

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: The Provider of this Service Contract may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Contract for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

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

Oklahoma: This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. The CANCELLATION section is deleted in its entirety and replaced with the following: If You cancel this service warranty Contract within the first thirty (30) days and no Claim has been authorized or paid within the first thirty (30) days, We will refund the entire service warranty Contract purchase price. If You cancel this service warranty Contract after the first thirty (30) days, or have made a Claim within the first thirty (30) days, return of the Provider fee shall be based upon ninety percent (90%) of the unearned pro-rata Provider fee less the actual cost of any service provided under the service warranty Contract. If We cancel this service warranty Contract, 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 warranty Contract.

Oregon: 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 You.

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 Administrator is Warrantech Consumer Product Services, Inc., Service Contract Administrator No. 187. 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. You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) 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 Agreement is canceled. These provisions apply only to the original purchaser of the Service Agreement.

Utah: The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-327-5818. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. If We cancel this Service Contract for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. If We cancel this Service Contract for material misrepresentation of a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Washington: What is excluded from coverage is limited to that which is expressly stated under the "WHAT IS NOT COVERED" section of this Service Contract. CANCELLATION 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. The State of Washington is the jurisdiction for any civil action in connection with this Contract.

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

The CANCELLATION section is deleted and replaced as follows: You may cancel this Service Contract at any time. 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 45 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.

For a Service Contract 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. 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.

Unauthorized repairs may not be covered.

The GUARANTY section 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.

Wyoming: THE FURNITURE PRODUCTS ONLY OPTION IS NOT AVAILABLE TO RESIDENTS OF WYOMING.

These terms & conditions are available on the Administrator's website at www.MySmartGuard.com or by calling 1-877-308-8071.