

Protection Plan Terms and Conditions

Please read these Terms and Conditions carefully so that You fully understand Your coverage under this protection plan (the "Protection Plan").

Please also review the Order Summary and/or purchase receipt provided to You at the time You purchased this Protection Plan.

1. DEFINITIONS:

"We", "Us" and "Our" shall mean the obligor of this Protection Plan, CE Care Plan Corp except as follows: In California, "We", "Us" and "Our" shall mean SquareTrade, Inc.; in Arizona, Oklahoma, and Wyoming, "We", "Us" and "Our" shall mean Complete Product Care Corp. The aforementioned are located at 600 Harrison Street, Suite 400, San Francisco, CA 94107. In Florida, "We", "Us" and "Our" shall mean First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, FL 32224. In Washington, "We", "Us" and "Our" shall mean Protection Plan Group, Inc., 600 Harrison Street, Suite 400, San Francisco, CA 94107. You may reach Us at 833-763-0688.

"Administrator" shall mean SquareTrade, Inc. located at 600 Harrison Street, Suite 400, San Francisco, CA 94107 with a telephone number: 833-763-0688.

"You", "Your" shall mean the individual or entity who purchased this Protection Plan or the individual or entity to whom this Protection Plan was properly transferred in accordance with these Terms and Conditions.

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

Coverage Start Date: This is the date of purchase of this Protection Plan.

Coverage Term or Term: This is the term of coverage You receive under this Protection Plan. For General Merchandise Protection Plans, the Coverage Term shall be the term indicated on Your receipt for Your Protection Plan plus the original manufacturer's labor warranty and if no such labor warranty exists, plus the original manufacturer's warranty. For Water Heater Protection Plans, the Coverage Term shall be the term indicated on Your receipt for Your Protection Plan plus the original manufacturer's labor warranty. In the absence of a manufacturer's warranty, the Coverage Term shall be the term indicated on Your receipt for Your Protection Plan plus the expiration of the Retailer's in-store return policy. For Major Appliance Protection Plans, the Coverage Term will either be three (3) or five (5) years from the Coverage Start Date, as indicated on Your receipt for Your Protection Plan.

Covered Product(s) or Product(s): The product(s) or type of product covered by this Protection Plan.

Coverage Amount: The cost of a replacement item of like kind, quality and functionality of the Covered Product up to the purchase price of the Product(s), including taxes but exclusive of any fees, and/or a number of claims, as identified in the Order Summary.

Coverage Type: This defines the level of coverage You purchased, such as whether Your Protection Plan includes optional coverage, as described in Section 4.

2. YOUR RESPONSIBILITIES:

- (A) Purchase the correct Protection Plan for Your Product based on condition, price and purchase location from the same retailer from whom You purchased Your Product.
- (B) Retain and provide Us with a complete copy of proof of purchase. You can send Us a digital copy through www.hdprotectionplan.com and We can store it for You, or You can provide such proof of purchase at the time You make a claim.
- (C) Properly maintain, inspect, store, care (including clean) and/or use Your Product according to the manufacturer instructions, and if Your Product becomes damaged, You must take necessary steps to protect against any further damage. If We determine that any loss or damage has occurred as a direct result of not performing any of the foregoing, Your claim will be denied.

3. COVERAGES AND TERMS:

This Protection Plan will cover a mechanical or electrical failure of the Product(s) during normal usage for the Term of this Protection Plan. This Protection Plan is inclusive of any manufacturer's warranty that may exist during the Coverage Term. It does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. Replacement parts will be new, rebuilt or non-original manufacturer's parts that perform to the factory specifications at Our sole option in compliance with state and Federal law.

A. MAJOR APPLIANCE PLANS:

This Protection Plan provides coverage for Your Product where the problem is the result of a failure caused by

- (1) Defects in materials and/or workmanship; or

- (2) Operational failure resulting from a power surge while properly connected to an electrical outlet in accordance with the manufacturer's instructions. The unstacking and restacking of washer and dryers is included if it is necessary to service Your Product (this benefit is only available after expiration of the manufacturer's labor warranty).

B. WATER HEATER PLANS:

This Protection Plan provides coverage for Your Product where the problem is the result of a failure caused by either

- (1) defects in materials and/or workmanship or
- (2) operational failure resulting from a power surge while properly connected to an electrical outlet in accordance with the manufacturer's instructions. This Protection Plan will cover the cost of labor to repair the water heater and the cost for reinstallation in the event Your water heater needs to be replaced. This Protection Plan does not provide coverage for tankless or Hotpoint water heaters.

C. FURNITURE AND RUG PLANS:

This Protection Plan covers furniture and rugs that are used for personal, family or household purposes or in a small office or home office setting, and which are constructed of or with upholstered fabric, microfiber, coated fabrics, A&P leather, bonded leather, bycast leather, vinyl, wood, glass, laminates, metal, and stone. This Protection Plan does not cover furniture or rugs that are constructed of or with upholstered silk.

- (1) FURNITURE: This Protection Plan provides coverage for Your Product (or the affected part of Your Product) for any combination of the following, so long as each such coverage has been offered and purchased at the time of sale:
 - (A) STANDARD: where the problem occurs as a result of normal use of the Product, as follows: seam separation; broken hardware and pulls; separation of joints and welds; structural defects to frames, cases, seat or back construction; broken hinges, casters, slides, drawer pull/guides or swivels; and damaged mechanical elements. If PLUS coverage was offered and purchased at the time of sale, this Protection Plan also provides coverage for: cracks; peeling of veneers; chips; gouges; bubbling; and cracking, warping or peeling of finish. Plus coverage is not available for outdoor furniture.
 - (B) ACCIDENTAL OR PREMIUM: where damage is from unintentional stains attributed to a single occurrence (excluding accumulation), rips, tears, burns, punctures, gouges, chips, dents, breakage and chips to glass on tables, desks, wall units and cabinets; breakage, chipping and/or loss of silvering to mirrors. If PLUS coverage was offered and purchased at the time of sale, this Protection Plan also provides coverage for: cracks; peeling of veneers; chips; gouges; bubbling; and cracking, warping or peeling of finish. Plus coverage is not available for outdoor furniture.
- (2) RUG: This Protection Plan provides coverage for Your Product (or the affected part of Your Product) for any combination of the following, so long as each such coverage has been offered and purchased at the time of sale:
 - (A) STANDARD: unintentional stains attributed to a single occurrence (excluding accumulation).
 - (B) ACCIDENTAL OR PREMIUM: unintentional stains attributed to a single occurrence (excluding accumulation), plus rips, tears, burns and punctures.
- (3) ADJUSTABLE BED: This Protection Plan provides coverage for Your Product (or the affected part of Your Product) for any defective: frames; welds; mechanisms, including inclining, reclining, heating, and vibrating; electrical components, including motors, wiring, and remote operation devices.

D. MATTRESS PROTECTOR PLANS:

This Protection Plan covers mattress protectors and mattresses (excluding box springs) purchased and used concurrently with a covered mattress protector and that are used for personal, family or household purposes. If You purchase this Mattress Protector Protection Plan, You will receive a mattress protector at or around the same time as You receive Your mattress. This Protection Plan provides coverage for Your Product (or the affected part of Your Product) where the problem is a result of a failure caused by:

- (1) Defects in materials and/or workmanship of the mattress protector (excluding defects covered by the manufacturer's warranty); and

- (2) Unintentional stains attributed to a single occurrence (excluding accumulation). The foregoing stain coverage does not include stains from incontinence, hair and body oils, perspiration, dyes, paints, bleaches, flooding, rust, fire (including cigarette burns), smoke, or other caustic materials as determined by Us.

E. MULTI-ITEM PLANS:

If multi-item coverage has been offered and purchased at the time of sale as part of Your Protection Plan, this Protection Plan may cover the items identified as Products, as described herein. You may be required to register all of the Products under this multi-item Protection Plan.

F. ALL OTHER PRODUCT PLANS:

This Protection Plan provides coverage for Your Product where the problem is the result of a failure caused by:

- (1) Defects in materials and/or workmanship;
- (2) Defective pixels, for which We will match the manufacturer's warranty for the Term of Your Protection Plan. In the absence of a manufacturer's dead pixel policy, We will cover:
 - (A) Six (6) or more defective pixels for displays up to 17";
 - (B) Eight (8) or more defective pixels for displays greater than 17".
- (3) Operational failure resulting from a power surge while properly connected to an electrical outlet in accordance with the manufacturer's instructions.

G. BUSINESS USE PLANS:

If You were offered and purchased business use coverage on Your Product via a specific business program intended for commercial, educational, rental or industrial purposes, this Protection Plan provides coverage for Your Product as described herein, except that Section 7(A.23) shall not apply.

4. OPTIONAL COVERAGES:

If You were offered and purchased a Protection Plan with any of the coverages listed below, the coverage augments Your Protection Plan as further described below.

A. ACCIDENTAL DAMAGE FROM HANDLING (AD):

AD Plans provide additional protection for damage from drops, spills and liquid damage associated with the handling and use of Your Product. AD does not provide protection against theft, loss, reckless, or abusive conduct associated with handling and use of Your Product, cosmetic damage and/or other damage that does not affect the functionality of Your Product, or damage caused during shipment between You and Our service providers.

B. FOOD SPOILAGE:

If You were offered and purchased a Protection Plan with reimbursement for food spoilage, We will reimburse You for food loss from Your refrigerator or freezer which suffered a mechanical or electrical breakdown up to \$300 per claim (reimbursement amount is described on Your Protection Plan). You will be required to document Your food loss when you file your claim at www.hdprotectionplan.com or by calling Us at 833-763-0688.

C. COSMETIC AND PREVENTATIVE MAINTENANCE PARTS (ONLY AVAILABLE FOR MAJOR APPLIANCE, TRACTOR AND LAWN MOWER PROTECTION PLANS):

If You were offered and purchased a Protection Plan which included reimbursement for cosmetic and preventative maintenance parts, upon submission of Your request, We will reimburse You for fifty percent (50%) of the purchase price of the cosmetic and preventative maintenance parts (up to \$500 during the Coverage Term) to keep Your Product in good working order. Cosmetic parts include drip pans, freezer and refrigerator shelves and drawers, range and oven knobs, range heating elements or grates and trim kits. Preventative maintenance parts for Major Appliances include air filters, aluminum vents, coil brushes, dryer lint brushes, washer fresheners, hoses, water filters and water lines. Preventative maintenance parts for Tractors and Lawn Mowers include batteries, belts, blades, filters, oil, spark plugs, and tires. All preventative maintenance parts must be purchased from Home Depot U.S.A. Inc. ("Home Depot"). You must provide proof of purchase of such parts when you file your claim at www.hdprotectionplan.com or by calling Us at 833-763-0688. Home Depot will not apply the reimbursement to the purchase of the cosmetic and preventative maintenance parts.

D. NO SERVICE CLAIM REIMBURSEMENT:

If You were offered and purchased a Major Appliance Protection Plan which included a no service claim reimbursement offer (only available for some Protection Plans with Coverage Term of three or five years), upon submission of Your request, We will reimburse You thirty percent (30%) of Your Protection Plan Price (exclusive of taxes and other fees) if You have not made a service claim during the Coverage Term. You must submit your request within sixty (60) days of expiration of the Coverage Term. Please note that requests for reimbursement for food spoilage or reimbursement for the purchase of maintenance and/or cosmetic parts do not constitute a service claim.

E. SERVICE GUARANTEE (ONLY AVAILABLE FOR MAJOR APPLIANCE PROTECTION PLANS):

Except for repairs requiring service and/or parts provided by the manufacturer, if We do not repair Your Major Appliance Product or otherwise complete your Protection Plan within seven (7) days of Our initial service visit, You will be eligible to receive fifty dollars (\$50) as a one-time courtesy payment (this benefit is only available after expiration of the manufacturer's warranty and provided you file your claim at www.hdprotectionplan.com or by calling Us at 833-763-0688).

F. SMART HOME SETUP:

If You were offered and purchased a Protection Plan with Smart Home Set Up & Support, We will provide tech support to install or connect Your smart or Wi-Fi enabled Product during the first year after the later of the purchase and delivery date. You may contact us at www.hdprotectionplan.com or 833-763-0688 to utilize the Smart Home Set Up & Support.

5. WHAT TO DO IF A PRODUCT REQUIRES SERVICE:

A. ALL PROTECTION PLANS:

File a claim online at www.hdprotectionplan.com or call Us toll-free at 833-763-0688 and explain the problem. We will attempt to troubleshoot the problem You are experiencing. Depending on Your Product, We may, at Our discretion, require You to submit pictures (and, if Your Product is a major appliance, audio or video) of the damage or defect for which You are making a claim, or to submit other necessary documentation to process Your claim. If We cannot resolve the problem, We will service Your Product as described below. In the event your Product is being serviced when the Term expires, We will continue to service your claim until the service has been completed.

If applicable, we recommend that You back up all data on Your Product prior to obtaining service, as repairs to Your Product may result in the deletion of data.

Depending on the Product and failure circumstances, at Our discretion, We will either:

- Repair Your Product (on-site, mail-in or local repair service may be available, in Our discretion) utilizing licensed and/or authorized repair personnel if applicable. Within three (3) business days of determining Your Major Appliance Product requires on-site service, We will offer You an appointment with Our authorized service center technician to repair or replace the Major Appliance Product at Your location during normal business hours (this service guarantee is not available if Your Major Appliance Product is in Puerto Rico). If We fail to offer an appointment with Our authorized service center technician within that timeframe, We will continue to service Your Product and You will be eligible to receive a \$50 Home Depot e-gift card or check (you may go to www.hdprotectionplan.com or call Us at 833-763-0688 to request your gift card or check). If Your Product is a Major Appliance and the repair is reliant on a part that is back-ordered for more than five business days, You may wait for the part or request a replacement for or reimbursement of Your Product. If Your Product requires off-site repair but is too large to ship, We will pay for pickup and delivery of Your Product;
- Replace Your Product with a product of like kind, quality and functionality (replacement products may retail at a lower price than Your original Product); or
- Provide a Home Depot eGift Card or check reflecting the purchase price of Your Product including taxes but exclusive of any other fees.

B. ADDITIONALLY FOR FURNITURE, RUG, AND MATTRESS PLANS:

Claims must be filed within ninety (90) days from the date of occurrence of the stain or damage. If We elect to repair Your Product, We will, at Our option,

- (1) provide cleaning or repair advice,
- (2) mail You a stain removal kit, including products to aid in stain removal,
- (3) mail You a parts kit to replace missing or broken parts, and/or
- (4) arrange for on-site service.

Please note that We cannot guarantee that any such repair or replacement will result in exact matches (such as color matches) with the original Product due to differences in dye lots, natural grains, external conditions, or other similar reasons.

In the case of a mattress protector Protection Plan, We may also, at Our option, provide You with a replacement mattress protector.

6. LIMIT OF LIABILITY:

We will have satisfied all of our obligations under this Protection Plan in the event that We provide a replacement item of like kind, quality and functionality of the Covered Product or if We provide a Home Depot eGift Card or check reflecting the Coverage Amount.

7. WHAT IS NOT COVERED:

A. ALL PROTECTION PLANS:

- (1) Any and all pre-existing conditions that occur prior to the Coverage Start Date of this Protection Plan;
- (2) Natural flaws or inherent design;
- (3) Intentional damage;
- (4) Lost, stolen, or irretrievable items;
- (5) Any Product that is fraudulently described or materially misrepresented;
- (6) Secondary or collateral damage;
- (7) Costs associated with required licensing, permits, or other parts required for the installation or reinstallation of a product;
- (8) Except as otherwise provided, maintenance, service, repair or replacement necessitated by loss or damage resulting from any cause other than normal use, storage and operation of the Product in accordance with the manufacturer's specifications and owner's manual;
- (9) Damage caused by exposure to weather conditions, improper electrical/power supply, improper equipment modifications, add-on products or accessories, attachments or installation or assembly, collision with any other object, vandalism, animal or insect infestation, corrosion, battery leakage, act of nature (any accident caused or produced by any physical cause which cannot be foreseen or prevented, such as storms, perils of the sea, tornadoes, hurricanes, floods and earthquakes) or any other force majeure or peril originating from outside the Product;
- (10) Damage caused by "accumulation," including, without limitation, damage from any repeated use or gradual buildup of dirt, dust, oils or similar, such as hair and body oils, perspiration or darkened bodily contact areas;
- (11) Damage caused by: any improper care, negligence, neglect, intentional acts, misuse or abuse of the Product; any repair, replacement or handling of the Product other than as recommended or authorized by the manufacturer and/or Us; or any failure to comply

with the manufacturer's warranty;

- (12) Damage caused by cleaning methods, products or materials;
- (13) Defects due to the installation, assembly or hookup of Your Product;
- (14) Damage caused by transit, delivery, redelivery, removal or reinstallation of the Product, or the Product being moved between different locations or into or out of storage, including damage caused by packing or unpacking of the Product;
- (15) Claims made under any improperly or incorrectly purchased Protection Plan;
- (16) Except as otherwise provided, "cosmetic damage," defined as any damages or changes to the physical appearance of a Product that does not impede or hinder its normal operating function as determined by Us, such as scratches, abrasions, peelings, dents, kinks, changes in color, texture, or finish or similar conditions;
- (17) Television or personal computer monitor screen imperfections, including "burn-in" or burned CRT phosphor;
- (18) Accidental damage or liquid damage unless ADH coverage was offered and purchased as part of Your Protection Plan;
- (19) Projector or rear projection TV bulbs;
- (20) Consumer replaceable or consumable batteries unless battery coverage has been offered and purchased as part of Your Protection Plan;
- (21) Except as otherwise provided in Section 4.C, consumer replaceable or consumable items including but not limited to toner, ribbons, ink cartridges, drums, belts, printer heads, blades, strings, and trim;
- (22) Except as otherwise provided, any product used for heavy commercial, educational, rental or industrial use;
- (23) Product(s) with removed or altered serial numbers;
- (24) 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);
- (25) Damage to computer hardware, software and data or loss of software or 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 re-installation of any software or data;
- (26) "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Product (such as poor cell phone reception);
- (27) Any Product, that is sold "as-is";
- (28) A Product that is no longer in Your possession and for which the Plan was not transferred to the new owner according to the procedure in Section 11; Any failure, damage, repairs or loss that is covered under any other protection plan, warranty, service plan or insurance;
- (29) 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.

B. ADDITIONALLY FOR FURNITURE, RUG AND MATTRESS PROTECTOR PLANS:

- (1) Products made of "X" coded fabric, dry cleaning only fabric, non-colorfast fabric, or silk fabric;
- (2) Natural flaws, inherent design defects or manufacturer's defects, including, but not limited to, natural inconsistencies in wood grains, fabrics, coloring or leathers; wood stains; delamination of microfiber; manufacturer's defects of leather or upholstery;
- (3) Stains caused by from incontinence, hair and body oils, perspiration, paints, dyes, bleaches, flooding, rust, fire (including cigarette burns), smoke or other caustic materials as determined by Us;
- (4) Damage caused by the application of topical treatments to the Product;
- (5) Damage to the Product caused by gum, mold or mildew, fading, color loss, non-stain related discoloration, dust corrosion or similar;
- (6) Odors, pet or animal damage from teeth, beaks, or claws;
- (7) Splitting, cracking and/or peeling of A&P leather, bonded leather, bycast leather or coated fabrics;
- (8) Scratches of any type;
- (9) Loss of resiliency;
- (10) Separation of seams along mattress seam lines.

8. NO LEMON POLICY:

If Your Product has two (2) service repairs completed for the same failure and a third (3rd) repair is needed for the same failure, during the Coverage Term, the Product will be replaced with a comparable product or a Home Depot eGift Card or check for the Coverage Amount will be provided. The cost of the replacement will not exceed Your Product's Coverage Amount, except that, in the case of multi-item Protection Plans, replacements may not, in the aggregate, exceed the Coverage Amount. This no lemon policy is not applicable to problems resulting from AD nor is it applicable to any replacement products.

9. FREE SHIPPING:

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

10. WORLDWIDE SERVICE:

The coverage provided in this Protection Plan also applies when You travel outside of the United States. If Your Product needs repair while traveling abroad, You may file a claim online at www.hdprotectionplan.com or by calling 833-763-0688 to obtain a claim authorization number.

At that time, You will be instructed on how to proceed to obtain service. Once You have obtained Your claim authorization number, You will need to take Your Product to a service center and then submit to Us a copy of the detailed service repair invoice that identifies Your Product, the claim authorization number, and includes a thorough description of the repair made. We will reimburse You within five (5) business days of receipt of all necessary paperwork, provided a covered repair was performed.

11. TRANSFER OF PROTECTION PLAN:

This Protection Plan may be transferred at no charge. To transfer this Protection Plan contact Us toll-free at 833-763-0688 or log in to www.hdprotectionplan.com 24 hours a day, 7 days a week.

12. CANCELLATION; RENEWAL:

- (A) You may cancel this Protection Plan for any reason at any time. To cancel it, log in to www.hdprotectionplan.com or contact Us toll-free at 833-763-0688 24 hours a day, 7 days a week. If You cancel this Protection Plan within the first ninety (90) days after purchase of this Protection Plan You will receive a 100% refund of the Protection Plan Price. 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.
- (B) **We may cancel this Protection Plan at Our option on the basis of nonpayment, fraud, or material misrepresentation by You or for any reason on forty-five (45) days' written notice to You.** If We cancel Your Protection Plan, You will receive a 100% pro rata refund of the unearned of the Protection Plan Price. 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. Written notice which includes the effective date of cancellation and reason for cancellation, will be mailed to You at least thirty (30) days prior to termination. If We cancel this Protection Plan for nonpayment then We will provide notice at time of cancellation.
- (C) We may offer You the opportunity to renew this Protection Plan in our discretion.

13. ARBITRATION:

Please read this arbitration provision carefully. It affects Your rights. For purposes of this Section 13, "We" and "Us" includes Home Depot U.S.A., Inc. and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of Your concerns about this Program can be addressed simply by contacting Us at 833-763-0688. In the unlikely event We cannot resolve any disputes, including any claims under the Protection Plan, that You or We may have, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

This Protection Plan evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this section. This section shall survive the termination of this Protection Plan.

This section is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to this Protection Plan or to the relationship between You and Us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose before this Protection Plan was entered into by You and Us or that arises after Protection Plan is terminated; and (3) that currently is the subject of a purported class action litigation in which You are not a member of a certified class. Notwithstanding the foregoing, this section does not preclude You from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf.

If You or We intend to seek arbitration You and We must first send to the other a written Notice of Claim ("Notice") by certified mail. Your Notice to Us should be addressed to: SquareTrade, Inc., 600 Harrison Street, Suite 400, San Francisco, CA 94107, Attn: Legal Department. The Notice must describe the dispute and state the specific relief sought. If You and We do not resolve the dispute within thirty (30) days of receipt of the Notice, You or We may initiate an arbitration proceeding with the American Arbitration Association ("AAA"). You can obtain the forms necessary to initiate an arbitration proceeding by visiting www.adr.org or by calling 1-800-778-7879. After We receive notice that You have commenced arbitration, We will reimburse You for payment of any filing fee to the AAA. If You are unable to pay a required filing fee, We will pay it if You send a written request by certified mail to: SquareTrade, Inc., 600 Harrison Street, Suite 400, San Francisco, CA 94107, Attn: Legal Department. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "Arbitration Rules") in effect at the time the arbitration is initiated and as modified by this section. You can obtain a copy of the Arbitration Rules by visiting www.adr.org or by calling 1-800-778-7879.

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this section. All issues are for the arbitrator to decide, including the scope of this section, with the exception that issues relating to the enforceability of this section may be decided by a court. Unless You and We agree otherwise, any arbitration hearings will take place in the county or parish of Your billing address. If Your dispute is for ten thousand dollars (\$10,000) or less, You may choose to conduct the arbitration hearings either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If Your dispute is for more than ten thousand dollars (\$10,000), the right to arbitration hearings will be determined by the Arbitration Rules. We will pay

all filing, administration and arbitrator fees for any arbitration initiated pursuant to this section, unless Your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the payment of such fees shall be governed by the Arbitration Rules.

At the conclusion of the arbitration hearings, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the decision is based. If the arbitrator finds in Your favor and issues a damages award that is greater than the value of the last settlement offer made by Us or if We made no settlement offer and the arbitrator awards You any damages, We will: (1) pay You the amount of the damages award or seven thousand five hundred dollars (\$7,500), whichever is greater; and (2) pay Your attorney, if any, twice the amount of the attorney's fees and the actual amount of any expenses reasonably incurred when pursuing Your dispute in arbitration. You and We agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. The arbitrator may resolve any disputes regarding attorney's fees and expenses either during the arbitration hearings or, upon request, within fourteen (14) days of the arbitrator's written decision. While the right to the attorney's fees and expenses discussed above is in addition to any right You may have under applicable law, neither You nor Your attorney may recover duplicate awards of attorney's fees and expenses. Although We may have the right under applicable law to recover attorney's fees and expenses from You if We prevail in the arbitration, We hereby waive the right to do so.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Unless You and We agree otherwise, the arbitrator may not consolidate the dispute of another person with Your or Our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this section is found to be unenforceable, then the entirety of this section shall be null and void.

14. GUARANTEE:

This is not an insurance policy. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by Allstate Insurance Company, 2775 Sanders Rd, Northbrook, Illinois 60062 and You may contact them toll free at 1-800-669-9313. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Allstate Insurance Company.

15. ENTIRE CONTRACT:

Unless amended by the State Specific Provisions or revised by Us with at least thirty (30) days advance written notice to You, this Protection Plan sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.

State Variations:

The following state variations shall apply if inconsistent with any other terms and conditions.

Alabama: If You are a resident of Alabama, to the extent that any term in Section 13 "Arbitration" conflicts with any of the following, the following shall prevail and shall replace such term in Section 13 "Arbitration": The laws of the state of Alabama (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Protection Plan and all transactions contemplated by this Protection Plan, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Protection Plan. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider.

Arizona: Section 7(A.1) "What is Not Covered" of these Terms and Conditions is deleted in its entirety. We will not cancel the Protection Plan for a preexisting condition that is known or that reasonably should have been known by Us. If You are a resident of Arizona, to the extent that any term in Section 13 "Arbitration" conflicts with any of the following, the following shall prevail and shall replace such term in Section 13 "Arbitration": Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.I.F.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Protection Division of the A.D.I.F.I. at 800-325-2548.

Arkansas: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Protection Plan to the Us.

California: If You decide to cancel Your Protection Plan for a product other than a home appliance or electronics item within sixty (60) days after the receipt of the Protection Plan You will be refunded the full price paid for the Protection Plan. If You decide to cancel Your Protection Plan for this type of item after sixty (60) days after the receipt of the Protection Plan You will receive a pro-rated refund based on the time remaining on Your Protection Plan. All Protection Plans for home appliance or home electronics are covered by the "Cancellation" section of the Protection Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of this Protection Plan to Us. If You return and relinquish the Covered Product back to the seller, You may cancel this Protection Plan and You will receive a pro-rated refund based on the time remaining on Your Protection Plan.

Colorado: Only the original purchaser may exercise the cancellation terms found in Section 12(A).

A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider. If You cancel after 30 days, or if You cancel after a claim has been made, any refund will be reduced by the amount paid in connection with the claim.

Connecticut: Resolution of Disputes: If You purchased this Protection Plan in Connecticut and a dispute arises between You and the provider of this Protection Plan. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Protection Plan. You must first attempt to mediate any dispute. In the event that mediation is unsuccessful You may pursue arbitration to settle disputes between You and the provider of this Protection Plan. You have the right to cancel this Protection Plan if You return the product or if the product is sold, lost, stolen, or destroyed. If We cancel this Protection Plan, written notice including effective date and reason for cancellation will be mailed to You electronically or by U.S. Mail at least 30 days prior to termination.

D.C.: Only the original purchaser may exercise the cancellation terms found in Section 12(A). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider. If You cancel after 30 days, or if You cancel after a claim is has been made, any refund will be reduced by the amount paid in connection with the claim. If we cancel for any reason other than nonpayment of the Protection Plan Price, We will refund 100% of the unearned pro rata provider fee, less any claims paid.

Florida: The rates charged to You for this Protection Plan are not subject to regulation by the Florida Office of Insurance Regulation. The Guarantee, in Section 14, does not apply to Protection Plans sold in Florida as this Protection Plan is directly issued by the insurer, First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, FL 32224, 1-800-621-4871. In the event You cancel this Protection Plan, We will provide you a refund of 90% of the unearned pro rata premium less any claims paid. If We cancel this Protection Plan, We will provide a refund of 100% of the unearned pro rata premium less claims paid.

Georgia: We may not cancel this Protection Plan except for fraud, material misrepresentation, or failure to pay the consideration due therefore. You may cancel at any time and We will refund You the excess of the consideration paid for this Protection Plan above the customary short rate for the expired term of this Protection Plan. Cancellation will comply with Section 33-24-44 of the Georgia Code. Failure to refund in accordance with the aforementioned Section will make Us liable for penalty equal to 25% of refund and interest of 18% per annum until refund is paid, not to exceed 50% of refund. Arbitration is non-binding. Section 7(A.1) "What is Not Covered" of these Terms and Conditions is deleted in its entirety and replaced with the following: Any and all pre-existing conditions known to You that occur prior to the Coverage Start Date of this Protection Plan.

Hawaii: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider. Only the original purchaser may exercise the cancellation terms found in Section 12(A).

Maine: Only the original purchaser may exercise the cancellation terms found in Section 12(A). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to the provider. If You cancel after 30 days, or if You cancel after a claim has been made, any refund will be reduced by the amount of paid in connection with the claim. If We cancel this Protection Plan for a reason other than nonpayment of the Protection Plan Price, We shall refund 100% of the unearned pro rata provider fee.

Maryland: Only the original purchaser may exercise the cancellation terms found in Section 12(A). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider.

Minnesota: Only the original purchaser may exercise the cancellation terms found in Section 12(A). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider.

Missouri: Only the original purchaser may exercise the cancellation terms found in Section 12(A). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider.

Nevada: The defined term Protection Plan Price shall be amended to read as follows: The price You paid for this Protection Plan, as described in your receipt, which shall be a part of this Protection Plan. This Protection Plan is not renewable. If We cancel this Protection Plan for nonpayment by You, then We will provide notice at least 15 days prior to the effective date of cancellation. We may cancel this Protection Plan at Our option on the basis of nonpayment, fraud, or material misrepresentation by You. If We cancel this Protection Plan for any of these reasons, then written notice including the effective date and reason for cancellation will be mailed to You at least 30 days prior to termination. We will not cancel this Protection Plan if it has been in effect for 70 days except for nonpayment, Your conviction of a crime which results in an increase in the service required under the service contract, fraud, material misrepresentation, or discovery of an act or omission by You or Your violation of any condition of this Protection Plan which occurred after the effective date and which substantially and materially increases the service required under this Protection Plan. Prior approval of service should be obtained as outlined in "WHAT TO DO IF A PRODUCT REQUIRES SERVICE" or "WORLDWIDE SERVICE" in the Protection Plan. If You are not satisfied with the manner in which We are handling the claim on the contract, You may contact the Nevada Division of Insurance toll-free at 1-888-872-3234. A ten percent (10%) penalty per 30-day period shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider. **WAITING PERIOD: THIS IS THE AMOUNT OF TIME, VARYING FROM ZERO (0) TO THIRTY (30) DAYS, BETWEEN THE PROTECTION PLAN PURCHASE DATE AND THE COVERAGE START DATE.**

New Hampshire: In the event You do not receive satisfaction under this Protection Plan, you may contact the New Hampshire insurance department at New Hampshire Insurance Department 21 South Fruit Street, Suite 14 Concord, NH 03301 at 1 (800) 852-3416.

New Jersey: If You are a resident of New Jersey, the following shall replace Section 14 "Guarantee" of these Terms and Conditions: This is not an insurance policy. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, FL 32224, 1-800-621-4871. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against First Colonial Insurance Company. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider.

New Mexico: This service contract is insured by Allstate Insurance Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within 60 days of Your submission of a valid claim, You may submit Your claim to Allstate Insurance Company at 2775 Sanders Rd, Northbrook, Illinois 60062, 1-800-669-9313. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674. Only the original purchaser may exercise the cancellation terms found in Section 12(A). A ten percent (10%) penalty per thirty day period, or portion thereof, shall be added to a refund that is not paid or credited within sixty (60) days after return of this Protection Plan to the provider. We will not cancel this Protection Plan if it has been in effect for 70 days except for nonpayment, Your conviction of a crime which results in an increase in the service required under this Protection Plan, fraud, material misrepresentation, or discovery of an act or omission by You or Your violation of any condition of this Protection Plan which occurred after the effective date and which substantially and materially increases the service required under this Protection Plan.

New York: Only the original purchaser may exercise the cancellation terms found in Section 12(A). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of this Protection Plan to the provider.

Oklahoma: This Protection Plan is not issued by the manufacturer or wholesale company marketing the product. This Protection Plan will not be honored by such manufacturer or wholesale company. The Oklahoma Service Agreement statutes do not apply to commercial use references in Protection Plan contracts. This is not an insurance contract. Coverage afforded under this Protection Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. If You cancel after the first thirty (30) days from purchase of this Protection Plan, You will receive a one hundred percent (100%) unearned pro rata refund based on the time remaining of Your Protection Plan. The Service Warranty Provider for this Protection Plan is Complete Product Care Corp, 600 Harrison Street, Suite 400, San Francisco, CA 94107, License Number 44200878.

Oregon: Arbitration: If You are a resident of Oregon, to the extent that any term in Section 13 "Arbitration" conflicts with any of the following, the following shall prevail and shall replace such term in Section 13 "Arbitration": Any arbitration occurring under this Protection Plan shall be voluntary, mutually agreed upon and occur in a location agreed upon by both parties and be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement. Any award rendered shall be a nonbinding award against You.

Puerto Rico: Cancellation: In the event of cancellation after the first ninety (90) days of purchase of the Protection Plan but before the expiration of the manufacturer's warranty, You will be refunded the full amount You paid for the Protection Plan, less a pro-rata adjustment for the earned amount, as long as it does not exceed the product of \$65.00 multiplied by every year that the Protection Plan has been in effect before the expiration of the manufacturer's warranty. If in excess, Your refund will only be reduced by the result of such product.

If this Protection Plan was inadvertently sold to You on a product which was not intended to be covered by this Protection Plan, and you have not made a claim to the Provider, We will cancel this Protection Plan and return the full purchase price of the Protection Plan to You and written notice including effective date and reason for cancellation will be mailed to You at least 30 days prior to termination. Your refund will be sent to You within thirty (30) business days from the cancellation request or else a ten percent (10%) penalty per month shall be applied to the refund.

South Carolina: In the event of a dispute with the provider of this Protection Plan, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or 1-800-768-3467. This Protection Plan is not an insurance contract. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider.

Texas: The administrator for this Protection Plan is SquareTrade, Inc. registration number 155. Only the original purchaser may exercise the cancellation terms found in Section 12(A). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Protection Plan to the provider.

Utah: Replacement parts will be new, rebuilt or non-original manufacturer's parts that perform to the factory specifications of the Covered Product at Our sole option. Coverage afforded under this Protection Plan is not guaranteed by the Property and Casualty Guaranty Association. This Protec-

tion Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **Cancellation:** If You are a resident of Utah, the following shall replace the second paragraph of Section 12 "Cancellation" of these terms and conditions: Notice of cancellation for material misrepresentations, substantial changes in risk, or substantial breaches of contractual duties, conditions, or warranties will be given in writing at least thirty (30) days prior to cancellation. 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. Written notice which includes the effective date of cancellation and reason for cancellation, will be mailed to You at least thirty (30) days prior to termination. Notice of cancellation for nonpayment of the purchase price of this Protection Plan will be in writing given at least ten (10) days prior to cancellation. **Arbitration:** If You are a resident of Utah, to the extent that any term in Section 13 "Arbitration" conflicts with any of the following, the following shall prevail and shall replace such term in Section 13 "Arbitration": ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

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

Washington: Only the original purchaser may exercise the cancellation terms found in Section 12(A). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of this Protection Plan to the provider.

Wisconsin: The term "Protection Plan" in these terms and conditions shall be understood to mean "Service Contract". **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** No claim will be denied solely because You failed to obtain preauthorization. This Service Contract, including optional AD coverage, does not provide coverage for intentional damage and/or pre-existing conditions that occur prior to the Coverage Start Date. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by Allstate Insurance Company. Allstate Insurance Company is located at 2775 Sanders Rd, Northbrook, Illinois 60062 and You may contact them toll free at 1-800-669-9313. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, or if We become insolvent or financially impaired, You are entitled to make a claim directly against Allstate Insurance Company. **Arbitration:** The laws of the state of Wisconsin shall govern all matters arising out of or relating to this Service Contract. Arbitration is non-binding. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both You and We first address Our disagreement in an arbitration proceeding and obtain an arbitration award pursuant to this arbitration provision. **Cancellation:** We shall mail a written notice to You at the last-known address contained in Our records at least five (5) days prior to cancellation by Us. This notice will include the effective date of and reason for the cancellation. In the event of a total loss of property covered by a Service Contract that is not covered by a replacement of the property pursuant to the terms of the Service Contract, You shall be entitled to cancel the Service Contract and receive a pro rata refund on any unearned provider fee, less any claims paid. If a claim has been made under this Service Contract, You may cancel the Service Contract and We shall refund to You one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. We may charge a reasonable administrative fee for the cancellation, which may not exceed ten percent (10%) of the provider fee. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider.

Wyoming: The provider of the service contract shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the service contract holder to the provider or a substantial breach of duties by the service contract holder relating to the Covered Product or its use. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider. **Arbitration:** If You are a resident of Wyoming, to the extent that any term in Section 13 "Arbitration" conflicts with any of the following, the following shall prevail and shall replace such term in Section 13 "Arbitration": At the time of any disagreement, the parties may mutually agree to submit any matters of difference to arbitration by executing a separate written agreement. Any arbitration shall be conducted within the state of Wyoming.