

# SERVICE AGREEMENT

Congratulations on purchasing this Service Agreement. Please read these terms and conditions carefully so that you fully understand your coverage under this Agreement.

Please also review the Order Summary or purchase receipt provided to you at the time you purchased this Service Agreement. The Order Summary defines the Covered Product, Maximum Coverage Amount and Term of the Service Agreement.

## 1. DEFINITIONS:

“We”, “Us” and “Our” shall mean the obligor of this Service Agreement, CE Care Plan Corp except as follows: In California, “We”, “Us” and “Our” shall mean SquareTrade, Inc.; in Arizona and Wyoming, “We”, “Us” and “Our” shall mean Complete Product Care Corp. The aforementioned are located at 575 Market Street, 10th Floor, San Francisco, California, 94105. In Oklahoma, and Washington, “We”, “Us” and “Our” shall mean AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038; in Florida “We”, “Us” and “Our” shall mean Technology Insurance Company, Inc. (License No. 03605), 59 Maiden Lane, 6th Floor, New York, NY 10038. You may reach Us at 1-877 WARRANTY (1-877-927-7268).

Administrator shall mean SquareTrade, Inc. located at 575 Market Street, 10th Floor, San Francisco, California 94105 with a telephone number: 1-877 WARRANTY (1-877-927-7268).

### The following terms are used in the Order Summary

**Protection Plan Price:** The price you paid for this Service Agreement.

**Coverage Start Date:** This is the date when coverage starts under this Service Agreement.

**Waiting Period:** This is the amount of time from the Service Agreement Purchase Date during which if any issues occur, they are considered pre-existing conditions and render the item ineligible for coverage under this Service Agreement.

**Coverage Term:** This is the years of coverage, varying from one (1) to five (5) year(s), you receive under this Service Agreement, starting on the Coverage Start Date which begins after any Waiting Period. The Service Agreement is inclusive of any US 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. This term of this Agreement is extended for the duration of any time that the item is being repaired under this Service Agreement.

**Covered Product:** The product or type of product covered by this Service Agreement.

**Coverage Amount:** The maximum coverage amount of this Service Agreement.

**Coverage Type:** This defines the level of coverage such as whether your Service Agreement includes the optional Accidental Damage from Handling (ADH) coverage.

**Deductible:** The applicable deductible, if any, for claims.

## 2. COVERAGES AND TERMS:

This Agreement will cover a mechanical or electrical failure of the following eligible product(s) (“Product”) during normal usage for the Term of this Service Agreement if the Product is not covered under any other warranty, insurance policy, or service contract.

This Service Agreement does not cover repair or replacement of the Product for any of the causes or provide coverage for any losses set forth in the section entitled **WHAT IS NOT COVERED** below.

### A. CELL PHONES AND TABLETS:

i. This Plan provides coverage for parts and labor costs to repair or replace your Product where the problem is the result of a failure caused by:

1. Normal wear and tear;
2. Accidental damage from handling (ADH), such as damage from drops, spills and liquid damage associated with the handling and use of Your Product, if the coverage has been offered and purchased at the time of sale with your Service Agreement;
3. One (1) battery repair or replacement, when the original rechargeable battery is defective as determined by Us and at our sole discretion. We may require you to return your original defective battery to us to receive a replacement battery;
4. Damaged or defective buttons or connectivity ports located on Your Product;
5. Defective pixels when there are at least three (3) defective pixels throughout the entire display area;
6. Dust, internal overheating, internal humidity/condensation;
7. Defects in materials or workmanship;

ii. This Plan also provides the following additional benefits:

1. Online assistance for hardware troubleshooting tips, visit: <http://www.squaretrade.com> and select the Support option; and
2. Power surge/fluctuation protection. Please see section 11 “POWER SURGE PROTECTION” for details.

### B. JEWELRY AND WATCH PLANS:

i. **JEWELRY:** This plan provides coverage for parts and labor costs to repair the Jewelry where the problem is a result of a failure caused by defects in workmanship and/or materials, including those resulting from normal wear and tear such as: cracks, chips, scratches, dents, kinks, breaks, and thinning. You will be reimbursed for SquareTrade-authorized repairs to, or replacement of the Jewelry, at our discretion, when required due to a problem which is not covered under any other warranty, service plan or insurance.

ii. **WATCHES:** This plan provides coverage for parts and labor costs to repair the Watch where the problem is the result of a failure caused by defects in workmanship and/or materials, including those resulting from normal wear and tear such as: watch band, case, clasp, crown, cracked crystal, inner movement and stem. For watch band failure, we may elect to replace either segments of the band, the complete band, or the watch, at our discretion. You will be reimbursed for Square Trade-authorized repairs to or replacement of the Watch, at our discretion, when required due to a problem which is not covered under any other warranty, service plan or insurance.

iii. Specific details about Your coverage under this Plan are provided in the ORDER SUMMARY.

## C. ALL OTHER PRODUCTS:

i. This Plan provides coverage for parts and labor costs to repair or replace your Product where the problem is the result of a failure caused by:

1. Normal wear and tear;
2. Accidental damage from handling (ADH), such as damage from drops, spills and liquid damage associated with the handling and use of Your Product, if the coverage has been offered and purchased at the time of sale with your Service Agreement;
3. Dust, internal overheating, internal humidity/condensation;
4. Defects in materials or workmanship;
5. Power surge/fluctuation. Please see section 11 “POWER SURGE PROTECTION” for details.

ii. Specific details about Your coverage under this Plan are provided in the ORDER SUMMARY.

## 3. OPTIONAL COVERAGES:

### A. ACCIDENTAL DAMAGE FROM HANDLING (ADH):

If you were offered and elected to include accidental damage from handling (ADH) as an integral part of Your coverage program, it augments your Service Agreement by providing additional protection for damage from drops, spills and liquid damage associated with the handling and use of Your Product.

ADH does not provide protection against theft, loss, reckless, or abusive conduct associated with handling and use of the product, cosmetic damage and/or other damage that does not affect unit functionality, or damage caused during shipment between you and Our service providers.

### B. BULB COVERAGE:

If you were offered and elected to include bulb coverage on your rear-projection or DLP Television, your Service Agreement shall also include additional coverage of the bulb in your television (“Bulb Coverage”) for up to three (3) years from the start of the Service Agreement term. Bulb Coverage shall be in addition to the coverage of Your item describe under “Coverage Term” of the Service Agreement.

Bulb Coverage includes up to one (1) replacement of a faulty bulb during the first three (3) years of the Service Agreement. You will be responsible for replacing the faulty bulb, which we will provide to you in most occurrences or the cost for which we will reimburse you, as we determine. Bulb Coverage will terminate either at the end of three (3) years or when you have received a replacement bulb or reimbursement for the cost of a replacement bulb from us, whichever occurs first. You may be required to return the defective bulb to Us.

## 4. WHAT TO DO IF A COVERED PRODUCT REQUIRES SERVICE:

File online at [www.squaretrade.com](http://www.squaretrade.com) or call us toll-free at 1-877 WARRANTY (1-877-927-7268) and explain the problem. We will attempt to troubleshoot the problem you are experiencing. If we cannot resolve the problem, you will be directed to an authorized service center.

## 5. HOW WE WILL SERVICE YOUR ITEM:

Depending on the item and failure circumstances, We will either:

- A. Repair your Product, or
- B. Provide a cash settlement or a Gift Card reflecting the replacement cost of a new item of equal features and functionality up to the Coverage Amount, or
- C. Provide a new or refurbished product of equal features and functionality.

## 6. PLACE OF SERVICE:

At our discretion, large items will receive On-Site Service and we will arrange to repair or replace the Product at Your location during normal business hours. On-Site Service may occasionally necessitate the Service Provider to bring the unit back to their shop to complete repairs.

For shippable items, We will provide a free prepaid shipping label to our authorized service facility for repair, replacement or settlement. For fragile items like laptops, we may also provide you with a free prepaid Shipping Box to send your item to Us. You will be responsible for safe packaging and shipment. If the authorized service facility determines the item is in working condition or is not covered by Your Service Agreement, We will return the item to you or dispose of it at your request.

## 7. LIMIT OF LIABILITY:

The total amount that We will pay for repairs or replacement made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the Coverage Amount of the Product. In the event that We make payments for repairs or replacements, which in the aggregate, are equal to the Coverage Amount, or provide a cash settlement reflecting the replacement cost of a new item of equal features and functionality, We will have no further obligations under this Service Agreement.

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.

## 8. YOUR RESPONSIBILITIES:

- A. Provide us with a complete copy of proof of purchase. We can either store it for you or you can provide such proof of purchase at time of claim.
- B. Correctly select the right SquareTrade Protection Plan for your product based on condition, price or purchase location.
- C. Properly maintain, store and use your item according to the manufacturer instructions.

## 9. WHAT IS NOT COVERED:

- A. Any product fraudulently described or misrepresented by You;
- B. Maintenance, repair, or replacement necessitated by loss or damage resulting from any cause other than normal use and operation of the product in accordance with the manufacturer's specifications and owner's manual, including but not limited to, theft or loss, exposure to weather conditions, failure to properly clean, maintain or lubricate, operator negligence, misuse, abuse, improper electrical/power supply, improper equipment modifications, attachments or installation or assembly, vandalism, animal or insect infestation, battery leakage, or act of nature or any other peril originating from outside the product.
- C. Cosmetic damage to case or cabinetry or other non-operating parts or components which does not affect the functionality or the covered product.
- D. Television or personal computer monitor screen imperfections, including "burn-in" or burned CRT phosphor.
- E. Projector or rear projection TV bulbs unless that specific coverage has been offered and purchased at the time of sale with your Service Agreement.
- F. Damaged or defective LCD screens when the failure is caused by abuse or is otherwise excluded herein;
- G. All equipment intended for heavy commercial or industrial use such as industrial printers or IT equipment; riding mowers or back hoe type products;
- H. Accidental or intentional damage, cracked or damaged monitor, laptop or display screens, liquid damage, lost buttons or knobs etc., unless optional accidental damage from handling (ADH) coverage was offered and purchased at the time of sale with your Service Agreement;
- I. Conditions that were caused by You or known by You prior to purchasing this Service Agreement;
- J. Consumer replaceable or consumable batteries unless that specific coverage has been offered and purchased at the time of sale with your Service Agreement;
- K. Consumer replaceable or consumable items such as but not limited to toner, ribbons, ink cartridges, drums, belts, printer heads, belts, blades, strings, trim etc.;
- L. Product(s) with removed or altered serial numbers;
- M. 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);
- N. Damage to computer hardware, software and data caused by, including, but not limited to, viruses, application programs, network drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data;
- O. Failures related to transportation damage, customer education, cleaning, preventive maintenance, "No Problem Found" diagnosis, non-intermittent issues that are not product failures;
- P. Jewelry or watches that are used or refurbished at the time of purchase;
- Q. Items sold in a private sale.

## 10. NO LEMON POLICY:

If Your Covered Product has three service repairs completed for the same problem, which repairs are covered by this Service Agreement, and a fourth such repair for the same problem occurs, as determined by Us, within any twelve (12) month period, the Covered Product will be replaced with a comparable product or a cash settlement for replacement provided. This cost of the replacement will not exceed the original Product's purchase price.

## 11. POWER SURGE PROTECTION:

This Service Agreement protects against the operational failure of a covered Product resulting from a power surge while properly connected to an Underwriter Laboratories-approved surge protector. You may be asked to provide Your surge protector for examination.

## 12. FREE SHIPPING:

This Service Agreement covers all shipping charges to repair or service facilities during the term of coverage, including shipping to the manufacturer if the manufacturer does not cover shipping charges to their facilities.

## 13. WORLDWIDE SERVICE :

The coverage provided in this Service Agreement also applies when you travel overseas. If your product needs repair overseas, you may file a claim online to obtain a claim authorization number. You will need to carry the Covered Product into an authorized service center and then submit to the Administrator a copy of the detailed service repair invoice that identifies the Covered Product, the repair authorization number, and include a thorough description of the repair made. This documentation should be faxed or emailed into the Administrator and the Administrator will reimburse you within 5 business days of receipt of all necessary paperwork, provided a covered repair was performed. Note: Worldwide service does not include shipping or on-site service.

## 14. TRANSFER OF SERVICE AGREEMENT:

This Service Agreement may be transferred to any person in the United States at no charge. Log in to [www.squaretrade.com](http://www.squaretrade.com), or contact Us toll-free at 1-877 WARRANTY (1-877-927-7268) 24 hours a day, seven days a week.

## 15. CANCELLATION:

You may cancel this Service Agreement for any reason at any time. To cancel it, log in to [www.squaretrade.com](http://www.squaretrade.com) or contact Us toll-free at 1-877 WARRANTY (1-877-927-7268) 24 hours a day, seven days a week. If You cancel this Service Agreement within the first thirty (30) days after purchase of this Service Agreement You will receive a full refund. If You cancel after the first thirty (30) days from purchase of this Service Agreement, You will receive a pro rata refund based on the time remaining on Your Service Agreement. No fees or past claims shall be deducted from the refund and the refund will be sent to you within ten (10) business days from the cancellation request or else a ten percent (10%) penalty per month shall be applied to the refund.

**We may cancel this Service Agreement at Our option on the basis of nonpayment, fraud, or misrepresentation by You.** If We cancel Your Service Agreement, You will receive a pro rata refund. If this Service Agreement was inadvertently sold to You on a product which was not intended to be covered by this Service Agreement, We will cancel this Service Agreement and return the full purchase price of the Service Agreement to You and written notice including effective date and reason for cancellation will be mailed to You at least 30 days prior to termination. If We cancel this Agreement for nonpayment then We will provide notice at time of cancellation.

## 16. GUARANTEE:

This is not an insurance policy. Our Obligations under this Service Agreement are guaranteed under a reimbursement insurance policy issued by Wesco Insurance Company. Wesco Insurance Company is located at 59 Maiden Lane, 6th Floor, New York, NY 10038 and you may contact them toll-free at (866)-505-4048. 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 Wesco Insurance Company.

## ENTIRE CONTRACT:

Unless amended by the State Specific Provisions, this Service Agreement 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.

**California:** If You decide to cancel Your Service Agreement for a product other than a home appliance or electronics item within sixty (60) days after the receipt of the Service Agreement you will be refunded the full Service Agreement price. If you decide to cancel Your Service Agreement for this type of item after sixty (60) days after the receipt of the Service Agreement you will receive a pro-rated refund based on the time remaining on Your Service Agreement. All service agreements for home appliance or home electronics are covered by the Cancellation outlined in the Service Agreement.

**Connecticut:** Resolution of Disputes: If You purchased this Agreement in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Agreement. 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 Agreement. You have the right to cancel this Agreement if You return the product or if the product is sold, lost, stolen, or destroyed. If We cancel this Agreement, 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.

**Florida:** The rates charged to You for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation. The Guarantee, in Section 16, does not apply to service agreements sold in Florida as this Service Agreement is directly issued by the insurer, Technology Insurance Company, Inc., 59 Maiden Lane, 6th Floor, New York, NY 10038.

**Georgia:** 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. The waiting period will not exceed 30 days.

**Nevada:** This Agreement is not renewable. This Agreement does not cover any product fraudulently described or materially misrepresented by You. We may cancel this Service Agreement at Our option on the basis of nonpayment, fraud, or material misrepresentation by You. If We cancel this Agreement for any reason, then We will provide You notice at least 15 days prior to the effective date of cancellation. Prior approval of service should be obtained as outlined in "WHAT TO DO IF A COVERED PRODUCT REQUIRES SERVICE" or "WORLDWIDE SERVICE" in the Service Agreement.

**Waiting Period:** This is the amount of time from the Service Agreement Purchase Date during which if any issues occur, they are considered pre-existing conditions and render the item ineligible for coverage under this Service Agreement. To see the length of the Waiting Period, please refer to the ORDER SUMMARY at the top of the first page of this Service Agreement.

**Oklahoma:** This service warranty is not issued by the manufacturer or wholesale company marketing the product. This service warranty will not be honored by such manufacturer or wholesale company. The Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. If You cancel after the first thirty (30) days from purchase of this Service Agreement, You will receive a one hundred percent (100%) unearned pro rata refund based on the time remaining of Your Service Agreement.

**South Carolina:** In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or (800) 768-3467. This agreement is not an insurance contract.

**Texas:** The administrator for this service agreement is SquareTrade, Inc. registration number 155.

**Utah:** Replacement parts will be new, rebuilt or non-original manufacturer's parts that perform to the factory specifications of the Product at our sole option. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Notice of cancellation for nonpayment of the purchase price of this Agreement will be in writing given at least ten (10) days prior to cancellation.

**Wisconsin:** The provider of this service agreement is CE Care Plan Corp, located at 575 Market Street, 10th Floor, San Francisco, CA 94105. **THIS SERVICE AGREEMENT 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 agreement, including optional ADH coverage, does not provide coverage for intentional damage.

**Wyoming:** 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.