

**TERMS AND CONDITIONS
TECHNOLOGY PRODUCT PROTECTION PLAN ("PLAN")**

Service Plan Administrator ("Administrator"):
Safeware, The Insurance Agency Inc. ("SAFEWARE")
6500 Busch Boulevard, Suite 233
Columbus, OH 43229
(800) 800-6132
www.safeware.com

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY: It describes the protection You will receive in return for payment by You. Please keep this document in a safe place along with the sales receipt You received when You purchased Your Product, as You may need them to verify your coverage at the time of service. You must maintain the Product as recommended by the manufacturer's owner's manual or product warranty. Refer to the Declarations Page of this Plan, or Your sales invoice or receipt to determine the term of this Plan.

DEFINITIONS:

(1) "We", "Us" and "Our" mean the company obligated under this Plan, Safeware, The Insurance Agency Inc, 6500 Busch Boulevard, Suite 233, Columbus, OH 43229, (800) 800-1492 in all states except in Florida and Oklahoma where it is LYNDON SOUTHERN INSURANCE COMPANY, 10151 Deerwood Park Boulevard, Building 100, Suite 330, Jacksonville, Florida 32256 (800) 888- 2738, and in New Mexico and Washington where it is Dealers Alliance Corporation, 3518 Riverside Drive, Upper Arlington, OH 43221 800-282-8913, and in Maine where it is the Selling Retailer;

(2) "You" and "Your" refer to the purchaser of the product(s) covered by this Plan or to the person to whom this Plan was properly transferred;

(3) "Seller" refers to the selling retailer;

(4) "Product" means the item(s) which you purchased with and which is covered by this Plan;

(5) "Failure" means the failure of Your Product to perform its intended function due to mechanical or electrical breakdown resulting from defects in materials or workmanship during normal usage of your Product;

PRODUCT ELIGIBILITY: This Plan covers Products purchased as new and manufactured for use in the United States, which at the time of purchase included a manufacturer's original warranty valid in the United States and providing minimum coverage of ninety (90) days parts and labor. Accessories and/or add-on options purchased separately and not essential to the basic function of the Product are not eligible for coverage.

WHAT IS COVERED: We agree to repair or replace Your Product in the event Your Product is rendered inoperable due to a mechanical or electrical Failure during the term of this Plan, if the Product is not covered under any insurance, warranty, guarantee and/or Plan. Parts used to repair or replace Your Product may be new, used, refurbished, or non-original manufacturer parts that perform to the factory specifications of Your Product. This Plan 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.

- 1. Repair Plan:** In the event of a covered claim, We will furnish labor and/or parts required to repair the Failure of Your Product. Non-original manufacturer's parts of like kind and quality may be used if the original manufacturer's parts are unavailable. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to replace Your Product with a Product of equal or similar features and functionality, not necessarily the same brand.

2. **Accidental Damage from Handling Coverage (ADH Coverage):** ADH Coverage augments Your Plan by providing protection against sudden and unforeseen accidental damage to Your Product, provided such damage was in the course of regular use of the Product by You, subject to the exclusions below.

ADH Coverage does not provide protection against wear and tear, theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional 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. If protective items such as covers, carrying cases or pouches, etc. were provided or made available for use with Your Product, it is expected that You will continually use these accessories for protection against damage to Your Product. "Abuse" is defined as Your intentional non-utilization of protective items during the use of Your Product, or Your treatment of the Product(s) in a harmful, injurious or offensive manner that may result in its damage. Any resultant damage from this type of treatment is NOT covered by ADH Coverage.

Technological advances may result in a replacement Product with a lower selling price than Your original Product. No refunds will be made based on the replacement Product cost difference. If Your Product is not repairable and a replacement Product is not available, We will reimburse You up to the original purchase price of Your Product, excluding taxes and less claims paid, if any, and this Plan will be fulfilled and all obligations satisfied. In no event shall Administrator or We be liable for any damages as a result of the unavailability of repair parts. You may be required to ship or deliver the defective Product prior to receiving reimbursement or a replacement Product. Any and all parts or units replaced under this Plan become Our property in their entirety.

ADDITIONAL BENEFITS TO YOUR PLAN:

POWER SURGE PROTECTION: This Plan also covers the Failure of Your Product resulting from a power surge caused by power outage while Your Product is properly connected to a surge protector approved by Underwriters Laboratories Inc. **POWER SURGE DOES NOT COVER DAMAGES CAUSED BY IMPROPER INSTALLATION OR CONNECTION TO AN INCORRECT POWER SOURCE.** Coverage begins on date of purchase.

NO LEMON GUARANTEE: If We have completed three (3) service repairs for the same problem on an individual component of Your Product, which first began after the manufacturer's warranty period had expired ("**Qualifying Service Repairs**"), and if that Product component requires a fourth (4th) repair for the identical problem as determined by Us, We reserve the right to replace Your Product with one of equal or similar features and functionality, not necessarily same brand, not to exceed the original purchase price of Your Product, excluding shipping, handling, and taxes. Once a Product is replaced, this Plan is considered fulfilled and We shall have no further obligation to provide service under this Plan. Preventative maintenance checks, cleaning, Product diagnosis, customer education, accessory repairs/replacements, computer software related problems, and any unauthorized repairs done outside of the United States are not considered repairs for the purposes of this NO LEMON GUARANTEE. **Repair services performed while Your Product is under the manufacturer's warranty period are not considered Qualifying Service Repairs.**

PLACE OF SERVICE: Your Plan includes **Depot Service**, You will be responsible for shipping the Product to the designated depot center. We will pay for shipping of the Product from and to Your residence. If Your Product qualifies for **Carry-In Service**, You are responsible for transporting Your Product to and from the designated service center. If Our diagnosis indicates that the failure is not covered by this Plan, You may be responsible for all service fees incurred for such diagnosis.

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 Plan shall not exceed the original purchase price of Your Product, less taxes. In the event We make payments for repairs, which in the aggregate, are equal to the original purchase price of Your Product or We replace Your Product, We will have no further obligations under this Plan. **IN NO EVENT SHALL THE TOTAL OF ALL CLAIMS OR REPLACEMENT EXCEED THE ORIGINAL PRICE PAID BY YOU FOR THE COVERED PRODUCT, LESS TAXES.**

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, FROM DELAYS IN SERVICE

OR THE INABILITY TO RENDER SERVICE. WE SHALL NOT BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN, INCLUDING INHERENT PRODUCT FLAWS.

PLAN TERMS:

Date of Purchase (DOP) Plans: This Plan begins on the date of Product purchase and is based upon the term of coverage, Product description and retail price limitations shown on Your sales receipt and continues for the period of time defined on Your sales receipt. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty but provides certain benefits during the term of the manufacturer's warranty. During the manufacturer's warranty period, any parts, labor or on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. Upon expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and/or labor warranty, this Plan continues to provide many of the manufacturer's benefits as well as certain additional benefits listed within this Plan, and will furnish replacement parts and/or labor necessary to restore Your covered Product to standard manufacturer's operating condition.

Accidental Damage from Handling (ADH) Coverage: ADH Coverage begins on the date of Product purchase and continues for the period defined on Your sales receipt. Coverage for the mechanical or electrical Failure of Your Product is subject to the PLAN TERMS described above.

IF YOUR PRODUCT NEEDS REPAIR: If you need to file a claim under this Plan, You must contact the Administrator for the appropriate authorized service center. Call the toll-free number at [(800) 800-6132 between the hours of 8:00 AM and 5:00 PM eastern standard time or go online to www.safeware.com. For faster service, please have your proof of Product purchase (sales receipt) available when you contact the Administrator. **THIS PLAN MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS.** When you receive authorization for repairs, the service representative will advise you of the designated service center. A copy of the proof of Product purchase (sales receipt), and a brief written description of the problem must accompany your Product. We will not be liable for freight charges or damage due to improper packaging. Do not return your Product to your retailer unless so instructed by the Administrator. If your Plan expires during the time of an approved repair or replacement, this Plan is extended until the repair or replacement has been completed.

WHAT IS NOT COVERED: THIS PLAN DOES NOT COVER ANY LOSS, REPAIRS OR DAMAGE CAUSED BY OR RESULTING FROM:

(A) PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO YOU (PRE-EXISTING MEANS A CONDITION THAT WITHIN ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY RELATES TO THE MECHANICAL FITNESS OF YOUR COVERED MERCHANDISE PRIOR TO CONTRACT ISSUANCE);

(B) IMPROPER PACKAGING AND/OR TRANSPORTATION DAMAGE DURING SHIPMENT TO A SERVICE CENTER OR RELOCATION OF THE COVERED EQUIPMENT;

(C) INSTALLATION, REMOVAL, REINSTALLATION OR IMPROPER INSTALLATION OF COMPONENTS, UPGRADES, ATTACHMENTS OR PERIPHERALS;

(D) PRODUCTS AND/OR COMPONENTS THAT ARE USED IN APPLICATIONS THAT REQUIRE CONTINUOUS BUSINESS AND/OR COMMERCIAL OPERATION, OR ARE USED FOR COMMERCIAL, INDUSTRIAL OR PUBLIC USE PURPOSES OR OFFERED ON A RENTAL BASIS, OR COIN-OPERATED PRODUCTS;

(E) DAMAGE OR FAILURE CAUSED BY RIOT, NUCLEAR RADIATION, WAR OR HOSTILE ACTION, RADIOACTIVE CONTAMINATION, ETC.;

(F) DAMAGE FROM FREEZING OR OVERHEATING;

(G) NEGLIGENCE, MISUSE, ABUSE, INTENTIONAL PHYSICAL/MECHANICAL/ELECTRONIC DAMAGE, PHYSICAL DAMAGE OR MALICIOUS MISCHIEF, THEFT OR MYSTERIOUS DISAPPEARANCE, VANDALISM, RUST, CORROSION, WARPING, BENDING, ANIMAL OR INSECT INFESTATION, ETC. TO THE COVERED PRODUCT OR ANY COMPONENT;

(H) DAMAGE OR OTHER EQUIPMENT FAILURE DUE TO CAUSES BEYOND YOUR CONTROL SUCH AS ENVIRONMENTAL CONDITIONS, EXPOSURE TO WEATHER CONDITIONS OR ACTS OF NATURE INCLUDING, BUT NOT LIMITED TO: FIRE, FLOODS, SMOKE, SAND, DIRT, MOISTURE, WATER DAMAGE OF ANY KIND, WHETHER FROM FRESH WATER, SALTWATER OR OTHER WATER INTRUSION, STORMS, WIND OR WINDSTORM, HAIL, EARTHQUAKE, ETC.;

(I) REPAIRS NECESSITATED BY OPERATION OUTSIDE THE MANUFACTURER OPERATIONAL OR ENVIRONMENTAL SPECIFICATIONS;

(J) BATTERY FAILURE OR LEAKAGE;

(K) COLLISION WITH ANOTHER OBJECT, COLLAPSE, EXPLOSION, UNLESS COVERED UNDER A PLAN WHICH SPECIFICALLY INCLUDES ANY OF THE DEFINED CAUSES;

(L) DAMAGE, WARPING, BENDING OR RUSTING OF ANY KIND TO THE HOUSING, CABINETRY, SUPPORTS, OUTSIDE CASING OR FRAME OF THE PRODUCT;

(M) IMPROPER OR INADEQUATE STORAGE;

(N) DAMAGE TO A COVERED PART CAUSED BY A NON-COVERED PART;

(O) IMPROPER INSTALLATION OF CUSTOMER REPLACEABLE COMPONENTS, MODULES, PARTS OR PERIPHERALS AND/OR INSTALLATION OF INCORRECT PARTS;

(P) ANY RESULTANT MALFUNCTION OR DAMAGE OF OR TO AN OPERATING PART OF THE COVERED PRODUCT FROM FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE OR OPERATION/STORAGE OF THE COVERED PRODUCT IN CONDITIONS OUTSIDE MANUFACTURER SPECIFICATIONS OR USE OF A COVERED PRODUCT IN SUCH A MANNER AS WOULD VOID COVERAGE UNDER THE MANUFACTURER'S WARRANTY OR THAT ARE USED IN A MANNER INCONSISTENT WITH THE DESIGN OF THE EQUIPMENT OR MANUFACTURER INSTRUCTIONS OR SPECIFICATIONS;

(Q) OPERATIONAL ERRORS ON THE PART OF THE CONSUMER;

(R) REMOVAL, INSTALLATION, REINSTALLATION, UNAUTHORIZED REPAIR, UNAUTHORIZED MODIFICATION OR ADJUSTMENT, ALTERATION OR MANIPULATION, OF ANY INTERNAL COMPONENT OR COVERED PRODUCT MADE BY ANYONE OTHER THAN AN AUTHORIZED SERVICE TECHNICIAN;

(S) DAMAGE RESULTING FROM COMPUTER VIRUSES;

(T) COVERED PRODUCTS SUBJECT TO A MANUFACTURER RECALL, WARRANTY OR REWORK TO REPAIR DESIGN OR COMPONENT DEFICIENCIES, IMPROPER CONSTRUCTION, MANUFACTURER ERROR, ETC. REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS;

(U) EQUIPMENT SOLD WITHOUT A MANUFACTURER'S WARRANTY OR "AS IS";

(V) COVERED PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS;

(W) CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS CONTRACT, OR LOSS OF USE OR DATA DURING THE PERIOD THE COVERED PRODUCT IS AT AN AUTHORIZED REPAIR FACILITY OR OTHERWISE AWAITING PARTS;

(X) NON-FAILURE PROBLEMS INCLUDING BUT NOT LIMITED TO NOISES, SQUEAKS, ETC.;

(Y) NORMAL PERIODIC OR PREVENTATIVE MAINTENANCE, USER EDUCATION, SET UP ADJUSTMENTS;

(Z) CLEANINGS OR ANY REPAIR COVERED OR SHOULD BE COVERED BY A MANUFACTURER WARRANTY, PLAN OR OTHER INSURANCE;

(AA) SOFTWARE AND SOFTWARE RELATED PROBLEMS;

(AB) REPAIRS FOR COSMETIC DAMAGE OR IMPERFECTIONS OR TO STRUCTURAL ITEMS;

(AC) FAILURE TO PRODUCT ATTACHMENTS NOT PROVIDED BY THE MANUFACTURER OR INCLUDED IN THE ORIGINAL SALE;

(AD) REPAIR OF LCD/PLASMA RESOLUTION/FAILURE, PIXEL BURNOUT OR OTHER IMAGE FAILURE NOT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND/OR MINIMUM DISPLAY STANDARDS OR MINOR PIXEL ILLUMINATION ISSUES THAT DO NOT AFFECT THE OVERALL VIEWING OF THE PANEL SUCH AS, BUT NOT LIMITED TO, MISSING PIXELS, INTERMITTENT PIXELS, OR WRONG COLOR PIXELS;

(AE) ANY DAMAGE TO RECORDING MEDIA INCLUDING ANY PROGRAM, DATA OR SETUP RESIDENT ON ANY MASS STORAGE DEVICES INCLUDING BUT NOT LIMITED TO HARD DRIVES, CD-ROM DEVICES, FLOPPY DISKETTES, TAPE DRIVES OR TAPE BACKUPS AS A RESULT OF THE MALFUNCTION OF OR DAMAGE TO AN OPERATING PART OF THE COVERED PRODUCT;

(AF) SIGNAL RECEPTION OR TRANSMISSION PROBLEMS RESULTING FROM EXTERNAL CAUSES;

(AG) REPAIR OR REPLACEMENT COSTS FOR LOST COMPONENTS NOT ORIGINALLY COVERED BY THE MANUFACTURER'S WARRANTY OR ARE CONSIDERED EXPENDABLE OR CONSUMER REPLACEABLE ITEMS OR ANY NON-OPERATING OR NON-MOTOR DRIVEN MECHANICAL PART;

(AH) COST OF REMOVAL OR DISPOSAL OF THIS PRODUCT IN ORDER TO COMPLY WITH EPA DISPOSAL REQUIREMENTS;

(AI) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY, OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED PRODUCT;

(AJ) SERVICE OR REPLACEMENT OUTSIDE OF THE UNITED STATES OF AMERICA OR CANADA;

(AK) SERVICE EVENTS NOT REPORTED DURING THE TERM OF THIS PLAN.

(AL) EXCLUSIONS SPECIFIC TO CERTAIN PRODUCTS:

In addition to any applicable exclusions listed above, We do not cover damage caused by or due to

(a) overheating caused by accumulation of dust, vermin or fan blockage; dropping; food and beverage spills; misuse and abuse;

(b) any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation; damage caused from refilled ink cartridges;

(c) corruption of any program; data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement.

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS PLAN DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO YOUR COVERED PRODUCT.

IF YOUR COVERED PRODUCT EXPERIENCES A FAILURE OR DAMAGE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION OR IN THE EVENT OF A REPAIR INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM THE MANUFACTURER OR A MANUFACTURER-AUTHORIZED REPAIR SOURCE, THEN YOU ARE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS AND/OR THE COST OF ON-SITE SERVICE.

SHOULD THE MANUFACTURER OF YOUR PRODUCT BECOME INSOLVENT OR SUBJECT TO BANKRUPTCY PROCEEDINGS OR THE MANUFACTURER NO LONGER PROVIDE PRODUCT SUPPORT AND ALL PARTS SOURCES HAVE BEEN EXHAUSTED DURING THE

COVERAGE PERIOD OF THIS PLAN, ADMINISTRATOR AND WE SHALL BE EXCUSED FROM PERFORMANCE HEREUNDER AND YOU SHALL BE RECEIVE A FULL REFUND OF THE PURCHASE PRICE PAID BY YOU FOR THE PLAN LESS CLAIMS PAID.

OUR RIGHT TO RECOVER PAYMENT: If You have a right to recover against another party for anything We have paid under this Plan, Your rights shall become Our rights. You shall do whatever is 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 Plan by informing the selling dealer/retailer of Your cancellation request within thirty (30) days of the purchase of the Plan and You will receive a one-hundred percent (100%) refund of the full purchase price of Your Plan. If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Plan purchase price, minus the cost of repairs made (if any), and minus an administrative fee not to exceed ten percent (10%) of the Plan purchase price or twenty-five dollars (\$25.00), whichever is less, unless otherwise provided by state law. The cancellation provisions in this Plan only apply to the original purchaser of this Plan.

If We cancel this Plan, We must provide You with a written notice at least fifteen (15) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Plan, You will receive a refund based upon one-hundred percent (100%) of the unearned pro rata purchase price of this Plan.

TRANSFERABILITY: This Plan is transferable by the original purchaser for the balance of the original extended protection period. If You transfer ownership of Your Product, this Plan may be transferred by sending to the Administrator within 10 days of the transfer, at the address above, a copy of this Plan and Your Sales Receipt, along with the name, address, and phone number of the new owner, the date of new ownership, and a \$10.00 transfer fee. The manufacturer's warranty may not be transferrable. This Plan does not replace the manufacturer's warranty and provides no coverage therein, except as noted above. *The Replacement Plan is not transferable.*

ARBITRATION: In the event of a disagreement between You and Us concerning costs, either party may make a written demand for arbitration. This must be done within sixty (60) days after the day You filed Your claim. Each party will select an arbitrator. The two (2) arbitrators will select an umpire. Each party will pay the expenses of the respective arbitrator selected. The expenses of the umpire will be shared equally. Unless both parties agree otherwise, arbitration will take place in the county and state in which You live. Local rules will apply. A majority decision will be binding. State Variation: In Arizona: Arbitration does not preclude the consumer's right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division, (800) 325-2548. In California: This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, you may contact BEAR at 1-800-952-5210, or you may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highlands, California 95660, or you may visit their website at www.bear.ca.gov. Informal dispute resolution is not available. In Florida, Georgia, Oregon and Wisconsin: The "Arbitration" section of this Agreement is removed. In Wyoming: Arbitration can only be final and binding if agreed to by the parties involved, in a separate written agreement.

GUARANTY: This is not an insurance policy. We have obtained an insurance policy to insure Our performance under this Plan. Should We fail to pay any valid claim or fail to replace the Product covered under this Plan within sixty (60) days after the Product has been returned or, in the event You cancel this Plan, and We fail to refund the unearned portion of the Plan price, You are entitled to make a direct claim against the insurer. The INSURER is LYNDON SOUTHERN INSURANCE COMPANY, 10151 Deerwood Park Boulevard, Building 100, Suite 330, Jacksonville, Florida 32256, (800) 888-2738, in ALL STATES, EXCEPT IN NORTH CAROLINA AND GEORGIA, where the INSURER is INSURANCE COMPANY OF THE SOUTH, 10151 Deerwood Park Boulevard, Building 100, Suite 330, Jacksonville, Florida 32256, (800) 888-2738, and in CALIFORNIA, NEW HAMPSHIRE, NEW YORK, WASHINGTON and WISCONSIN where the INSURER is DEALERS ASSURANCE COMPANY, 3518 Riverside Drive, Upper Arlington, Ohio 43221, (800) 282-8913.

IMPORTANT CONSUMER INFORMATION: If your Product is exchanged by the manufacturer or retailer, you must advise the Administrator in writing at 6500 Busch Boulevard, Suite 233, Columbus, OH 43229 Attn: ESP Administration or call 1-800-800-6132 with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the original contract expiration date.

ENTIRE AGREEMENT: This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for Your Product, constitutes the entire agreement and no representation, promise or condition not contained herein shall modify these items, except as required by law.

STATE DISCLOSURES Regulation of Plans may vary widely from state to state. Any provision within this Plan which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Plan was purchased in one of the following states and supersede any other provision within Your Plan terms and conditions to the contrary.

Alabama only: If Your cancellation request is made more than 30 days from the date of purchase, We will refund the unearned portion of its full purchase price. However, We will retain an administrative fee of \$25.00. Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after return of the Plan to Us. In the event We cancel this Plan, We will mail a written notice to You at Your last known address at least 5 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, We are not required to mail You written notice if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You to the Provider relating to the covered property or its use. Safeware is the Provider under this Plan.

Arizona only: CANCELLATION - You may cancel this Plan at any time prior to the expiration date by sending written notice to the Administrator, Safeware at 6500 Busch Boulevard, Columbus, OH 43229. You will receive a pro-rata refund, less a \$25.00 administrative fee for cancellation of the Plan. However, no claims incurred or paid will be subtracted from this refund. **WHAT IS NOT COVERED** - We shall not provide coverage only for those specifically listed items in the "WHAT IS NOT COVERED" section. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Plan.

California only: This Plan may be cancelled by the Plan holder for any reason, including, but not limited to, the Product covered under this Plan being sold, lost, stolen or destroyed. If You decide to cancel Your Plan, and 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 Plan, and You have made no claims against the Plan, You will be refunded the full Plan price; or if Your Plan and cancellation notice is cancelled by written notice after thirty (30) days for a home appliance or a home electronic or within sixty (60) days for all other products from the date You received this Plan, You will be refunded a pro-rated amount of the Plan price, less any claims paid, less an administrative fee of ten percent (10%) of the Plan price or \$25, whichever is less, unless otherwise precluded by law.

Connecticut only: 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 Plan. You may cancel Your Plan if the covered Product is sold, lost, stolen, or destroyed. **CANCELLATION** - If We cancel this Plan for non-payment, We must provide You with a written notice at least 10 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Plan for any other reason, We must provide You with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. **PLAN HOLDER'S RESPONSIBILITY:** It is the responsibility of the Plan holder to follow the manufacturer's specifications for the use and care/maintenance of the **Covered Product**.

Florida only: This Plan is between the Provider, Lyndon Southern Insurance Company and You, the purchaser. You may cancel Your Plan by informing the selling dealer or the Administrator, Safeware, of Your cancellation request. In the event the Plan 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 Plan 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. The rates charged to You for this Plan are not subject to regulation by the Florida Office of Insurance Regulation.

Georgia only: You may cancel this Plan at any time by notifying the Administrator in writing whereupon the Administrator will refund the unearned pro-rata purchase price. The Administrator may not cancel this Plan except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation. This Plan will be interpreted and enforced according to the laws of the state of Georgia. In no event will claims be deducted from a refund. **WHAT IS NOT COVERED:** Letter (A) is deleted and replaced with the following: A) Any and all pre-existing conditions known to You that occur prior to the effective date of this Plan. Any reference to Pre-existing conditions within this Plan is amended as follows: Pre-existing conditions known to You. The following amends the **IF YOUR PRODUCT NEEDS REPAIR** section of this Plan: This Plan will not become void if You make unauthorized repairs. However, this Plan will provide no coverage if You make unauthorized repairs.

Illinois only: 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 Plan. The Plan Holder may cancel the Plan at any time. If the Plan Holder elects cancellation, We may retain a cancellation fee not to exceed the lesser of 10% of the Plan price or \$50.00. The Plan may be cancelled within 30 days after its purchase if no service has been provided and a full refund of the Plan purchase price, less the cancellation fee, will be paid to the Plan Holder. The Plan may be cancelled at any other time and a pro-rata refund of the Plan purchase price for the unexpired term of the Plan, as measured by the number of days still remaining on the Plan, less the value of any service received and any cancellation fee stated in the Plan will be paid to the Plan Holder.

Indiana only: Your proof of payment to the issuing vendor for this Plan shall be considered proof of payment to the insurance company which guarantees Our obligations to You, providing such insurance was in effect at the time You purchased the Plan.

Missouri only: If Your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Plan purchase price. No cancellation fee will apply. In no event will claims paid be deducted from a cancellation refund.

Nebraska only: If We cancel this Plan, We must provide You with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation.

Nevada only: The following amends the **CANCELLATION** and **IMPORTANT CONSUMER INFORMATION** sections of this Plan. This Plan is not renewable. These provisions apply only to the original purchaser of the Plan. You may cancel this Plan at any time by notifying the Administrator in writing. If You have made no claim and Your request for cancellation is within 60 days, the full price You paid for the Plan will be refunded and no administrative fee will be deducted. If You have made a claim under the Plan, or if Your request is beyond the first 60 days, You will be entitled to a pro-rata refund of the unearned Plan fee, less a \$25.00 administrative fee. If Your Plan was financed, the outstanding balance will be deducted from any refund, however, You will not be charged for claims paid or repair service fees. If You cancel this Plan and the refund is not processed within 45 days, a 10% penalty will be added to the refund for every 30 days the refund is not paid. The Provider of this Plan may cancel this Plan within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this Plan for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If the Provider cancels Your Plan You will be entitled to a pro-rata refund of the unearned Plan fee, no administrative fee will be deducted. In the event the Provider cancels this Plan, written notice will be sent to Your last known address at least 15 days prior to cancellation with the effective date. In no event will claims be deducted from any refund. The following amends the **IF YOUR PRODUCT NEEDS REPAIR** section of this Plan: This Plan will not become void if You make unauthorized repairs. However, unauthorized repairs will not be covered under this Plan." **Emergency Service** for covered products that provide heating or cooling of Your dwelling: If the covered product You purchased provides heating or cooling for Your dwelling, and You sustain a failure of such product that renders Your dwelling uninhabitable, repairs will commence within 24 hours after You report the failure and will be completed as soon as reasonably possible. In addition, We will provide a status report no later than three (3) calendar days after the report of a claim. Please call 1-800-800-6132 to report such a loss.

New Mexico only: You may return this Plan within 20 days of the date this Plan was mailed to You or within 10 days if the Plan was delivered to You at the time of sale. If You made no claim, the Plan is void and the full purchase price will be refunded to You. A 10% penalty per month will be added to a refund that is not made within 60 days of Your return of the Plan. These provisions apply only to the original purchaser of the Plan. In the event We cancel this Plan, We will mail a written notice to You at Your last known address at least 15 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. The Provider of this Plan

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

New York, South Carolina, and Wyoming only: You may return this Plan within 20 days of the date this Plan was mailed to You or within 10 days if the Plan was delivered to You at the time of sale. If You made no claim, the Plan is void and the full purchase price will be refunded to You. A 10% penalty per month will be added to a refund that is not made within 45 days of Your return of the Plan. These provisions apply only to the original purchaser of the Plan. In the event We cancel this Plan, We will mail a written notice to You at Your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, We are not required to mail You written notice if the reason for cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use.

North Carolina only: The purchase of a Plan is not required in order to obtain financing for the Product. You may cancel this Plan at any time after purchase. You will receive a pro-rata refund of the Plan purchase price less the cost of repairs made and less an administrative fee of 10% of the Plan purchase price up to \$25.00. We may cancel this Plan only for non-payment of the purchase price of the Plan or a direct violation of the Plan by You.

Oklahoma only: This Plan applies to consumer appliance or electronic products. 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. **CANCELLATION** - The cancellation section of this service warranty is deleted in its entirety and replaced with the following: If You cancel this service warranty 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 after the first thirty (30) days, or have made a claim within the first thirty (30) days, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty contract. If We cancel this contract, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium less the actual cost of any service provided under the service warranty contract.

Oregon Only: This Plan is an agreement between the Obligor/Provider, Safeware, and You.

South Carolina only: If You have any questions regarding this Plan, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

Texas only: If You have any questions regarding the regulation of the Plan 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 Plan within 20 days of the date this Plan was mailed to You or within 10 days if the Plan was delivered to You at the time of sale. If You made no claim, the Plan is void and the full purchase price will be refunded to You. A 10% penalty per month will be added to a refund that is not made within 45 days of Your return of the Plan. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Plan is returned to the Provider. These provisions apply only to the original purchaser of the Plan. In the event We cancel this Plan, We will mail a written notice to You at Your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. But, We are not required to mail You written notice if the reason for cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use.

Utah only: Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guaranty Association. If We cancel this Plan, We must provide You with a written notice at least 30 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. We may cancel this Plan for non-payment of the contract charge. Such cancellation will be effective 10 days after the mailing of notice. We may cancel the Plan for misrepresentation of a claim. Such

cancellation will be effective 30 days after mailing of notice. This Plan or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department

Washington only: You may return this Plan within 20 days of the date this Plan was mailed to You or within 10 days if the Plan was delivered to You at the time of sale. If You made no claim, the Plan is void and the full purchase price will be refunded to You. A 10% penalty per month will be added to a refund that is not made within 30 days of Your return of the Plan. These provisions apply only to the original purchaser of the Plan. In the event We cancel this Plan, We will mail a written notice to You at Your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. What is Not Covered from coverage are limited to those expressly stated under the **"WHAT IS NOT COVERED"** section above. You may file a claim directly with Dealers Alliance Corporation, 3518 Riverside Drive, Upper Arlington, OH 43221 or 800-282-8913.

Wisconsin only: THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. You may cancel this Plan at any time. If You cancel this Plan within 30 days of the date of purchase, the Administrator shall return 100% of the purchase price less actual costs or charges needed to issue and service the Plan. If You cancel this Plan after 30 days, You will receive a pro-rated refund less a cancellation fee of 10% of the purchase price up to \$25.00. In no event will claims be deducted from a refund. Unauthorized repairs may not be covered. **Notice and Proof of Loss:** Provided notice of proof of loss is furnished as soon as reasonably possible and within one (1) year, failure to furnish such notice or proof within the time required by the policy does not invalidate or reduce a claim unless WCPS is prejudiced thereby and it was reasonably possible to meet the time limit.