

PROTECTALL™

PROTECTION AGREEMENT TERMS AND CONDITIONS

Please read this Protection Agreement carefully, as it describes the protection You will receive in return for Your payment of the purchase price of this Protection Agreement. Please keep this Protection Agreement, Your Declaration Page, and Sales Receipt/Invoice for the Product(s) You purchased. They are an integral part of this Protection Agreement, and You may be required to produce them to obtain service.

For Fast Claim Service Visit:

www.myprotectall.com/brandsmartusa

DEFINITIONS:

“ADH”: Refers to accidental damage from handling; meaning, damage directly resulting from unintentionally dropping the Covered Product or spilling liquid onto it. ADH IS NOT AVAILABLE WITH ALL PRODUCT TYPES.

“Administrator”: The company responsible for administering benefits to You in accordance with the Protection Agreement terms and conditions is ProtectALL USA, LLC, who can be contacted at 9151 Boulevard 26, Suite 100B, North Richland Hills Texas 76180, Toll Free Phone Number [1-866-222-0158].

“Claim”: A request for service under the provisions of this Protection Agreement.

“Coverage Amount”: The purchase price of the Product(s), exclusive of taxes and fees, or number of Claims, as identified in the Declaration Page or Sales Receipt/Invoice.

“Coverage Start Date”: This is the date coverage begins which is on the date of purchase, date of delivery, or following termination of any waiting period as described under Agreement Term – Effective Date of Coverage on page 2 of this Agreement.

“Coverage Term” and “Term”: This is the length of coverage You receive under this Protection Agreement, starting on the Coverage Start Date as noted on the Declaration Page.

“Coverage Type”: This defines the level of coverage You purchased.

“Covered Product” and “Product”: The consumer product(s) that You purchased that is identified on Your Sales

Receipt/Invoice that is covered under this Protection Agreement.

“Declaration Page”: Summary of the terms and coverage included with your Protection Agreement.

“Deductible”: The amount You are required to pay, per Claim, prior to receiving covered services under this Protection Agreement (if any), as indicated on Your Sales Receipt/Invoice.

“Failure”: The mechanical or electrical breakdown of Your Covered Product that results in it no longer being able to function as originally intended, which is caused by defects in the manufacturer’s materials or workmanship occurring during normal use of the Product, and NOT due to normal wear and tear.

“Obligor”, “We”, “Us” and “Our”: The company obligated under this Protection Agreement is First Shield Consumer Service Corporation located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108 [855-671-1319]. In Florida, the Obligor is First Shield Consumer Service Corporation of Florida located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108 [855-671-1319].

“Power Surge”: Damage to the Product resulting from an oversupply of voltage to Your Product while properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but NOT including damages resulting from the improper installation or improper connection of the Product to a power source.

“Product Purchase Price”: The amount paid by You for the Covered Product; excluding any applicable taxes and/or delivery and handling costs or fees.

“Protection Agreement”, “Agreement” and “Plan”: The specific “Coverage Plan Option” under this Agreement that You have selected and purchased, as confirmed on Your Sales Receipt/Invoice.

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

“Retailer” and “Selling Entity”: The authorized seller of the Covered Product and this Protection Agreement.

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“Sales Receipt/Invoice”: The receipt document (paper or email) provided to You as proof of Your Agreement purchase that confirms the Plan selected by You, Coverage Term, any applicable Deductible, and the purchase of this Protection Agreement.

“You” and “Your”: The original purchaser of the Covered Product and any authorized transferee of the original purchaser to any person to whom this Agreement has been transferred in accordance with these Terms and Conditions.

PRODUCT ELIGIBILITY:

Product Eligibility Requirements: To be eligible for any level of coverage under this Protection Agreement, the Product must:

- Be new or factory-refurbished, manufactured for use in the United States, and come with a valid U.S. manufacturer’s warranty;
- Be solely intended for routine personal or residential use and NOT in a heavy commercial, industrial, rental, or educational institution capacity (UNLESS the “COMMERCIAL/BUSINESS USE” OPTIONAL COVERAGE UPGRADE has been purchased and is confirmed on Your Sales Receipt/Invoice); and
- NOT be covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined herein.

YOUR RESPONSIBILITIES:

1. You must purchase the ProtectALL Protection Agreement for Your Covered Product at time of sale from the same Selling Entity from whom You purchased Your Covered Product.
2. Retain and provide Us with a complete copy of Your Sales Receipt/Invoice. You can provide such proof at the time You make a Claim.
3. Properly use and maintain Your Product according to the manufacturer instructions or owner’s manual and You must perform all the care, maintenance and inspections for the Product as indicated. Proof of the completion of such maintenance care and/or inspection services may be required at the time of a Claim.

4. If Your Product becomes damaged, You must take the 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.
5. In the event Your original Covered Product is ever exchanged by the manufacturer or Selling Entity for reasons not resulting from a Claim, please call toll free [1-866-222-0158] as soon as possible to update Your coverage information with the make, model, and serial number of the exchanged product. Your original Agreement Term does NOT extend in these cases.

AGREEMENT TERM - EFFECTIVE DATE OF COVERAGE:

COVERAGE under Your Plan becomes effective at different times; depending on whether Your Claim is: (a) a Failure that is still covered under the manufacturer’s warranty; (b) a Failure that is no longer covered under the manufacturer’s warranty because it has expired; or (c) a covered occurrence that is NOT a defined Failure (such as an ADH event, a Power Surge event, Food Loss event, or Laundry Reimbursement event), as further described below.

Coverage for damages to Your Product resulting from a covered occurrence that is NOT a Failure (such as Power Surge or ADH event – as applicable to Your Plan) begins on Your Agreement purchase date (or Product delivery date, if different) and continues for the Term shown on Your Sales Receipt/Invoice.

Coverage for a defined Failure does not become effective until the manufacturer’s warranty has expired.

1. If you Purchased a DOP (date of purchase) Plan, upon expiration of the manufacturer’s warranty, coverage for a defined Failure becomes effective and continues for the **remainder** of the Term shown on Your Sales Receipt/Invoice.
2. If You purchased an EXT (extension) Plan, upon expiration of the manufacturer’s warranty, coverage for a defined Failure becomes effective and continues for the Term shown on Your Sales Receipt/Invoice.

DEDUCTIBLE: You are required to pay the Deductible amount indicated on Your Sales Receipt/Invoice, per Claim, prior to

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receiving eligible service under this Protection Agreement (if any).

SERVICE DELIVERABLES:

In accordance with the Agreement Term-Effective Date of Coverage provision outlined above, in the event of a covered Claim for an eligible Covered Product this Agreement provides for the services described in the "COVERAGE PLAN OPTION" section below, as applicable to Your purchased Plan and Covered Products(s). Coverage described in this Protection Agreement will not replace or provide duplicative benefits during any active manufacturer's warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Agreement; regardless of the manufacturer's ability to fulfill its obligations.

The following is determined at the Administrator's sole discretion as deemed appropriate for the particular problem Your Product is experiencing and based on the explanation You provided when initiating Your Claim. All Claims submitted in accordance with this Agreement are handled individually; the place of service that applies to one Claim may not necessarily apply to another Claim.

- **IN-HOME/ON-SITE:** Service will be performed in Your home or On-site as indicated on Your Sales Receipt/Invoice or invoice provided You have fulfilled the following requirements: provided Our authorized technician with accessibility to the Covered Product; provided a non-threatening and safe environment for Our authorized technician; and have an adult over the age of 18 present for the period Our authorized technician is on Your property servicing the Covered Product. In the event it is necessary to continue certain repair services at a repair center, You may be required to ship/transport the Product to a repair center designated by the Administrator. In such circumstances, the shipping/transportation charges will be covered by this Protection Agreement. In-Home/On-site Service will be provided by a service Provider authorized by the Administrator during regular business hours (except holidays).

- **CARRY-IN/DEPOT:** Service will be performed at Our authorized service center designated by the Administrator. Unless otherwise provided in this Protection Agreement and stated on Your Sales Receipt/Invoice, the Covered Product must be transported by You or shipped by You to Our authorized service center. In the event We request You to ship Your Product to another location for service, We will pay the shipping costs to and from such authorized location. Otherwise, shipping costs are subject to Coverage Type.

COVERAGE PLAN OPTIONS:

Your Protection Agreement type is listed on the Sales Receipt/Invoice. If your Sales Receipt/Invoice provides that you are entitled to the applicable protection, then the details of the Protection Agreement Coverage Type and Terms are listed below. If you did NOT purchase one of the specific plans listed in the section below, coverage under this Agreement provides for the labor and/or parts necessary to repair Your Covered Product – or at Our sole discretion – a one-time replacement or reimbursement of a one-time replacement of Your original Covered Product in lieu of such repair.

If You Purchased one of the specific Plans Listed in the section below, coverage under this Protection Agreement provides for the following, as applicable to Your Plan purchase:

COVERAGE AND TERM: This Protection Agreement begins on the product date of purchase or if applicable, the date of installation or delivery by the Selling Entity; it does not replace the warranty but may provide certain benefits during the term of the manufacturer warranty. At Our sole discretion, We may use new, used, or remanufactured parts that perform to the factory specifications in repairing the Covered Product. If the Covered Product cannot be repaired, if the cost of its repair exceeds the Covered Product's original purchase price, or if parts are no longer available or have been discontinued by the manufacturer, the Covered Product will be replaced as determined by Us with a product of like kind and similar features. Reasonable efforts will be made to replace Your original Covered Product with the same product; however, there may be some cases where with a replacement that is at least of equal features and functionality, but it may be a

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different brand or color from Your original Covered Product. Additionally, please note that sometimes technological advances that are out of Our control may result in a replacement that has a lower selling price than Your original Covered Product, and this Protection Agreement does not provide any reimbursement for such a cost difference. Any/all parts, components, or whole items that We provide replacement for will automatically become Our property. In the event We decide to provide You with reimbursement towards the replacement of the defective Product, such reimbursement may be in the form of a check, voucher or Retailer gift card or store credit. The Value of such will in no event exceed the "Limit of Liability" of this Protection Agreement (excluding taxes). Once a product has been replaced, Your Protection Agreement is considered fulfilled and Our obligation under the terms and conditions of this Protection Agreement have been met. All Coverage proclaimed under this Protection Agreement is expressly subject to the "Limit of Liability" and "Exclusions" provisions.

- A. **LARGE APPLIANCES REPAIR PLAN:** When purchased, this Plan provides for labor and/or parts required to repair the large appliance Product in the event of a Covered Claim. At Our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repairs.

PLUS:

- **FOOD LOSS PROTECTION:** This Protection Agreement provides up to five hundred dollars (\$500) per contract term of food loss protection for the failure of Your refrigerator or freezer due to defects in the cooling components of the appliance, and not a power failure. To receive payment, Your appliance must have been out of service for seven (7) consecutive days and scheduled for repair by a service center authorized by the Administrator. To obtain Food Loss reimbursement, a list of spoiled refrigerated products will be required. Proof of replacement food purchase items must be submitted for reimbursement. This benefit is limited to one (1) request per year during the term of the Protection Agreement.

- **LAUNDRY REIMBURSEMENT:** This Protection Agreement provides up to fifty dollars (\$50) of laundry reimbursement, per Claim, for the failure of Your washer or dryer due to electrical or mechanical defects of the appliance, and not a power failure. To receive payment, Your appliance must have been out of service for seven (7) consecutive days and must be scheduled for repair by a service center authorized by the Administrator. This benefit is limited to (1) request per Covered Claim.

- B. **SMALL APPLIANCE REPAIR PLAN:** When purchased, this Plan provides for the labor and/or parts necessary to repair the small appliance Product in the event of a covered Claim. At Our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of the repair. Covered Claims will receive carry-in servicing.
- C. **FLAT PANEL TV REPAIR PLAN:** When purchased, this Plan provides for the labor and or parts necessary to repair the flat panel TV Product in the event of a covered Claim. At Our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
- For TVs 40" or Larger: covered Claims will receive in-home servicing;
 - For TVs smaller than 40": covered Claims will receive carry-in servicing.
- D. **PROJECTOR TV REPAIR PLAN:** When purchased, this Plan provides for the labor and/or parts necessary to repair the projector Product and/or remote control in the event of a covered Claim. At Our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair. **Eligible Projector TVs include:** DLP rear projection TV, LCD rear projection TV, D-ILA rear projection TV, LCOS rear projection TV, and DLP projector; all including associate remote control.
- E. **WATCH REPAIR PLAN:** When purchased, this Plan provides for the necessary materials and labor costs to repair the watch Product to a usable and wearable

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condition in the event of a covered Claim; provided, such is necessitated by during routine wear/normal use of the Product under the conditions for which it was designed. Coverage also includes water damage and/or broken crystals, resulting from accidental damage from handling. Covered components include crown, dial, hand, marker and water-resistant pressure mechanism.

For smart watches or fitness band watches, coverage also includes the following:

- **Damaged or defective buttons or connectivity ports:** labor and or parts required to repair damaged or defective buttons or connectivity ports located on the Covered Product when such damage/defect results in significant functional impairment of the Product.
- **Defective Pixels:** labor and/or parts required to repair pixels within the display area when such defect significantly impairs the products functionality.

- F. **FITNESS REPAIR PLAN:** When purchased, this Plan provides for the labor and/or parts necessary to repair the fitness equipment Product and/or remote control in the event of a covered Claim. At Our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be provided in lieu of repair.
- G. **LAWN / GARDEN / POWER TOOL & GENERATORS EQUIPMENT “EXT” REPLACEMENT PLAN (for Products with a Product Purchase Price of \$399.99 or less):** When purchased, this Plan provides for a ONE-TIME replacement of Your original lawn/garden Product in the event of a Covered Claim. At Our sole discretion, reimbursement for the cost of a one-time replacement may be provided in lieu of a one-time replacement.
- H. **LAWN / GARDEN / POWER TOOL & GENERATORS EQUIPMENT Repair Plan (for Products with a Product Purchase Price of \$400.00 or more):** When purchased, this Plan provides for labor and/or parts required to repair Your lawn/garden/power tool/generator Product in the event of a Covered Claim. At Our sole discretion, a one-time replacement

or reimbursement for the cost of a one-time replacement may be provided in lieu of such repair.

- I. **HOME SECURITY AND HOME AUTOMATION REPAIR PLAN:** When purchased, this Plan provides for the labor and/or parts necessary to repair Your Home Security OR Home Automation Product in the event of a Covered Claim. At Our sole discretion, a one-time replacement or reimbursement for the cost of a one-time replacement may be approved in lieu of repair.
- J. **REPLACEMENT PLAN (for eligible Products with a Product Purchase Price of \$499.99 or less):** When purchased, this Plan provides for a one-time replacement of Your original Covered Product in the event of a Covered Claim. We may replace the Covered Product with a new or remanufactured product of like kind and similar features. At Our sole discretion, reimbursement for the cost of a one-time replacement may be provided in lieu of repair or a one-time replacement. Coverage for damages from accidental damage from handling, and trip, labor, or shipping charges are NOT COVERED under this Plan. Once a product has been replaced, Your Protection Agreement is considered fulfilled and Our obligation under the terms and conditions of this Protection Agreement have been met.

ADDITIONAL BENEFITS (Separate purchase not required):

- **POWER SURGE PROTECTION:** This Protection Agreement provides power surge protection from the product date of purchase. If the Covered Product is damaged because of a power surge, we will service or replace the Covered Product in accordance with the terms herein (limited to damage sustained to the Covered Product only).
- **NO LEMON GUARANTEE:** For all Covered Products, after three (3) repairs for covered Failures after the expiration of the Manufacturer’s Warranty on the same problem have been completed, if the Product requires a fourth (4th) repair to that same component due to a covered Failure, the Product will either be replaced with a product of like kind and quality (but not necessarily same brand or color), or - at

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Our sole discretion - We will provide You with reimbursement for a replacement. If You receive a replacement under this NO LEMON GUARANTEE, Our obligations under this Protection Agreement shall be considered fulfilled in their entirety and Your coverage will end. Any repair services performed while Your Product is under the manufacturer's warranty period are NOT considered "Qualifying Service Repairs" Under this NO LEMON GUARANTEE.

- **REINSTALLATION:** If Your original Product needs service and was delivered and installed by the Retailer or a Retailer contractor, as evidenced on Your Sales Receipt/Invoice, and You receive a replacement product pursuant to this Protection Agreement or it is necessary for Us/Our authorized representative to remove Your original Product for it to be serviced, We will cover the delivery and installation costs for Your replacement Product to its original location; exclusive of any and all parts that may be needed to complete such installation (i.e. mounting brackets and kits).

OPTIONAL COVERAGE UPGRADES: For separate selection and additional purchase. Must be confirmed on Your Sales Receipt/Invoice. NOT available with all Covered Product Types. See Your Retailer for confirmation of coverage availability.

- A. ACCIDENTAL DAMAGE FROM HANDLING (ADH) UPGRADE:** Except as otherwise specified, if You were offered and purchased ADH as an integral part of Your Coverage Type, it augments Your Protection Agreement by providing additional protection for damage from drops, spills and liquid damage associated with normal handling and use of Your Covered Product. ADH does not provide protection against theft, loss, reckless or abusive conduct associated with handling or use of Your Covered 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. When purchased, this optional coverage upgrade provides for the repair – or at Our

sole discretion – replacement or reimbursement for replacement of Your Covered Product in the event of a Covered ADH event in addition to the benefits outlined under the Coverage Option Plan section that is applicable to Your purchased Plan.

- This Protection Agreement does not provide coverage for ADH unless an "ADH" notation is shown on Your Sales Receipt/Invoice or ADH is included in Your Plan description.
- Not all types of accidental damages are covered; be sure to read the "EXCLUSIONS" section carefully.

- B. TV SCREEN DAMAGE UPGRADE:** When purchased, this Optional Coverage Upgrade adds the following Coverage for Your eligible TV Product; in the event of a Covered Claim, We will provide for the labor and/or parts necessary to replace Your TV Product's screen if it sustains cracks or scratches due to reasons OTHER than dropping the TV Product and expressly subject to all provisions listed in the EXCLUSIONS section of this Plan.

- C. COMMERCIAL/BUSINESS USE UPGRADE:** When purchased, this optional coverage upgrade provides for the benefits outlined under Your Plan for a Covered Product used in a commercial/business capacity. Products used in a commercial or business capacity are NOT covered unless the optional coverage upgrade has been elected and is confirmed on Your Sales Receipt/Invoice.

- D. WORLDWIDE/EXPORT SERVICE UPGRADE:** When purchased, this optional coverage upgrade provides expansion of the covered outline under Your Plan when You travel overseas. So, the benefits that You are eligible for in the United States of America are also available while traveling abroad. Refer to the "HOW TO FILE A CLAIM" section for complete details regarding this service.

HOW TO FILE A CLAIM:

- A. For General Claims:** Call the toll-free ProtectALL number at [1-866-222-0158] or go online [www.myprotectall.com/brandsmartusa] with Your Sales Receipt/Invoice readily available. We will ask

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you to describe the problem Your Product is experiencing and provide any additional information or documentation to the Administrator to validate Your Claim. After confirmation of Your Claim eligibility under this Protection Agreement, We will attempt to troubleshoot the problem You are experiencing. If We are unable to resolve the problem, We will service Your Covered Product as described under the Coverage section listed above. THIS PROTECTION AGREEMENT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY. If You refuse service on a Covered Product after We have confirmed a repair date and time with You and dispatched the repair servicer to Your location, You will be billed for that servicer's applicable trip charge. Payment of any required Deductible will be collected by the Retailer or Administrator at this time. IMPORTANT: The submission of a Claim does not automatically mean that the damage or breakdown of the Product is covered under this Protection Agreement. For a Claim to be considered, You must contact the Administrator for Claim approval and authorization number (if any).

- B. **FOR WORLDWIDE/EXPORT SERVICE CLAIMS:** If Your Covered Product needs service while traveling abroad, You will need to first obtain a proper Claim authorization number prior to having any services performed on Your Covered Product. You can do this by either sending an email to the Administrator at [internationalsupport@myprotectall.com], calling direct [1-945-235-2274] or online at [www.myprotectall.com/brandsmartusa]. After receiving authorization, You will need to (a) Transport the Covered Product to a service center authorized by Us; (b) Request an estimate for services required to remedy the problem with Your Covered Product; and (c) Produce such estimate to the Administrator for final reimbursement approval. This Protection Agreement will not provide coverage for unauthorized services. You will then provide payment for the cost of services up front, and then submit it to the Administrator for reimbursement. Reimbursement is solely based on the original amount approved by Us and will only be provided to You after the Administrator has received a copy of the

authorized service center's invoice detailing Your Covered Product, a thorough description of services performed and Your Claims authorization number. Once this documentation is received and verified, Your reimbursement will be provided within thirty (30) days of the Administrator's receipt of all requested documentation.

Online:

[www.myprotectall.com/brandsmartusa]

Fax: [1-800-xxx-xxxx]

U.S. Postal Mail: [9151 Boulevard 26, Suite 100B, North Richland Hills Texas 76180]

LIMIT OF LIABILITY: The limit of liability under the Protection Agreement is the cost of the Product Purchase Price.

The following applies for each Covered Product: The maximum amount that We are obligated to pay, at Our discretion, is the LESSER of the cost of:

1. Authorized repairs;
2. A replacement; or
3. Store Credit for a replacement (excluding taxes).

As determined by Us and in accordance with Your purchased Plan. We will not deduct any Claims incurred from the Replacement or Store Credit.

In the event We provide one (1) replacement or one (1) Store Credit for a replacement of Your original Covered Product, that particular Product type will no longer be eligible for coverage under Your original Agreement Term. However, if there are remaining Covered Products listed under this Agreement that have not yet been replaced or received reimbursement for replacement, those Products will continue to be covered throughout the remainder of Your original Term.

LIMIT OF LIABILITY FOR "TV SCREEN DAMAGE UPGRADE: Two (2) screen replacements.

WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, OR LOST TIME RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

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EXCLUSIONS (WHAT IS NOT COVERED): As Related and Applicable To The Covered Product(s), This Protection Agreement Does Not Cover Any Failure, Damage, Repairs or Loss In Connection With or Resulting From:

- Normal wear and tear unless tied to an electrical or mechanical breakdown or otherwise mentioned as covered;
- Abuse, neglect, negligence, misuse, intentional harm or malicious mischief of or to the Covered Product;
- Any Claim for service or replacement of the Covered Product that has not been prior authorized by the Administrator;
- Structural imperfections or cosmetic damage, when such do not impair the overall functionality of the Covered Product, such as scratches, abrasions, or changes in color, texture or finish;
- Pre-existing conditions that occur prior to the effective date of this Protection Agreement or Agreement Transfer;
- Damage from exceeding weight limit restrictions and guidelines for proper distribution of weight as set forth in the user's manual;
- Shipping or delivery charges associated with the initial purchase of the Covered Product;
- Servicing of the Covered Product in association with a non-covered Claim;
- Costs associated with tearing down or refinishing of walls in order to reach and/or evaluate the Covered Product;
- Products not originally covered by a manufacturer's warranty;
- Product repairs that should be covered by the manufacturer's warranty or are a result of a recall;
- Routine, periodic or preventative care and/or maintenance;
- Damage from improper care, intentional or willful mishandling, or introduction of foreign objects into the Covered Product;
- Missing serial number, unauthorized modifications or alterations to a Covered Product, including but not limited to serial numbers;
- Failure to follow the manufacturer's instructions for operation and care of the Covered Product;
- Loss or damage caused by war, invasion, riot, civil disturbance;
- Loss of use during the period that the Covered Product is at an authorized service center or awaiting parts;
- Service where no problem can be found, or noise caused by normal wear and tear due to usage over time;
- Abnormal usage of the Covered Product;
- Any storage media damaged by malfunctioning parts;
- Improper installation of computer components or peripherals;
- Operating software;
- Accidental damage unless ADH coverage was purchased as a part of Your Protection Agreement as described on the Declaration Page and/or Sales Receipt/Invoice;
- Projector or rear projection TV bulbs;
- Claims made under any improperly or incorrectly purchased Protection Agreement;
- Defects due to installation, assembly or hook up of Your Product;
- Any Product that is fraudulently described or materially misrepresented;
- Any item that has been confirmed to be used in a commercial, business, heavy industrial and/or educational institution capacity (unless the "Commercial/Business Use Upgrade" Optional Coverage has been purchased);
- Secondary or collateral damage;
- Water damage caused by leaking appliances, water heaters, skylights, and pipes;
- 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 the Product;
- Screen monitors with imperfections, including "burn-in" or burned CRT phosphor;
- Replacement of consumable items, including but not limited to, batteries, toner, ribbons, ink cartridges, drums, belts or fuses, connectors, filters, bags, and lint screens;
- Theft, loss or vandalism of or to the Covered Product;

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- Intentional damage or willful abuse or misuse of the covered Product;
- Rust, corrosion, warping, bending, animals (including pets), animal inhabitations or insect infestations;
- Damage from mildew or mold;
- Any product used in a commercial setting unless You purchased a Commercial/Business Use Upgrade Coverage;
- Animal damage or infestations, unless otherwise mentioned;
- Natural flaws or inherent design of jewelry or watch;
- Water damage to watches if used under conditions which exceed the manufacturer's resistance guidelines;
- Tampering with prongs, bezels or other elements designed to secure stones of jewelry or watch;
- Failure caused by excessive or abusive treatment of jewelry or watch;
- Physical loss of diamonds, gemstones, or other materials unless the loss is related to a functional breakdown of the covered product;
- Any failure, damage, repairs or loss that is covered under any other protection agreement, warranty, guarantee, service agreement or insurance;
- Fortuitous events; including, but not limited to environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation, humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action, governmental act, or internet or other telecommunications malfunction;
- Notwithstanding any provision to the contrary, this Agreement excludes any loss, damage, liability, expense, fines, penalties, or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following, including any fear or threat thereof, whether actual or perceived:
 - Any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); Or
 - Coronavirus (COVID-19) including any mutation or variation thereof; Or
 - Pandemic or Epidemic, as declared as such by the World Health Organization or any Governmental Authority.
- In addition to the above, the following specifically apply to the "TV Screen Damage Upgrade" Optional Coverage only:
 - Damage or breakdown resulting from dropping the product or spilling liquid onto it.
 - Screen/monitor imperfections; including but not limited to burned in images in the CCD, LED or plasma screen caused by video games, prolonged display of one or more video signals or operation of the Product with an aspect ratio that is inconsistent with the manufacturer's recommendations.
- In addition to the above, the following specifically apply to products covered under the "Watch Repair Plan":
 - Inherent product defects or flaws;
 - Loss of diamonds, gemstones or other materials from bezel greater than 0.10 carat;
 - Repair or replacement of scratched crystals;
 - Rolex brand watches;
 - Any watch with an MSRP of \$1000 or greater;
 - Cosmetic damage to the case, bracelet, band or strap;
 - Cosmetic scratches and dents on non-silver tone stainless steel watch band or strap;
 - Screen imperfections, pixel burnout or other image failure caused by the use of product in a manner that is inconsistent with the manufacturer's specifications;
 - Watch batteries;
 - Water damage if used under conditions which exceed the manufacturer's water resistance guidelines.

This Protection Agreement is Valid and Eligible for Purchase in the contiguous United States of America, plus Alaska and Hawaii.

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MANUFACTURER'S RESPONSIBILITY:

Parts and services covered during the manufacturer's warranty period are the responsibility of the original manufacturer of Your Covered Product.

GENERAL PROVISIONS:

1. **Subcontract.** We may subcontract or assign performance of Our obligations to third parties, but We shall not be relieved of Our obligations to You when doing so.
2. **Waiver; Severability.** The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If any provision of these terms and conditions is unenforceable or invalid under any applicable law or be held by application court decision, such as unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
3. **Notices.** You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You produce Us. All notices or requests pertaining to this Protection Agreement will be in writing and may be sent by any reasonable means including by mail, email, fax, text message or recognized commercial courier. Notices are considered delivered when sent to You by email or fax number that You produced to Us, or three (3) days after mailing to the street address You provided.

TRANSFER OF PROTECTION AGREEMENT:

This Protection Agreement may be assigned or transferred to a subsequent owner of the product at no charge. To transfer this Protection Agreement contact the Administrator toll free [1-866-222-0158] or online at

[www.myprotectall.com/brandsmartusa]. Information provided by you must include the Agreement number, date of transfer, new owner's name, complete address, and telephone number.

RENEWAL: This Protection Agreement is renewable, at Our discretion.

MOVING: In the event You move or relocate, please contact the Administrator to update Your service address.

CANCELLATION. This Contract will automatically cancel and no longer be in force upon Your receipt or completion of benefits provided to You in accordance with the terms herein arising from any Claim. This Protection Agreement may be cancelled by You for any reason, including, but not limited to, the Product covered by the Protection Agreement being sold, lost, stolen or destroyed. To cancel the Protection Agreement, contact the Administrator toll-free at [1-866-222-0158]. If You cancel this Protection Agreement within the first thirty (30) days of the date this Protection Agreement was mailed to You, or within ten (10) days of delivery of this Agreement if delivered to You at the time of sale, and no Claims have been made hereunder, You will receive a full refund of the purchase price of this Protection Agreement. If You cancel this Protection Agreement after the thirty (30) days of the date this Protection Agreement was mailed to You, or after ten (10) days of delivery of this Protection Agreement if delivered to You at the time of sale, You will receive a pro rata refund of the purchase price of the Protection Agreement calculated based on the elapsed time since the commencement of the Protection Agreement, less any Claims paid. Cancellations initiated by You after the first thirty (30) days of the date this Protection Agreement was mailed to You, or after ten (10) days of delivery of this Protection Agreement if delivered to You at the time of sale may be subject to a cancellation fee in an amount not to exceed ten percent (10%) of the purchase price of the Protection Agreement or twenty-five dollars (\$25), whichever is less. If You financed the purchase of this Protection Agreement, any refund due as a result of Your cancellation of the Agreement will be paid directly to the lender of record. The Cancellation provisions apply to the original purchaser of this Protection Agreement only.

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OUR RIGHT TO RECOVER PAYMENT: If You have a right to recover against another party for anything We have paid under this Protection Agreement, 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.

PRIVACY AND DATA PROTECTION: (For any Covered Product that uses wireless data) You agree that any information or data disclosed to Us under this Agreement is not confidential. Furthermore, You agree that We may collect and process data on Your behalf when We provide the services contemplated under this Agreement. This may include transferring Your data to affiliated companies or third-party service providers in accordance with Our Customer Privacy Policy. Except for the purposes of providing service in this Agreement, We will not share Your information with third parties without Your permission and We will comply with applicable privacy and data protection laws in Your jurisdiction.

Unless specifically prohibited by Your jurisdiction's privacy and data protection laws, We may transfer Your information to other countries and jurisdictions provided that anyone to whom We transfer Your information provides an adequate level of protection. In addition, Your information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

ARBITRATION: Please read this arbitration provision carefully. It affects Your rights.

Most of your concerns about this Protection Agreement can be addressed by contacting the Administrator at [1-866-222-0158]. If We cannot resolve any disputes with You related to the Protection Agreement, including Claims, You and We agree to resolve those disputes through binding arbitration or small claims court instead of through courts of general jurisdiction. Further, You and We agree to waive our rights to a trial by jury and to not participate in any class arbitrations or class actions. This Protection Agreement is evidence of a transaction in interstate commerce and the Federal Arbitration Act applies to and governs the enforcement of any arbitration hereunder. The provisions of this ARBITRATION section shall survive the termination of this Protection Agreement. By purchasing this Protection Agreement you agree to the following dispute

resolution protocol. Any and all claims, disputes, or controversies of any nature whatsoever or other intentional tort, property, or equitable claims arising out of, relating to, or in connection with (1) this Protection Agreement or any prior Agreement or product, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this provision or of the entire Agreement ("Dispute"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Dispute is filed. The terms of this provision shall control any inconsistency between the AAA's Rules and this provision. You may obtain a copy of the AAA's Rules by calling [1-800-778-7879]. Upon written request We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusion of law. The arbitration shall be held at a location selected by Us with the state in which You purchased this Agreement. This provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 I.S.C. § et. Seq. If any portion of this provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the provision, except that in no event shall this provision be modified or construed to permit or mandate arbitration on behalf of a class of claimants or individuals other than You, or to apply to Disputes other than Yours. This Provision shall inure to the benefit of and be binding on You and Us and its provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Agreement.

YOU AND WE UNDERSTAND AND AGREE THAT, BECAUSE OF THIS PROVISION NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY DISPUTE.

FRAUD RESULTS IN HIGHER COSTS TO THE CONSUMER AND IS ILLEGAL.

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Insurance Securing this Protection Agreement: This Protection Agreement is not an insurance policy. It is secured by contractual liability policies provided by Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108 [877-861-2176]. If within sixty (60) days, We have not paid a covered Claim, provided You with a refund or You are otherwise dissatisfied, You may make a claim directly to the insurance company.

You are not required to purchase this Protection Agreement as a condition of a loan or a condition for the sale of any property.

ENTIRE AGREEMENT:

Unless amended by the State Specific Requirements or revised by Us with at least thirty (30) days advance written notice to You, this Protection Agreement sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms. The entire contract includes these Terms and Conditions, the Declaration Page and Your Sales Receipt/Invoice showing the purchase price of this Protection Agreement and the Product Purchase Price for the Covered Product.

STATE SPECIFIC REQUIREMENTS:

The following state variations shall control if inconsistent with any other terms and conditions of this Protection Agreement:

ALABAMA only: Our obligations under this Agreement are guaranteed under a service contract reimbursement insurance policy issued by Arch Insurance Company, at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. These provisions apply only to the original purchaser of the Agreement. In the event the Provider/Obligor cancels the Agreement, the Provider/Obligor will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the Agreement fee or a material misrepresentation by You relating to the covered property or its use.

ARIZONA only: You have a duty to protect against any further damage to the covered Product after the Product has been

damaged and shall follow any requirement specified in the owner's manual of the Product.

Cancellation: If Your written notice of cancellation is received prior to the expiration date, We will provide a pro rata refund after deducting for administrative expenses associated with the cancellation, regardless of prior services rendered against the Agreement. No Claim incurred or paid shall be deducted from the amount of the refund. The cancellation provision shall not contain both a cancellation fee and a cancellation penalty. The administrative expenses may not exceed ten percent of the gross amount paid by You for the Agreement. To arrange for cancellation of this Agreement, please contact Your Retailer. First Shield Consumer Service Corporation is the Provider/Obligor for this Agreement in Arizona.

Dispute Resolution: Both parties must agree to arbitration. Additionally, as an Arizona resident you may follow the process to resolve complaints under the provisions of A.R.S. §§20-1095.09 and 20-461, Unfair Trade Practices, as outlined by the Arizona Department of Insurance and Financial Institutions. You have a right to file a complaint with the Department of Insurance and Financial Institutions against Us by contacting the Department of Insurance and Financial Institutions at [800-325-2548] or difi.az.gov/complaint.

Our obligations under this Agreement are insured under a mechanical service contract reimbursement insurance policy issued by Arch Insurance Company, at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

ARKANSAS only: We shall mail a written notice of cancellation to You within fifteen (15) days of the date of termination in the event We terminate this Agreement.

CALIFORNIA only: With respect to California Agreement holders, the Administrator under the Agreement is ProtectAll USA, LLC. The Provider/Obligor under the Agreement is First Shield Consumer Service Corporation. This Agreement may be cancelled by You for any reason, including, but not limited to, the Products covered under this Agreement being sold, lost, stolen or destroyed. If You decide to cancel the Agreement, and a cancellation notice is received by the Retailer within 60 days of the date You received the Agreement, and You have

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made no Claims against the Agreement, You will be refunded the full Agreement price, or if (a) a claim is made with the first 60 days after Your receipt of this Agreement, or (b) the Agreement is cancelled by written notice after 60 days from the date You received the Agreement, then in either case, You will be refunded a pro-rated amount of the Agreement price, less any Claims paid and less an administrative fee of 10% of the Agreement price or \$25, whichever is less, unless otherwise precluded by law. To arrange for cancellation of this Agreement, please contact Your Retailer.

CONNECTICUT only: The term of this Agreement is automatically extended by the length of time in which the Product is in the Provider/Obligor's custody for repair under the Agreement. In the event of a dispute with the Provider/Obligor, 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 this Agreement.

DISTRICT OF COLUMBIA only: You may return this Agreement within 30 days of the date this Agreement was mailed to You, or the date of delivery if this Agreement was delivered to You at the time of sale. Upon return of the Agreement to the provider within the applicable time period, if no Claim has been made under this Agreement, the Agreement shall be void and We shall refund You or credit the account of this Agreement, with the full purchase price of this Agreement. The right to void this Agreement shall not be transferable and shall apply only to the original Protection Agreement purchaser and only if no Claim has been made prior to its return to the Us. If a Claim has been made under this Agreement within that time period, You may cancel this Agreement and We shall refund to You 100% of the unearned pro rata purchase price, less any Claims paid, and administrative fee charged. We may charge a reasonable administrative fee not to exceed 10% of the gross purchase price paid by You.

FLORIDA only: If You cancel this Agreement, You will receive a refund equal to 90% of the unearned pro rata purchase price of the Agreement, less any Claims that have been paid or less

the cost of repairs made on Your behalf. To arrange for cancellation of this Agreement, please contact Your Retailer. If We cancel this Agreement, You will receive one hundred percent (100%) of the unearned pro rata purchase price of the Agreement, less any Claims paid, or the cost of repairs made on Your behalf. The rates charged for the Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

GEORGIA only: Arbitration: If You are a resident of Georgia, **Section 15 Arbitration does not apply to you. We may cancel the Contract upon thirty (30) days written notice to You for fraud, material misrepresentation, or nonpayment. Such notice shall provide the reason for cancellation and the effective date of such cancellation, and You shall be refunded 100% of the unearned pro rata purchase price, less Claims paid. A reasonable cancellation fee may be charged by Us not to exceed 10% of the unearned pro rata purchase price.** You may cancel this Agreement at any time by notifying the Retailer in writing or by surrendering the Agreement to the Retailer, whereupon the Retailer will refund the unearned pro rata purchase price based on the time remaining on the request for cancellation. To arrange for cancellation of this Agreement, please contact Your Retailer. The Provider/Obligor is also entitled to cancel the Agreement at any time based upon fraud, misrepresentation, nonpayment of fees by You, or non-renewal. Administrator may cancel the Agreement upon thirty (30) days written notice to You.

All references to the denial of coverage or exclusion from coverage for pre-existing conditions shall not apply in cases where such conditions were known, or should reasonably have been known, by Us or the Retailer.

Procedures for cancellation of the Agreement will comply with section 33-7-6 of the Georgia code.

HAWAII only: You may return this Agreement within thirty (30) days of the date the Agreement was provided to You or within twenty (20) days if the Agreement was delivered to You at the time of sale. If you return this Agreement within the applicable time period, and If You made no Claim, this Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Agreement, please contact Your Retailer. The Provider/Obligor will pay a penalty of ten percent

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(10%) on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to the Retailer. These provisions apply only to the original purchaser of the Agreement. In the event the Provider/Obligor cancels the Agreement, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation by You relating to the Product or its use, or a substantial breach of Your duties relating to the Product or its use. Our obligations under this Agreement are insured under a service contract contractual liability policy issued by Arch Insurance Company, 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108

ILLINOIS only: First Shield Consumer Service Corporation (and not the dealer or manufacturer) is the Provider/Obligor under this Agreement in the State of Illinois. The Provider/Obligor will pay the cost of covered parts and labor necessary to restore the Product to normal condition as a result of covered failure due to normal wear and tear. You may cancel this Agreement at any time. If You cancel this Agreement within the first thirty (30) days of purchase and if no service has been provided to You, You shall receive a full refund of the purchase price less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). If You cancel this Agreement at any other time or if You cancel after service has been provided to You, You shall receive a refund equal to the pro rata purchase price less the value of any service received and less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). To arrange for cancellation of this Agreement, please contact Your Retailer.

INDIANA only: This Agreement is not insurance and is not subject to Indiana insurance law.

MAINE only: [If the covered Product requires emergency repairs outside of normal business hours, You can submit your Claim by calling toll-free at [855-671-1319].

MARYLAND only: You may cancel this Agreement within 20 days after receipt of this Agreement if mailed to You or within 20 days after the date of delivery of this Agreement if delivered

to You at the time of sale. If You cancel this Agreement within this time, and a Claim has not been made under the Agreement prior to its cancellation, the Agreement is void and We shall refund to You in the full consideration paid for this Agreement within 45 days after the cancellation. [Any means established by Us for quick informal settlement of a service contract dispute].

MASSACHUSETTS only: You have the duty to protect against any further damage after the covered Product has been damaged and shall follow the requirements contained in the owner's manual for the Product. Our obligations under this Agreement are insured under a service contract reimbursement insurance policy issued by Arch Insurance Company, at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

MINNESOTA only: You have the duty to protect against any further damage to the covered Product after the Product has been damaged and shall follow the requirements contained in the owner's manual for the Product. Our obligations under this Agreement are insured under a service contract reimbursement insurance policy issued by Arch Insurance Company, at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

MISSOURI only: Obligations of the provider under this service contract are guaranteed under a reimbursement insurance policy. If the provider fails to pay or provide service on a Claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a Claim directly against the insurance company. To arrange for cancellation of this Agreement, please contact Your Retailer. The Provider/Obligor will pay a penalty of ten percent (10%) on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to the Retailer. The following sentence is added as the last sentence of Section E What to do if you require service: If it is an emergency and We cannot be reached, You can proceed with repairs. We will reimburse You or the repairing facility in accordance with the Agreement provisions.

MONTANA only: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.

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NEVADA only: In the event You are not satisfied with the manner in which We are handling a Claim, You may file a complaint with the Nevada Division of Insurance by calling (888) 872-3234. To arrange for cancellation of this Agreement, please contact Your Retailer. If We do not provide refund within 45 days of cancellation, We will pay You a penalty of 10 percent (10%) of the purchase price for each 30-day period that the refund remains unpaid. You may also cancel this Agreement at any other time and receive a refund equal to the pro rata purchase price. These provisions apply only to the original purchaser of the Agreement.

We may not cancel this Agreement once it has been in effect for at least seventy (70) days, except for the following conditions:

- (a) Failure by You to pay the Agreement purchase price;
- (b) Your conviction of a crime which results in an increase in the service required under the Agreement;
- (c) Discovery of fraud or material misrepresentation perpetrated by You in purchasing this contact or obtaining service;
- (d) The discovery of an act or omission, or a violation of any condition of this Agreement by You which substantially and materially increases the service requested under the Agreement; or
- (e) A material change in the nature or extent of the service required under the Agreement, which occurs after the purchase of this Agreement, and substantially and materially increases the service required beyond that contemplated at the time of purchase.

If We cancel this Agreement for any of the above reasons, You will receive a refund equal to the pro rata purchase price. With respect to each Product covered under the Agreement, the Administrator and/or Provider/Obligor liability is limited to the original retail purchase price You paid for such Product. We may not cancel the Agreement until at least fifteen (15) days after the notice of cancellation has been mailed to You. The obligations under the Agreement are guaranteed by Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

NEW HAMPSHIRE only: In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1 [(800) 852-3416]. The obligations under this Agreement are insured by a contractual liability policy issued by Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Provider/Obligor ceases to do business or goes bankrupt, You may file Your Claim directly with Arch Insurance Company.

NEW JERSEY only: Obligations of the provider under this Agreement are insured under a service contract reimbursement insurance policy.

NEW MEXICO only: To arrange for cancellation of this Agreement, please contact Your Retailer. The Provider/Obligor will pay a penalty of ten (10%) percent per month on a refund that is not made within sixty (60) days of the return of the Agreement. These provisions apply only to the original purchaser of the Agreement. We may not cancel this Agreement once it has been in effect for seventy (70) days except for the following conditions:

- (a) Failure to pay an amount when due;
- (b) Your conviction of a crime that results in an increase in the service required under the Agreement;
- (c) Fraud or material misrepresentation by You in obtaining the Agreement or in presenting a Claim for service thereunder; or
- (d) Discovery of an act or omission or a violation of any condition of the Agreement by You, which substantially and materially increases the service required under the Agreement

If We cancel this Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The written notice is not required, if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation, or a substantial breach of duties by You relating to the Product or its use.

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NEW YORK only: The obligations of the Provider/Obligor under this Agreement are insured under a service contract reimbursement insurance policy issued by Arch Insurance Company. If the Provider/Obligor fails to perform under this Agreement, including failure to return any unearned fee in the event of cancellation, Arch Insurance Company will pay all sums the Provider/Obligor is legally obligated to pay under this Agreement or perform any service the Provider/Obligor is legally obligated to perform under this Agreement. To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten percent (10%) per month on a refund that is not made within thirty (30) days of return of the Agreement. These provisions apply only to the original purchaser of the Agreement. In the event We cancel the Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. A written notice is not required, if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation, or a substantial breach of duties by You relating to the Product or its use. If a Claim for service has not been completed within sixty (60) days after proof of loss has been filed, the Claim can be submitted to Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108, 1 [(800)-821-5546].

NORTH CAROLINA only: The purchase of this Agreement is not required in order to obtain financing. We may not cancel this Agreement except for nonpayment by You or for violation of any of the terms and conditions of the Agreement. If You cancel this Agreement, You will receive a pro-rata refund, less the cost of any Claims paid and less a **cancellation fee of ten percent (10%)** of the amount of the refund. To arrange for cancellation of this Agreement, please contact Your Retailer.

OKLAHOMA only: Obligations of the provider under this Agreement are insured under a service contract reimbursement insurance policy. The Provider/Obligor under this Agreement is First Shield Consumer Service Corporation (License # 510067482). In the event You cancel this Agreement, You shall receive a refund equal to ninety percent (90%) of the unearned pro-rata purchase price less the cost of any service received. To arrange for cancellation of this Agreement, please contact Your Retailer. In the event We cancel this Agreement, You shall receive a refund equal to one

hundred percent (100%) of the unearned pro-rata purchase price, less the cost of any service received. This is not an insurance contract. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association.

If You are a resident of Oklahoma, the following shall replace all references to Arbitration in these Terms and Conditions: Arbitration is not mandatory and has to be by mutual agreement.

OREGON only: If You are a resident of Oregon, the following shall replace all references to Arbitration in these Terms and Conditions: Arbitration is not mandatory and has to be by mutual agreement.

SOUTH CAROLINA only: In order to prevent damage to the Product, please refer to the owner's manual. This Agreement does not cover repair and replacement necessitated by loss or damage resulting from 1) any cause other than normal use and operation of the Product in accordance with manufacturer's specifications and/or owner's manual or 2) failure to use reasonable means to protect Your Product from further damage after a failure occurs. To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten percent (10%) per month on a refund that is not made within forty- five (45) days of return of the Agreement. These provisions apply only to the original purchaser of the Agreement. In the event We cancel the Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The written notice is not required if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered Product or its use. 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 by phone at (800) 768-3467

TEXAS only: If You cancel this Agreement within 30 days after the date of purchase We shall refund the full purchase price You paid for this Agreement less any Claims paid. To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten (10) percent of the

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amount outstanding per month on a refund that is not made within forty-five (45) days. These provisions apply only to the original purchaser of the Agreement. In the event We cancel the Agreement, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation by You relating to the covered Product or its use, or a substantial breach of Your duties relating to the covered Product or its use. Obligations of the Provider under the Agreement are insured under a service contract reimbursement policy. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy. In the event We do not pay out a Claim, You may apply for reimbursement directly to the insurer if a covered Claim is not provided to You by the Us before the 61st day after the date the You provide a proof of loss. Texas License Number of the Administrator: 300

UTAH only: The language in the CANCELLATION section regarding Our rights to cancel this Agreement is deleted and replaced with: We may cancel this Agreement by providing You with thirty (30) days written notice for the following reasons only: material misrepresentation, substantial change in the risk assumed or substantial breaches of contractual duties. We may cancel this Agreement by providing You with ten (10) days written notice, if the reason for cancellation is non-payment by You. The following sentence is added as the last sentence of the WHAT TO DO IF YOU REQUIRE SERVICE section: If it is an emergency situation and We cannot be reached, You can proceed with repairs. We will reimburse You or the repairing facility in accordance with the Agreement provisions. All references to the denial of coverage or exclusion from coverage for pre-existing conditions shall not apply in cases where such conditions were known, or should reasonably have been known, by Us or the Retailer. The following sentences are added to the end of the DISPUTE RESOLUTION section: Any matter in dispute between You and Us 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 Us. Any decision reached by arbitration shall be binding upon both you and Us. 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. Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. Should the provider fail to pay or provide service on any Claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the Insurance Company. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. This Service Agreement or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

VERMONT only: To arrange for cancellation of this Agreement, please contact Your Retailer. Our obligations under this Agreement are supported by a contractual liability insurance policy issued by Arch Insurance Company. In the event that We are unable to perform under the Agreement, Arch Insurance Company, which shall pay on Our behalf any sums We are legally obligated to pay and shall provide the service, which We are legally obligated to perform according to Our contractual obligations under the Agreement.

VIRGINIA only: If any promise made in the Agreement 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. You are hereby notified that the purchase of the contract is not mandatory and may be waived.

WASHINGTON only: You may return this Agreement within twenty (20) days of the date the Agreement was provided to You or within ten (10) days, if the Agreement was delivered to You at the time of sale. We will pay a penalty of ten percent (10%) per month on a refund that is not made within thirty (30) days of return of the Agreement. The "Guarantee" provision of these Terms and Conditions as set forth above is deleted in its entirety and replaced with the following: This is not an insurance policy. Obligations of the service contract provider

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under this service contract are insured under a service contract reimbursement insurance policy. The provider is First Shield Consumer Service Corporation, located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. You may contact them toll-free at [877-861-2176].

WISCONSIN only: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Arbitration: If You are a resident of Wisconsin, the following shall replace all references to Arbitration in these Terms and Conditions: Arbitration is not mandatory and has to be by mutual agreement. If a Claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, or if the Provider becomes insolvent or otherwise financially impaired, the Claim can be submitted to Arch Insurance Company, who insures Our obligations under this Agreement, located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108, [(800)-821-5546]. To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten (10) percent per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. We may cancel this Contract for the following reasons only: (a) for nonpayment of the provider fee, (b) material misrepresentation by You to Us or the administrator, or (c) substantial breach of duties by You relating to the covered product or its use. If We cancel the Contract for any those reasons we will deliver to You, at Your last-known address in Our records, written notice stating the effective date of and the reason for the cancellation at least 5 days prior to effective date of cancellation. These provisions apply only to the original purchaser of the Agreement. In the event that You experience a total loss of the Product covered by this Agreement that is not covered by a replacement of the Product pursuant to the terms of the Agreement, You shall be entitled to cancel this Agreement and receive a pro rata refund of any unearned Agreement fee, less any Claims paid. Lack of pre-authorization shall not be the sole grounds for a Claim denial; however, unauthorized repairs may not be covered if evaluated to have been at an unreasonable expense. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.

WYOMING only: To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. These provisions apply only to the original purchaser of the Agreement. In the event We cancel this Agreement, We will mail a written notice to You at Your last known address at least ten (10) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required, if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation by You relating to the covered Product or its use, or a substantial breach of Your duties relating to the covered Product or its use. Obligations under this Agreement are insured by Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. In the event covered service is not provided by Us within sixty (60) days of You submitting proof, You are entitled to apply directly to the reimbursement insurance company.