

## **BIKING SOLUTION PRODUCT SERVICE CONTRACT**

Administrator: Guardsman US LLC  
P.O. Box 1189  
Bedford, TX 76095  
Telephone: 1-866-493-6573

**CONGRATULATIONS:** Thank You for Your recent purchase of the Biking Solution service contract (the “Service ”, “Contract”). We hope You enjoy the added comfort and protection this Service Contract provides. Please keep this Service Contract in a safe place along with the sales receipt/invoice that You received when You purchased this plan, as You will need them to verify Your coverage at the time of service. This information will serve as a valuable reference guide and will help You determine what is covered by this Service Contract. From the day You purchase this Service Contract the Administrator will assist You in understanding Your Service Contract benefits.

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### **DEFINITIONS**

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**“We”, “Us” and “Our”:** The Provider/Obligor, Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, or the Dealer from whom You purchased Your Service Contract. (Florida Residents: this Service Contract is an agreement between You and WCPS of Florida, Inc. (License No. 80202). 2200 Highway 121, Ste. 100, Bedford, TX 76021). In Florida “We”, “Us” and “Our” shall mean WCPS of Florida, Inc., “You” or “Your” shall mean the purchaser of the Product(s) covered by this Service Contract.

**“Abuse”:** the treatment of the Product in a harmful, injurious, malicious, or offensive manner which results in its damage and/or failure.

**“Accidental Damage From Handling (ADH)”:** ADH is not covered by this Service Contract. If you Covered Product sustains damage resulting from a defined ADH covered Claim, this Service Contract provides coverage for labor and/or parts required to repair Your Covered Product. NOTE: Not all types of accidental damage is covered; be sure to read the EXCLUSIONS section carefully.

**“Administrator”:** the entity responsible for administering benefits to You in accordance with the Service Contract terms and conditions, Guardsman US LLC, PO Box 1189, Bedford, TX 76095 (Florida Residents: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202).

**“Claim”:** a request for service or payment in accordance with this Service Contract sent by You to the Administrator or Us.

**“Commercial Use”:** use of the Product for competitive, rental, business, educational or institutional purposes.

**“Cosmetic Damage”:** damages or changes to the physical appearance of the Product that does not impede or hinder the Product’s normal operational function, such as scratches, abrasions, or changes in color, texture, or finish.

**“Deductible”:** the amount You are required to pay, per claim, for services covered under this Service Contract (if any).

**“Failure”:** the mechanical or electrical breakdown of Your Product to perform its intended function due to defects in materials or workmanship during normal usage of Your Product.

**“Covered Product” or “Product”:** the item(s) which You purchased with and is covered by this Service Contract, including bicycles, tricycles, mountain bikes, road bikes, e-bikes, scooters, hoverboards, excluding motorized gas powered bicycles and tricycles products.

**“Product Purchase Receipt”:** the receipt document (paper or email) provided as proof of Your Product purchase that indicates the date in which the Product was purchased along Product Purchase Price as of its purchase date.

**“Product Purchase Price”:** the amount paid by You for the covered Product; excluding any applicable taxes and/or fees.

**“Service Contract Purchase Price”:** the amount paid by You for the Service Contract (excluding any applicable taxes and/or fees), as indicated on Your Contract Purchase Receipt.

**“Service Contract Purchase Receipt”:** the receipt document (paper or email) provided as proof of Your purchase that indicates the date in which the Service Contract was purchased along with information identifying the covered Product.

**“Term”:** the period of time in which the provisions of this Service Contract are valid, as indicated on Your Service Contract Purchase Receipt.

**“You”, “Your”:** the purchaser/owner of the Product covered by this Service Contract.

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### TERRITORY

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THIS SERVICE CONTRACT IS VALID AND ELIBIBLE FOR PURCHASE IN THE FOLLOWING JURISDICTIONS ONLY: the contiguous United States, plus Alaska and Hawaii. **(NOTICE: all outlying U.S. territories, including but not limited to Puerto Rico, and all Canadian provinces/territories are expressly EXCLUDED.)**

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### PRODUCT ELIGIBILITY

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This Service Contract covers eligible Products (as defined) that are purchased as new and manufactured for use in the United States; which at the time of purchase included a manufacturer's warranty valid in the United States providing minimum coverage of ninety (90) days parts and labor. Coverage outlined in this Service Contract only applies to Product not covered under any other insurance warranty, guarantee and/or service contract providing the same benefits as outlined herein. Product must also be solely intended for normal personal use and not intended for Commercial Use. Accessories that attach to and are purchased concurrently with the Product are also eligible for coverage under this Service Contract.

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### YOUR RESPONSIBILITIES

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**PRODUCT PROTECTION:** Be sure to properly store and operate Your Covered Product in accordance with the manufacturer's warranty and /or owner's manual at all times. If You suspect damage or breakdown of Your Product, You should promptly take reasonable precautions in order to protect against further damage. ***Any Claim determined to be a result of neglect, negligence, misuse, or abuse (as defined in the EXCLUSIONS section of this Contract) of or to the Covered Product is NOT covered under this Contract.***

**MAINTENANCE AND INSPECTIONS:** If specified in the Products manufacturer's warranty, assembly and/or owner's manual, You must perform all of the care, maintenance and inspections for the Product as indicated. You may be required to provide proof of fulfillment of such maintenance, care and/or inspections services at the time of Claim. ***Any Claim determined to be a result of Your lack of compliance with the Product manufacturer's warranty, assembly and/or owner's manual will NOT be covered under this Contract.***

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### IMPORTANT PRODUCT INFORMATION

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If Your Product is exchanged by the manufacturer or Retailer, You should advise the Administrator as soon as practicable the make, model, and serial number of the exchanged Product. You can do this by either calling the Administrator at 866-493-6573 or by writing to the Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: Data Entry. Note: in the event of such exchange, the Term of Your originally purchased Service Contract remains in effect and does not automatically extend.

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### CONTRACT TERM: EFFECTIVE DATE OF COVERAGE

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This Service Contract shall be effective as of the date you purchased Your Product. It shall remain in effect, subject to the Limit of Liability defined above, for a period of two (2), three (3) or five (5) years as indicated on your sales receipt. The Product manufacturer has primary responsibility for replacement or repair of the covered Product during the manufacturer's warranty period. This Service Contract shall terminate completely upon replacement of Your Product or at the end of the term specified in Your sales receipt, whichever occurs first. All Products replaced under this plan are the property of Us in their entirety.

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### IMPORTANT DISCLOSURES REGARDING "WHAT IS COVERED"

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Coverage described in this Service Contract 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 Contract; regardless of the manufacturer's ability to fulfill its obligations.

**ALL COVERAGE PROCLAIMED UNDER THIS SERVICE CONTRACT IS EXPRESSLY SUBJECT TO THE "LIMIT OF LIABILITY" AND "EXCLUSIONS" PROVISIONS. READ THESE SECTIONS CAREFULLY.**

**About Repairs:** When provided, parts used for repairs may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of Your original Covered Product.

**About Replacements:** Reasonable efforts will be made in order to replace Your original Covered Product with a same match; however, there may be some cases where it is impossible to procure an exact match (for example, the manufacturer may have deemed the model or color obsolete). In such situations, We will provide You with a replacement that may be a new, rebuilt, or refurbished product that is at least of

equal features and functionality, but it may be a 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 Contract does not provide any reimbursement for such a cost difference. Also know that any/all parts, components, or whole products that We provide replacement for will automatically become Our property. The replacement Product product will not extend Your Contract Term and is ineligible for continued coverage under Your original Contract. However, You may be able to purchase a new Service Contract for Your replacement Product product based on current product eligibility and coverage availability. (Note: You may be required to ship or deliver the defective Product prior to receiving an authorized replacement Product product.)

**About Reimbursements:** In the event We determine to provide You with reimbursement towards the replacement of the defective Product, such reimbursement may be in the form of a check, voucher, Retailer gift card, or store credit, provided at Our sole discretion, and the value of such will not exceed the amount equal to the [Product Purchase Price shown on Your Contract Purchase Receipt and Your Product Purchase Receipt. (Note: You may be required to ship or deliver the defective Product prior to receiving any authorized reimbursement.)

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#### WHAT IS COVERED

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Products that are purchased with a manufacturer’s warranty of at least one (1) year on parts and labor, and except gas powered Products]. In consideration of payment of the Service Contract price, We will furnish or pay for labor and parts or replacement Product required to repair a mechanical failure of the covered Product caused by defects in workmanship and/or materials during normal usage for the term of this Service Contract, provided the Product is not covered under any other warranty or service contract. In the event of a Claim, We will repair or, at Our discretion, replace the Product with a new, rebuilt, or refurbished Product of equal features and functionality from the same manufacturer of the original Product if possible; otherwise, We shall provide an equivalent Product from another similar manufacturer. Upon replacement of a Product, We will have no further obligation to repair or replace the Product and you will not be entitled to make any further claims for its repair or replacement. This Service Contract 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 “EXCLUSIONS (WHAT IS NOT COVERED)”.

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#### BIKING SOLUTION PRODUCT SERVICE CONTRACT COVERAGE SPECIFICS

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Coverage begins from the date the Product is purchased and continues for the term indicated on Your sales receipt. Coverage includes:

- Complete parts and labor – Original manufacturer’s warranty always takes precedence over Service Contract coverage. The retailer will be reimbursed for labor when they file a claim on a part that is still covered under the term of Complete coverage for parts and labor begin after the original manufacturer’s warranty.
- Wheels
  - Spokes
  - Rims
  - Hubs
  - Valve systems
- Quick releases
- Fork, including skewers
- The Crank Assembly
  - Chain wheels
  - Crank Arms
  - Pedals
  - Bottom bracket
- Brakes
  - Brake lines
  - Brake cables
  - Brake levers
  - Brake housing
  - Rotors
  - Hoses

- Fluid reservoirs
- Calipers
- Drive trains
  - Chain – when chain fails to meet normal standards of operating performance.
  - Chain rings
  - Deraillleur (front & rear)
  - Shifters, cables, and housing
  - Freewheel/cassette

**Limited to two drive train repairs or replacements of chains, cassettes, and chainrings per Service Contract**

- Suspension
  - Front
  - Rear
- Handlebar
- Handlebar grips
- Handlebar stem
- Headset
- Pedals
- Saddle
- Seat post
- Seat frame
- Seat rails
- Seat collar

ELECTRICAL BICYCLES, IN ADDITION TO THE ABOVE:

- Motor; EXCLUDES BATTERIES
- Controller
- Electrical bike cabling
- Accessories
  - All functionally operational accessories physically attached to the bike on the date of sale are covered]

**Wheels and Tires Plan:** If You purchased the Wheels and Tires Plan (“Your Plan”), in the event of a covered claim resulting from accidental damage from handling or Failure (as defined), Your Plan provides replacement of the wheels and/or tires on Your Product (labor costs are not included). Replacement products and/or components may be a new or refurbished product of equal or similar features and functionality, but not necessarily the same brand. Any and all parts or units replaced under this Service Contract become Our property in their entirety. Only one tube, tire, and wheel replacement is permitted each term year.

**Accidental Damage from Handling Coverage (ADH Coverage):** If purchased, ADH Coverage augments Your Service Agreement 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, and subject to the exclusions below:

**ADH COVERAGE DOES NOT PROVIDE PROTECTION AGAINST WEAR AND TEAR, THEFT, MYSTERIOUS DISAPPEARANCE, MISPLACEMENT, 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. ANY RESULTANT DAMAGE FROM THIS TYPE OF TREATMENT IS NOT COVERED BY ADH COVERAGE.**

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**DEDUCTIBLE**

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

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### HOW TO FILE A CLAIM

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**IMPORTANT: The submission of a Claim does not automatically mean that the damage to or breakdown of the Product is Covered under Your Plan and this Contract. In order for a Claim to be considered, You have to contact the Administrator first for Claim approval and to receive an authorization number.**

**COMPLETE THE FOLLOWING STEPS TO HAVE YOUR CLAIM CONSIDERED UNDER THIS CONTRACT:**

1. Call toll-free 1-866-493-6573 with Your Contract Purchase Receipt [and Your Product Purchase Receipt] readily available.
2. Explain the problem Your Product is experiencing and provide the Administrator any additional information/documentation in order to validate Your Claim.
3. After confirmation of Claim eligibility under Your Plan and this Contract, the Administrator will issue a Claim authorization number to You along with additional information regarding how Your Product will be further serviced (refer to the **"PLACE OF SERVICE"** section below for further details). *Authorization for payment of any required Deductible will be collected by the Administrator at this time. (Your applicable Deductible amount is shown on Your Contract Purchase Receipt.)*

In the event the Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Service Contract.

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### PLACE OF SERVICE

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**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 have provided when initiating Your Claim. All Claims submitted in accordance with this Contract are handled individually; the place of service provision that applies to one Claim may not necessarily apply to another Claim.**

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

For Product that is eligible for **Carry-In Service**, You are responsible for transporting Your Product to and from Our authorized service center. In the event Your Product needs to be shipped to another location determined by Us, You are responsible for the safe shipping of Your Product to and from Our authorized service center.

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### LIMIT OF LIABILITY

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The total amount that We will pay for services in connection with all Claims pursuant to this Service Contract is up to the Product Purchase Price shown on Your Product Purchase Receipt; excluding taxes/fees and less any previous Claims paid by us. Once the cumulative amount that We have paid – whether for repair services (including labor), parts and/or components, entire product replacement, or reimbursement – has reached the Product Purchase Price shown on Your Contract Purchase Receipt and/or Product Purchase Receipt amount, Our obligations will be considered fulfilled in entirety and coverage under Your Contract ends (regardless of whether or not there is remaining time under Your originally purchased Contract Term).

IN ADDITION TO THAT WHICH IS NOTED ABOVE, NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME, LOST DATA, OR LOST INCOME/WAGES RESULTING FROM THE FAILURE OF OR DAMAGE TO ANY COVERED PRODUCT OR COMPONENT THEREOF, REGARDLESS OF WHETHER SUCH FAILURE OR DAMAGE IS COVERED UNDER THE PROVISIONS OF THIS CONTRACT, OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR OR REPLACEMENT PARTS/COMPONENTS/ITEMS OR INABILITY TO PROVIDE EXACT MATCH REPLACEMENT, OR FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS.

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**EXCLUSIONS (WHAT IS NOT COVERED)**

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

- (A) ANY PRODUCT LOCATED OUTSIDE THE UNITED STATES OF AMERICA[ OR CANADA];
- (B) PRODUCT SOLD WITHOUT A MANUFACTURER'S WARRANTY OR SOLD "AS IS";
- (C) DAMAGE FROM [ACCIDENT,] ABUSE, MISUSE, AND INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, IMPROPER PRODUCT MODIFICATIONS OR ALTERATIONS;
- (D) PRODUCT [CONSUMABLES, NON-OPERATIONAL COMPONENTS, AND ADD-ON ACCESSORIES] INCLUDING ADAPTORS, BATTERIES, BYCYCLE PAINT & DECALS, BOLTS, [BRAKE PADS,] CHARGERS, CORDS, CYCLING COMPUTERS, DIALS, DRIVE BELTS, FENDERS, FUEL OF ANY KIND, HANDLE BAR TAPE, [HANDLES,][HINGES,] KEYPADS, KEYS, KNOBS, LATCHES, LCDs OR LEDs, LIGHTS, PANNIERS, REMOTE CONTROLS, SADDLE BAG, SADDLE FABRIC OR COVER, [TIRES,] TUBES OR ANY OTHER PARTS OR MATERIALS WHICH ARE DESIGNED TO BE CONSUMED DURING THE LIFE OF THE PRODUCT.
- (E) FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS;
- (F) LACK OF MANUFACTURER SPECIFIED MAINTENANCE, IMPROPER PRODUCT MODIFICATIONS, VANDALISM, ANIMAL OR INSECT INFESTATION, RUST, DUST, CORROSION, OR ACTS OF NATURE OR ANY OTHER PERIL ORIGINATING FROM OUTSIDE THE PRODUCT;
- (G) THIRD PARTY ACTIONS (FIRE, COLLISION, VANDALISM, THEFT, ETC.);
- (H) DAMAGE CAUSED DUE TO THE ELEMENTS OR ACTS OF GOD;
- (I) DAMAGED CAUSED BY WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION;
- (J) DAMAGE COVERED BY THE MANUFACTURER, ANOTHER SERVICE CONTRACT OR INSURANCE;
- (K) PREVENTIVE MAINTENANCE, INCLUDING BUT NOT LIMITED TO SPEC-CHECKS AND ADJUSTMENTS;
- (L) COMMERCIAL USE;
- (M) PERIODIC CHECK UPS AND/OR MAINTENANCE AS DIRECTED BY THE MANUFACTURER;
- (N) ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE COVERED PRODUCT;
- (O) NON-FUNCTIONAL OR AESTHETIC PARTS, INCLUDING BUT NOT LIMITED TO PLASTIC PARTS (S) ANY AND ALL CASES
- IN WHICH THE MANUFACTURER OF THE PRODUCT WOULD NOT HONOR ANY WARRANTY REGARDING THE PRODUCT;
- (P) FAILURE TO USE REASONABLE MEANS TO PROTECT THE PRODUCT FROM FURTHER DAMAGE AFTER A FAILURE OCCURS;
- (Q) SCRATCHES, PEELING PAINT AND FRAME DENTS;
- (R) ACCESSORIES THAT ARE NOT SPECIFICALLY ATTACHED TO THE PRODUCT;
- (S) NORMAL WEAR AND TEAR WHICH IS DEFINED AS GRADUAL REDUCTION IN OPERATING PERFORMANCE DURING THE LIFETIME OF THE COVERED PRODUCT;
- (T) PRODUCT(S) WITH REMOVED OR ALTERED SERIAL NUMBERS;
- (U) OTHER PARTS, NOT LISTED UNDER COVERED ITEMS, THAT ARE NORMALLY DESIGNATED TO BE REPLACED PERIODICALLY DURING THE LIFE OF THE PRODUCT (I.E., TIRES, TUBES, BRAKE PADS, BEARINGS, ETC.);
- (V) PRODUCTS SOLD SECOND HAND INCLUDING BUT NOT LIMITED TO FLOOR MODELS (UNLESS COVERED BY A FULL MANUFACTURER'S WARRANTY ON YOUR DATE OF PURCHASE) AND DEMONSTRATION MODELS;
- (W) ANY REPAIR THAT IS A RESULT OF IN-WARRANTY PARTS NOT PROVIDED OR SHIPPED BY THE MANUFACTURER;
- (X) DAMAGE OR PRODUCT FAILURE WHICH IS COVERED BY MANUFACTURER'S WARRANTY, MANUFACTURER'S RECALL, OR FACTORY BULLETINS (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS AN ONGOING ENTERPRISE.);
- (Y) CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS CONTRACT OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT THE REPAIR CENTER OR OTHERWISE AWAITING PARTS;
- (Z) SERVICE REQUIRED AS A RESULT OF ANY ALTERATION OF THE PRODUCT OR REPAIRS MADE BY ANYONE OTHER THAN THE AUTHORIZED SERVICE PROVIDER, ITS AGENTS, DISTRIBUTORS, CONTRACTORS OR LICENSEES OR THE USE OF SUPPLIES OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER;
- (AA) REPAIRS RECOMMENDED BY A REPAIR FACILITY NOT NECESSITATED BY A MECHANICAL FAILURE;
- (AB) CHARGES RELATED TO "NO PROBLEM FOUND" DIAGNOSIS. NON-FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO, ITEMS NOT COVERED, NOISES, SQUEAKS, ETC. INTERMITTENT ISSUES ARE NOT PRODUCT FAILURES.

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

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### OUR RIGHT TO RECOVER PAYMENT

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

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### CANCELLATION

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

#### IF YOU CANCEL THIS CONTRACT:

1. Within 30 days of the Contract purchase date, You will receive a 100% refund of the full Contract Purchase Price paid by You, minus any Claims paid by Us [(except in Georgia, Missouri & Nevada where Claims deduction is prohibited)]. If Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.
2. After 30 days from the Contract purchase date, You will receive a pro-rata refund based on 100% of the Contract Purchase Price paid by You, minus any Claims paid by Us [(except in Georgia, Missouri & Nevada where Claims deduction is prohibited)]. If Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.

#### WE MAY ONLY CANCEL THIS CONTRACT FOR:

1. Non-payment of the Contract Purchase Price/fee by You;
2. Material misrepresentation by You; or
3. Substantial breach of duties under this Contract by You in relation to the Covered Product or its use.

If We cancel this Contract, We will provide written notice to You at least 15 days [(30 days in Georgia)][(21 days in Washington)] prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a refund based upon the same criteria as outlined above.

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### GUARANTEE

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This is not an insurance policy; it is a Service Contract. We have obtained an insurance policy to insure Our performance under this Service Contract. Should We fail to: 1) pay any Claim; 2) fail to replace the Product covered under this Service Contract within sixty (60) days after a replacement Claim has been submitted; or 3) after receiving Your notice of cancellation We fail to refund any unearned portion of the Service Contract Purchase Price; You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

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### GENERAL PROVISIONS

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1. **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. In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will 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.
  2. **Notices.** You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You provide Us. All notices or requests pertaining to this Contract will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to You by email or fax number that You provided to Us, or three (3) days after mailing to the street address You provided.
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### RENEWABILITY

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This Contract is not renewable.

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### TRANSFERABILITY

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This Contract cannot be transferred to any other party or product.

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**ENTIRE AGREEMENT**

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This Service Contract; including the terms, conditions, limitations, exceptions, and exclusions, Your Contract Purchase Receipt and Product Purchase Receipt, constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

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**ARBITRATION**

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**Any dispute or claim relating in any way to Your purchase or use of this Service Contract will be resolved by binding arbitration, rather than in court**, except that You may assert claims in small claims court if Your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

**There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the Terms and Conditions of this Service Contract as a court would.**

To begin an arbitration proceeding, You must send a letter requesting arbitration and describing Your claim to Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: Legal Dept. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, We will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where You live or at another mutually agreed location.

**We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than in arbitration **we each waive any right to a jury trial.**

**APPLICABLE LAW**

By purchasing this Service Contract, You agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Texas, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that might arise between You and Us.

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**SPECIAL STATE DISCLOSURES**

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Regulation of service plans may vary widely from state to state. Any provision within this Service Contract ("Service Contract") 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 Service Contract was purchased in one of the following states and supersede any other provision within your Service Contract terms and conditions to the contrary.

**Alabama: HOW TO FILE A CLAIM** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-866-493-6573. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess,



if any, returned to You. Arbitration is non-binding in the State of Alabama. Arbitration proceeding shall be conducted in the county in which the consumer resides.

**Arizona: LIMIT OF LIABILITY** is amended as follows: in addition to that which is noted above, neither We nor the Administrator nor the retailer shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time, lost data, or lost income/wages resulting from the failure of or damage to any covered product or component thereof, regardless of whether such failure or damage is covered under the provisions of this contract, or from delays in service or the inability to render service, or resulting from the unavailability of repair or replacement parts/components/items or inability to provide exact match replacement, or if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate; including any inherent product flaws. **"EXCLUSIONS-WHAT IS NOT COVERED"** - We shall not provide coverage only for those specifically listed items in the **"EXCLUSIONS -WHAT IS NOT COVERED"** section which occurred while owned by You. "Pre-existing conditions" is amended to include: may not be excluded if such conditions were known or should reasonable have been known to Us or the Retailer. **CANCELLATION** is amended as follows: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. In no event will any claims incurred or paid be deducted from any refund.

The Arbitration Provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about process, You may contact the Arizona Department of Insurance and Financial Institutions (DIFI) at 100 North 15<sup>th</sup> Avenue, Suite 261, Phoenix, AZ 85007-2630, ATTN: Consumer Affairs.

**Arkansas: HOW TO FILE A CLAIM** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-866-493-6573 or by visiting [www.MyProtectionPlan360.com/\[RetailerName\]](http://www.MyProtectionPlan360.com/[RetailerName]). If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting [www.MyProtectionPlan360.com/\[RetailerName\]](http://www.MyProtectionPlan360.com/[RetailerName]) any time. Failure to obtain prior authorization may result in non-payment.

**California:** Guardsman Industries, LLC (License No. SA-83) is the Service Contract Administrator and the Obligor for this Service Contract. **CANCELLATION** is amended as follows: This Service Contract may be cancelled by the Service Contract holder for any reason, including, but not limited to, the Product covered under this Service Contract being sold, lost, stolen, or destroyed. If You decide to cancel Your Service Contract, and Your cancellation notice is received by the Administrator within sixty (60) days of the date You received the Service Contract and no claims have been paid, You will be refunded the full Service Contract price. If You have made claims against the Service Contract or cancellation notice is received by the Administrator after sixty (60) days of the date You received the Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any claims paid.

**Connecticut:** This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, 1-866-493-6573 and You. In the event of a dispute with the 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 Service Contract. **GUARANTEE** is amended as follows: If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Contract and We fail to issue any applicable refund within sixty (60) days after cancellation, file a claim against the insurer, Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038, by calling 1-866-505-4048. **CANCELLATION** is amended as follows: This Service Contract may be cancelled by the Service Contract holder if the Product covered under this Service Contract is returned, sold, lost, stolen, or destroyed.

**Florida:** This Service Contract is between the Provider, WCPS of Florida., ( License No. 80202) and You, the purchaser. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation. **CANCELLATION** is deleted and replaced with the following: You may cancel Your Service Contract by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Contract is canceled by You, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Contract is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf.

**Georgia: CANCELLATION** is amended as follows: In no event will any claims incurred or paid be deducted from any refund. If a administrative fee is applicable, it will not exceed 10% of the pro-rata refund amount and only applies to cancellations by the contract holder. The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. If the Provider cancels, the Provider must provide 30 days written notice of cancellation. If the purchase of this Contract was financed, the lienholder may only cancel this Contract for non-payment if they hold a power of attorney. **EXCLUSIONS (WHAT IS NOT COVERED)** – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. Any arbitration provision is deleted in its entirety. "PRE-EXISTING CONDITIONS – is replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract.

**Illinois:** Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to defects in materials or workmanship, Power Surge event, or ADH event if applicable to Your Plan, after the effective date of this Service Contract This Service Contract does not cover failures resulting from normal wear and tear.

**Indiana:** This Contract is not insurance and is not subject to Indiana insurance law. Your proof of payment to the Retailer for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. If We fail to perform or make payment due under this Contract within sixty (60) days after You request the performance or payment, You may request the performance or payment directly from the insurer that issued the provider's Service Contract reimbursement policy, including any applicable requirement under the Contract that the provider refund any part of the cost of the Contract upon cancellation of the Contract. **PRE-EXISTING CONDITIONS** – The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Contract.

**Michigan:** If performance of the Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

**Nevada: CANCELLATION** is amended as follows: In no event will any claims incurred or paid be deducted from any refund. We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for nonpayment by You, fraud or material misrepresentation by You, or a substantial breach of duties by You relating to the covered property or its use if it occurred after the effective date of the Service Contract and it substantially and materially increased the service required under the Service Contract. If We cancel this Service Contract, You will be entitled to a pro-rata refund of the unearned Service Contract fee, no cancellation fee shall apply, and We shall mail a written notice to You at the last known address held by Us at least fifteen (15) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. If Your Service Contract was financed, the outstanding balance will be deducted from any refund. **EXCLUSIONS (WHAT IS NOT COVERED)** – This Service Contract provides coverage that is excess over any other applicable coverage. Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract, or damages arising from such actions are excluded. Any reference to 'administrative fee' with respect to cancellation is changed to 'cancellation fee'. If You are not satisfied with the manner in which We are handling Your claim, You may contact the Nevada Insurance Commissioner by use of the toll-free telephone number of the Insurance Division, (888) 872-3234.

**New Hampshire:** In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261.

**New Mexico: GUARANTEE** is amended to include: This Service Contract is insured by Wesco Insurance Company. If the Service Contract provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to Wesco Insurance Company at 866-505-4048, regulatorycompliance@amtrustgroup.com, or 59 Maiden Lane, 43rd Floor, New York, NY 10038. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674. **CANCELLATION** is amended as follows: We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for the following acts by the You: Non-payment; discovery of fraud or material misrepresentation by You in obtaining the Service Contract or in presenting a Claim; or discovery of either of the following if it occurred after the effective date of the Service Contract and substantially and materially increased the service required under the Service Contract: an act or omission; or a violation of any condition of the Service Contract.

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

**Oklahoma:** The Service Warranty Association is Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, 1-866-493-6573, Oklahoma Identification #507496076. This is not an insurance contract. Coverage afforded under this Service Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** is deleted and replaced with the following: You may cancel Your Service Contract at any time by informing Us or the Administrator. If You cancel this Service Contract within the first thirty (30) days and no Claim has been authorized or paid within the first thirty (30) days, We will refund the entire Service Contract purchase price. If You cancel this Service Contract after the first thirty (30) days, or have made a Claim within the first thirty (30) days, return of the Provider fee shall be based upon one hundred percent (100%) of the unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract. If We cancel this Service Contract, return of the Provider fee shall be based upon one hundred percent (100%) of unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract.

**Oregon:** This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, 1-866-493-6573 and You. **NOTICE:** If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. **HOW TO FILE A CLAIM** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-866-493-6573. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is amended to add: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. The Arbitration Provision is deleted and replaced as follows: If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Plan holder. Arbitration will take place under the laws will prevail unless it conflicts with the Federal Arbitration Act. Notwithstanding the foregoing, either party may bring an individual action in small claims court or trial by jury. This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. You agree that by entering into this Plan, You and We are each waiving the right to participate in a class action.

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

**Texas:** The Administrator is Guardsman US LLC, Service Contract Administrator No. 731. If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. **CANCELLATION** section is amended as follows: You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract. If this Service Contract is cancelled within the first thirty (30) days, We will refund the entire Service Contract charge, less claims paid. If this Service Contract is cancelled after the first thirty (30) days, You will receive a pro-rata refund of the Service Contract price less claims paid. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of Your cancellation request to the Provider. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Contract is canceled. These provisions apply only to the original purchaser of the Service Contract.

**Utah:** The Provider/Obligor is Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, 1-866-493-6573. This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. **GUARANTEE** is amended as follows: 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. **CANCELLATION** – is amended as follows: We may only cancel this Service Contract for material misrepresentation by You,

nonpayment by You or a substantial breach of contractual duties by You relating to the covered property or its use. If We cancel this Service Contract for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Service Contract for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation.

**Virginia:** If any promise made in the contract 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 <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

**Washington:** The State of Washington is the jurisdiction for any civil action in connection with this Contract. **EXCLUSIONS (WHAT IS NOT COVERED)** – What is excluded from coverage is limited to that which is expressly stated under the “**EXCLUSIONS (WHAT IS NOT COVERED)**” section of this Service Contract which occurred while owned by You. **GUARANTEE** is amended to include: A contract holder is entitled to apply directly to Wesco Insurance Company, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048 for refund, payment, or performance due.

**Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** All references to “Service Contract/Agreement” are hereby deleted and replaced with “Service Contract”. **CANCELLATION** is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator. If this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us. For Service Contracts canceled subsequent to the period stated above or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid. We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered. **GUARANTEE** is deleted and replaced as follows: Our obligations under this Service Contract are insured under a Service Contract reimbursement insurance policy. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract purchase price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract. Unauthorized repairs may not be covered.

**Wyoming:** You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to you, or within ten (10) days if the Service Agreement was delivered to you at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. The Administrator 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 Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event Administrator cancels the Service Agreement, Administrator 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 provider fee, a material misrepresentation by you relating to the covered property or its use, or a substantial breach of your duties relating to the covered product or its use. Obligations under this Service Agreement are insured by: Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038.

**ENTIRE CONTRACT:** This Service Contract and Your sales receipt sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.