



Service Agreement Administrator:
Warrantech Consumer Product Services, Inc. ("WCPS")
P.O. Box 1189
Bedford, TX 76095
Telephone: 1-877-308-8071
www.MySmartGuard.com

CONGRATULATIONS: Thank You for Your recent purchase of the Smart Guard Protection Plan (the "Service Agreement"). We hope You enjoy the added comfort and protection this Service Agreement provides. Please keep this Service Agreement 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 Agreement. From the day You purchase this Service Agreement the Administrator will assist You in understanding Your Service Agreement benefits.

DEFINITIONS: Throughout this Service Agreement, the words "**We**", "**Us**" and "**Our**" means the party or parties obligated to provide service under this Service Agreement as the service agreement provider, AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038 (Florida residents: this Service Agreement is an agreement between You and Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 6th Floor, New York, New York, 10038). The words "**You**" and "**Your**" refer to the purchaser of the Product(s) covered by this Service Agreement. "**Product**" means the item(s) which You purchased with and is covered by this Service Agreement. "**Failure**" means 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. "**Deductible**" means the amount You are required to pay for covered repairs and replacements. This Service Agreement is administered by Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095 ("WCPS" or "Administrator") (Florida residents: this Service Agreement is administered by WCPS of Florida, Inc., License No. 80202 (together with WCPS, "Administrator"). Please contact the Administrator if You have any questions about this Service Agreement.

PRODUCT ELIGIBILITY: This Service Agreement covers Products purchased as new or factory-refurbished and manufactured for use in the United States, which at the time of purchase included a manufacturer's original or factory-refurbished warranty valid in the United States. Coverage only applies to Products used non-commercially. Accessories and/or add-on options purchased separately and not essential to the basic function of the Product are not eligible for coverage.

WHAT IS COVERED: We agree to repair or replace Your Product in the event Your Product is rendered inoperable due to a Failure during the term of this Service Agreement; provided the Product is not covered under any other insurance, warranty, guarantee and/or service agreement. Parts used to repair or replace Your Product may be new, used, refurbished, or non-original manufacturer parts that perform to the factory specifications of Your Product. This Service Agreement does not cover repair or replacement of the Product for any of the causes, or provide coverage for any losses set forth in the section entitled "**WHAT IS NOT COVERED**" further below.

In the event of a covered claim, We will furnish labor and/or parts required to repair the Failure of Your Product. Non-original manufacturer's parts of like kind and quality may be used if the original manufacturer's parts are unavailable. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to replace Your Product with a product of equal or similar features and functionality, not necessarily the same brand. If Your Product is replaced, We will have no further obligation to repair or replace Your Product and You will not be entitled to make any further claims under this Service Agreement.

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

ADDITIONAL BENEFITS (NOT AVAILABLE WITH ALL PRODUCTS):

Accidental Damage from Handling Coverage (ADH Coverage): If Your Product is eligible and 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 following exclusions: ADH COVERAGE DOES NOT PROVIDE PROTECTION AGAINST WEAR AND TEAR, THEFT, MYSTERIOUS

DISAPPEARANCE, MISPLACEMENT, VIRUSES, RECKLESS, ABUSIVE, WILLFUL OR INTENTIONAL CONDUCT ASSOCIATED WITH HANDLING AND USE OF THE PRODUCT, COSMETIC DAMAGE AND/OR OTHER DAMAGE THAT DOES NOT AFFECT UNIT FUNCTIONALITY, OR DAMAGE CAUSED DURING SHIPMENT BETWEEN YOU AND OUR SERVICE PROVIDERS. IF PROTECTIVE ITEMS SUCH AS COVERS, CARRYING CASES OR POUCHES, ETC. WERE PROVIDED OR MADE AVAILABLE FOR USE WITH YOUR PRODUCT, IT IS EXPECTED THAT YOU WILL CONTINUALLY USE THESE ACCESSORIES FOR PROTECTION AGAINST DAMAGE TO YOUR PRODUCT. "ABUSE" IS DEFINED AS YOUR INTENTIONAL NON-UTILIZATION OF PROTECTIVE ITEMS DURING THE USE OF YOUR PRODUCT, OR YOUR TREATMENT OF THE PRODUCT(S) IN A HARMFUL, INJURIOUS OR OFFENSIVE MANNER THAT MAY RESULT IN ITS DAMAGE. ANY RESULTANT DAMAGE FROM THIS TYPE OF TREATMENT IS NOT COVERED BY ADH COVERAGE.

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

PLACE OF SERVICE: Depending on Your Product, You will receive In-Home Service, Depot Service, or Carry-In Service as outlined below for eligible claims. The Administrator will advise You during Your claim process which Place of Service Your Product qualifies for. NOTE: Regardless of Your Product's qualified Place of Service, if Our diagnosis indicates that the failure is not covered by this Service Agreement, You may be responsible for all service fees incurred for such diagnosis.

If Your Product qualifies for In-Home Service, We will arrange for Your Product to be serviced at Your residence, 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 the repair center, You may be required to ship/transport the Product to the designated repair center; in such circumstances, the shipping/transportation charges will be covered by this Service Agreement. In-Home Service will be provided by the authorized service provider during regular business hours, local time, Monday through Friday, except holidays. NOTE: All Products that are Televisions 40" or larger will receive In-Home Service.

If Your Product qualifies for Depot Service, You will be responsible for shipping and insurance of the Product to the designated Depot Center; however, We will pay for return shipping of the Product to Your residence. NOTE: All Products that are Televisions smaller than 40" will receive Depot Service, in which three (3) way shipping will be provided by Us.

If Your Product qualifies for Carry-In Service, You are responsible for transporting Your Product to and from the designated service center. If We require You to ship Your Product, any shipping charges will be Your responsibility. If Your Product qualifies for Carry-In, Depot or Mail-In service, but has been built-in and rendered as a permanent fixture inside or outside of Your residence and You are unable to transport or ship the Product in accordance with the terms and conditions of this Service Agreement, You will be responsible for the On-Site service call charge. The service call charge is payable to the servicer at the time of service.

LIMIT OF LIABILITY: The total amount that We will pay for repairs or replacement made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the original purchase price of Your Product, less all applicable taxes. In the event We make payments for repairs, which in the aggregate, are equal to the original purchase price of Your Product or We replace Your Product, We will have no further obligations under this Service Agreement. In no event shall the total of all claims or replacement exceed the original price paid by You for the covered Product.

WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE. WE SHALL NOT BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE AGREEMENT, INCLUDING INHERENT PRODUCT FLAWS.

TERM OF COVERAGE: Coverage begins upon expiration of the shortest portion of the manufacturer's original written warranty. If for example, the manufacturer provides a split warranty coverage program where the term durations are unequal for parts and labor (e.g., three months of labor and twelve months of parts coverage), and You have purchased a 12 month (365 days) extended Service Agreement, this Service Agreement shall commence on day 91 when the shortest portion of the manufacturer's warranty ends and will provide labor coverage through day 455. Both parts and labor coverage under this Service Agreement shall expire at the end of day 455. During the manufacturer's warranty period, any and all responsibility for the repair or replacement of Your Product from a covered Failure is the responsibility of the Manufacturer.

If applicable, ADH Coverage begins on the date this Service Agreement was purchased by You. This Service Agreement shall remain in effect for the term specified in the sales receipt/invoice provided to You at the time of purchase (subject to the **LIMIT OF LIABILITY** defined above). NOTE: ADH Coverage is not available with all Products.

IF YOUR PRODUCT NEEDS REPAIR: If You need to file a claim under this Service Agreement, You must contact the Administrator at 1-877-308-8071 to obtain a repair authorization number prior to having any repairs made to Your Product. For on-line service or web chat, log onto www.MySmartGuard.com. For faster service, please have Your proof of Product purchase (sales receipt) available when You contact the Administrator. THIS SERVICE AGREEMENT MAY PROVIDE NO COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS. When You receive authorization for repairs, the service representative will direct You to a designated service center. A copy of the proof of Product purchase (sales receipt), and a brief written description of the problem must accompany Your Product. We will not be liable for freight charges or damage due to improper packaging by You or Your representative. If Your Service Agreement expires during the time of an approved repair or replacement, this Service Agreement is extended until the repair or replacement has been completed.

WHAT IS NOT COVERED: THIS SERVICE AGREEMENT DOES NOT COVER ANY LOSS, REPAIRS OR DAMAGE CAUSED BY OR RESULTING FROM: (A) PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO YOU ("PRE-EXISTING" MEANS A CONDITION THAT WITHIN ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY RELATES TO THE MECHANICAL FITNESS OF YOUR COVERED PRODUCT PRIOR TO ISSUANCE OF THIS SERVICE AGREEMENT); (B) IMPROPER PACKAGING AND/OR TRANSPORTATION BY YOU OR YOUR REPRESENTATIVE RESULTING IN DAMAGE DURING SHIPMENT TO A SERVICE CENTER OR RELOCATION OF THE COVERED PRODUCT; (C) INSTALLATION, REMOVAL, REINSTALLATION OR IMPROPER INSTALLATION OF COMPONENTS, UPGRADES, ATTACHMENTS OR PERIPHERALS; (D) PRODUCTS AND/OR COMPONENTS THAT ARE USED IN APPLICATIONS THAT REQUIRE CONTINUOUS BUSINESS AND/OR COMMERCIAL OPERATION, OR ARE USED FOR COMMERCIAL, INDUSTRIAL, EDUCATIONAL OR PUBLIC USE PURPOSES OR OFFERED ON A RENTAL BASIS, OR COIN-OPERATED PRODUCTS; (E) DAMAGE OR FAILURE CAUSED BY RIOT, NUCLEAR RADIATION, WAR OR HOSTILE ACTION, RADIOACTIVE CONTAMINATION, ETC.; (F) DAMAGE FROM FREEZING OR OVERHEATING; (G) INADEQUATE PLUMBING, ELECTRICAL OR GAS SERVICE; (H) INTERRUPTION OF GAS OR ELECTRICAL SERVICE; (I) NEGLIGENCE, MISUSE, ABUSE, INTENTIONAL PHYSICAL/MECHANICAL/ELECTRONIC DAMAGE, PHYSICAL DAMAGE OR MALICIOUS MISCHIEF, THEFT OR MYSTERIOUS DISAPPEARANCE, VANDALISM, RUST, CORROSION, WARPING, BENDING, ANIMAL OR INSECT INFESTATION, ETC. TO THE COVERED PRODUCT OR ANY COMPONENT; (J) DAMAGE OR FAILURE DUE TO CAUSES BEYOND YOUR CONTROL SUCH AS ENVIRONMENTAL CONDITIONS, EXPOSURE TO WEATHER CONDITIONS OR ACTS OF NATURE, INCLUDING BUT NOT LIMITED TO: FIRE, FLOODS, SMOKE, SAND, DIRT, LIGHTNING, MOISTURE, WATER DAMAGE OF ANY KIND, WHETHER FROM FRESH WATER, SALTWATER OR OTHER WATER INTRUSION, STORMS, WIND OR WINDSTORM, HAIL, EARTHQUAKE, OTHER EXTERNAL PERILS OF NATURE; (K) REPAIRS NECESSITATED BY OPERATION OUTSIDE THE MANUFACTURER OPERATIONAL OR ENVIRONMENTAL SPECIFICATIONS; (L) BATTERY FAILURE OR LEAKAGE; (M) COLLISION WITH ANOTHER OBJECT, COLLAPSE, EXPLOSION, LIQUID SPILLAGE OF ANY KIND BY ANY OWNER, EMPLOYEE, THIRD PARTY, REPAIR PERSONNEL, ETC., UNLESS COVERED UNDER A SERVICE AGREEMENT WHICH SPECIFICALLY INCLUDES ANY OF THE DEFINED CAUSES; (N) ACCIDENTAL DAMAGE; INCLUDING PHYSICAL / MECHANICAL / ELECTRONIC DAMAGE CAUSE BY DROPPING, UNLESS YOUR PRODUCT QUALIFIES FOR ADH COVERAGE; (O) DAMAGE, WARPING, BENDING OR RUSTING OF ANY KIND TO THE HOUSING, CABINERY, SUPPORTS, OUTSIDE CASING OR FRAME OF THE PRODUCT; (P) IMPROPER OR INADEQUATE STORAGE; (Q) DAMAGE TO A COVERED PART CAUSED BY A NON-COVERED PART; (R) IMPROPER INSTALLATION OF CUSTOMER REPLACEABLE COMPONENTS, MODULES, PARTS OR PERIPHERALS AND/OR INSTALLATION OF INCORRECT PARTS; (S) ANY RESULTANT MALFUNCTION OR DAMAGE OF OR TO AN OPERATING PART OF THE COVERED PRODUCT FROM FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE OR OPERATION/STORAGE OF THE COVERED PRODUCT IN CONDITIONS OUTSIDE MANUFACTURER SPECIFICATIONS OR USE OF A COVERED PRODUCT IN SUCH A MANNER AS WOULD VOID COVERAGE UNDER THE MANUFACTURER'S WARRANTY OR THAT ARE USED IN A MANNER INCONSISTENT WITH THE DESIGN OF THE EQUIPMENT OR MANUFACTURER INSTRUCTIONS OR SPECIFICATIONS; (T) OPERATIONAL ERRORS ON THE PART OF THE CONSUMER (E.G., AS ABNORMAL ICE BUILD-UP IN A REFRIGERATOR OR FREEZER); (U) REMOVAL, INSTALLATION, REINSTALLATION, UNAUTHORIZED REPAIRS, ETC., OF ANY INTERNAL COMPONENT OR COVERED PRODUCT INCLUDING BUT NOT LIMITED TO ADJUSTMENTS, MANIPULATION OR MODIFICATIONS MADE BY ANYONE OTHER THAN A SERVICE TECHNICIAN AUTHORIZED BY US; (V) LOSS OF POWER, IMPROPER USE OF ELECTRICAL/POWER, POWER 'BROWN-OUT', POWER OVERLOAD OR POWER SURGE; (W) UNAUTHORIZED MODIFICATIONS AND ADJUSTMENTS, ALTERATIONS, MANIPULATION OR REPAIR MADE BY ANYONE OTHER THAN AN SERVICE TECHNICIAN AUTHORIZED BY US; (X) DAMAGE/FAILURE DUE TO IMPROPER LUBRICATION, OR USE OF INCORRECT OR STALE FUEL OR FUEL CONTAINING MORE THAN 10% ETHANOL; (Y) DAMAGE RESULTING FROM COMPUTER VIRUSES; (Z) COVERED PRODUCTS SUBJECT TO A MANUFACTURER RECALL, WARRANTY OR REWORK TO REPAIR DESIGN OR COMPONENT DEFICIENCIES, IMPROPER CONSTRUCTION, MANUFACTURER ERROR, ETC.; REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS; (AA) EQUIPMENT SOLD WITHOUT A MANUFACTURER'S WARRANTY OR 'AS IS'; (AB) COVERED PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; (AC) CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS SERVICE AGREEMENT, OR LOSS OF USE OR DATA DURING THE PERIOD THE COVERED PRODUCT IS AT AN AUTHORIZED REPAIR FACILITY OR OTHERWISE AWAITING PARTS; (AD) NON-FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO NOISES, SQUEAKS, ETC.; (AE) NORMAL PERIODIC OR PREVENTATIVE MAINTENANCE, USER EDUCATION, SET UP ADJUSTMENTS; (AF) CLEANINGS OR ANY REPAIR COVERED BY A MANUFACTURER WARRANTY, SERVICE AGREEMENT OR OTHER INSURANCE; (AG) SOFTWARE AND SOFTWARE RELATED PROBLEMS; (AH) REPAIRS FOR COSMETIC DAMAGE OR IMPERFECTIONS OR TO STRUCTURAL ITEMS; (AI) FAILURE TO PRODUCT ATTACHMENTS ESSENTIAL TO THE BASIC FUNCTION OF THE PRODUCT BUT NOT PROVIDED BY THE

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MANUFACTURER OR NOT INCLUDED IN THE ORIGINAL SALE OF THE COVERED PRODUCT; (AJ) TELEVISION OR PERSONAL COMPUTER MONITOR SCREEN IMPERFECTIONS, INCLUDING BURNED-IN IMAGES IN CRT OR PLASMA SCREENS CAUSED BY VIDEO GAMES, PROLONGED DISPLAY OF ONE OR MORE VIDEO SIGNALS, UNIT ABUSE, OR FOR ANY OTHER REASON, AND CRACKED SCREENS, UNLESS A SCREEN PROTECTION PLAN HAS BEEN PURCHASED UNDER THIS SERVICE AGREEMENT; (AK) REPAIR OF LCD/PLASMA RESOLUTION/FAILURE, PIXEL BURNOUT OR OTHER IMAGE FAILURE NOT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND/OR MINIMUM DISPLAY STANDARDS OR MINOR PIXEL ILLUMINATION ISSUES THAT DO NOT AFFECT THE OVERALL VIEWING OF THE PANEL SUCH AS, BUT NOT LIMITED TO: MISSING PIXELS, INTERMITTENT PIXELS, OR WRONG COLOR PIXELS; (AL) CONTROL ADJUSTMENTS MADE TO TELEVISIONS TO ENHANCE SCREEN IMAGE QUALITY; (AM) PLASMA TELEVISIONS IN USE AT OR ABOVE 6,000 FEET ABOVE SEA LEVEL, UNLESS SPECIFICALLY DESIGNED FOR USE ABOVE THAT ALTITUDE; (AN) FAILURE TO RESET TIMER AFTER A LAMP REPLACEMENT OR EXPLODING OR DIMMING LAMPS; (AO) THIS SERVICE AGREEMENT EXCLUDES ASSISTING CONSUMERS TO OBTAIN NECESSARY HARDWARE (CONVERTER BOXES) FOR CONVERTING ANALOG TELEVISION SIGNALS TO DIGITAL TELEVISION SIGNALS OR FOR ANY REPAIRS OR MODIFICATIONS AS A RESULT OF THE UNAVAILABILITY OF ANALOG BROADCASTING; (AP) ANY DAMAGE TO RECORDING MEDIA INCLUDING ANY PROGRAM, DATA OR SETUP RESIDENT ON ANY MASS STORAGE DEVICES INCLUDING BUT NOT LIMITED TO HARD DRIVES, CD-ROM DEVICES, FLOPPY DISKETTES, TAPE DRIVES OR TAPE BACKUPS AS A RESULT OF THE MALFUNCTION OF OR DAMAGE TO AN OPERATING PART OF THE COVERED PRODUCT; (AQ) SIGNAL RECEPTION OR TRANSMISSION PROBLEMS RESULTING FROM EXTERNAL CAUSES; (AR) REPAIR OR REPLACEMENT COSTS FOR LOST COMPONENTS NOT ORIGINALLY COVERED BY THE MANUFACTURER'S WARRANTY OR ARE CONSIDERED EXPENDABLE OR CONSUMER REPLACEABLE ITEMS OR ANY NON-OPERATING OR NON-MOTOR DRIVEN MECHANICAL PART, INCLUDING BUT NOT LIMITED TO: PLASTIC PARTS OR OTHER PARTS SUCH AS ACCESSORY CABLES, AIR, FUEL, OIL OR WATER FILTERS, AUGERS, BAGS, BASKETS/BUCKETS, BATTERIES, BELTS, BLADES, BOLTS, BRAKES, BRIGHT METAL, BRIQUETTES, BRUSHES, BULBS, CABINETS, CABLES, CAPS, CARBURETOR, CHAIN BARS, CONNECTORS, CORDS, DECKS, DEVELOPER, DIALS, DISKS, DRAWERS, DRILLS BITS, DRIVE BELTS, DRUMS, DRY CLUTCH ASSEMBLIES, EXHAUST SYSTEM PARTS, EXTERNAL CHAINS, FABRICS, FAN BELTS, FINISH DEFECTS, FRAMES, FREEZE PLUGS, FUEL OF ANY KIND, FUSES, GLASS, GRATES, GRINDER PADS, HANDLES, HINGES, HOSES, IMPELLERS, INK OR INK CARTRIDGES, KEYPADS, KEYS, KNOBS, LAMPS, LATCHES, LAVA ROCKS, LED'S, LCD'S, LIGHTS, LINERS, LINES, LINT SCREENS, LP TANKS, MASKS, MOLDINGS, MOWER BLADES, NEEDLES, NOZZLES, OIL, ORNAMENTATION, PAINT, PLASTIC BODY OR MOLDING, RACK ROLLERS, RACKS, RIBBONS, SANDPAPER, SCRATCHED LENSES, SEATS, SHEET METAL, SHELVES, SPARK PLUGS, STAPLES; SUPPORTS, SUSPENSION, SWITCHES, THERMOSTATS, TIRES, TONER, TRIMMER HEADS, TUBES, TUBS, WHEEL COVERS, WHEELS, WIRING, OR ANY OTHER PARTS OR MATERIALS WHICH ARE DESIGNED TO BE CONSUMED DURING THE LIFE OF THE COVERED PRODUCT; (AT) COST OF REMOVAL OR DISPOSAL OF THE PRODUCT IN ORDER TO COMPLY WITH EPA DISPOSAL REQUIREMENTS; (AU) COST OF PREVENTATIVE MAINTENANCE, CLEANING, ALIGNMENTS, SEIZED OR DAMAGED PARTS; (AV) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY, OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED PRODUCT; (AW) SERVICE OR REPLACEMENT OUTSIDE OF THE UNITED STATES OF AMERICA, ITS TERRITORIES, OR CANADA.

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS SERVICE AGREEMENT DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO YOUR COVERED PRODUCT. IF YOUR COVERED PRODUCT EXPERIENCES A FAILURE OR DAMAGE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION, OR IN THE EVENT OF A REPAIR INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM OUR AUTHORIZED SERVICER, THEN YOU ARE RESPONSIBLE FOR ALL REPAIR COSTS; INCLUDING SHIPPING COSTS AND/OR THE COST OF ON-SITE SERVICE.

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

CANCELLATION: You may cancel this Service Agreement by informing the Administrator of Your cancellation request within 30 days of the purchase of the Service Agreement and You will receive a 100% refund of the full purchase price of Your Service Agreement; provided no claims have been paid under ADH Coverage (if purchased) within the first 30 days. If You have purchased ADH Coverage and We have paid a claim(s) within the first 30 days, You will receive a pro-rata refund of the Service Agreement purchase price minus any claims paid by Us. If Your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price minus any claims paid, and less an administrative fee not to exceed 10% of the Service Agreement purchase price or \$25.00, whichever is less, unless otherwise provided by state law.

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

GUARANTY: This is not an insurance policy. We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days (thirty (30) days in Arizona) after the Product has been returned or, in the event You cancel this Service Agreement, and We fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 6th Floor, New York, NY 10038.

RENEWABILITY: To renew Your coverage, please call the Administrator at 1-877-308-8071 on or before the expiration date of this Service Agreement. Renewal prices will reflect the age of Your Product, current service costs, and claim experience of the Product model. Renewal prices will be available from the Administrator upon request at the time of renewal. Note: Not all Products are eligible for renewal.

IMPORTANT CONSUMER INFORMATION: If Your Product is exchanged by the manufacturer or retailer, You must advise the Administrator in writing at P.O. Box 1189, Bedford, TX 76095 Attn: Data Entry or call 1-877-308-8071 with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the expiration date of the original Service Agreement.

TRANSFERS: This Service Agreement is not transferable.

ENTIRE AGREEMENT: This Service Agreement; including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for Your Product, 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.

SPECIAL STATE REQUIREMENTS: Regulation of Service Agreements may vary widely from state to state. Any provision within this Service Agreement 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 Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

Alabama: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. AMT Warranty Corp. is the Provider under this Service Agreement. In no event will the cancellation fee exceed twenty-five dollars (\$25.00).

Arizona: CANCELLATION - No claims incurred or paid will be subtracted from any refund. **WHAT IS NOT COVERED** - We shall not provide coverage only for those specifically listed items in the **"WHAT IS NOT COVERED"** section.

Arkansas: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

California: This Service Agreement may be cancelled by the Service Agreement holder for any reason, including, but not limited to, the Product covered under this Service Agreement being sold, lost, stolen or destroyed. If You decide to cancel Your Service Agreement, and cancellation notice is received by the Administrator within thirty (30) days for a home appliance or a home electronic or within sixty (60) days for all other Products of the date You received the Service Agreement, and You have made no claims against the Service Agreement, you will be refunded the full Service Agreement price; or if Your Service Agreement and cancellation notice is cancelled by written notice after thirty (30) days for a home appliance or a home electronic or after sixty (60) days for all other Products from the date You received this Service Agreement, You will be refunded a pro-rated amount of the Service Agreement price, less any claims paid, less an administrative fee of ten percent (10%) of the Service Agreement price or twenty-five dollars (\$25), whichever is less. If You request cancellation of this Service Agreement and the refund is not paid or credited within thirty (30) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Service Agreement Administrator and AMT Warranty Corp. (License No. SA-42) is the Obligor for this Service Agreement.

Connecticut: In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty Service Agreement. You may cancel Your Service Agreement if the covered Product is sold, lost, stolen, or destroyed. **SERVICE AGREEMENT HOLDER'S RESPONSIBILITY:** It is the responsibility of the Service Agreement holder to follow the manufacturer's specifications for the use and care/maintenance of the covered Product.

Florida: This Service Agreement is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. You may cancel Your Service Agreement by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Agreement is canceled by You, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Agreement is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium. The rates charged to You for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

Georgia: The Administrator may not cancel this Service Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If You cancel this Service Agreement, after thirty (30) days or if a claim has been paid, an administrative fee not to exceed the lesser of ten percent (10%) of the pro-rata refund or the stated administrative fee will be applied. Any reference to Pre-existing conditions within this Service Agreement is amended as follows: Pre-existing conditions known by You. This Service Agreement will be interpreted and enforced according to the laws of the state of Georgia. In no event will claims be deducted from any refund.

Hawaii: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

Illinois: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperable due to a Failure during the term of this Service Agreement. Failure due to normal wear and tear is not covered. In no event will the cancellation fee exceed the lesser of fifty dollars (\$50.00) or ten percent (10%) of the Service Agreement price.

Indiana: Your proof of payment to the issuing vendor for this Service Agreement shall be considered proof of payment to the insurance company which guarantees Our obligations to You. Any reference to Pre-existing conditions within this Service Agreement is amended as follows: Pre-existing conditions known by You. **CANCELLATION:** is amended to delete the following statement – "unless otherwise provided by state law."

Maine: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. In no event with the cancellation fee exceed the lesser of ten percent (10%) of the Service Agreement price or the stated cancellation fee.

Maryland: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

Minnesota: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. If We cancel this Service Agreement for nonpayment of the provider fee, a material misrepresentation by You to the provider, or a substantial breach of duties by You relating to the covered product or its use, We shall mail a written notice to You at Your last known address at least five (5) days before cancellation. If We cancel this Service Agreement for any other reason, We shall mail a written notice to You at Your last known address at least fifteen (15) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation.

Missouri: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price. No cancellation fee will apply. In no event will claims paid be deducted from any refund.

Nevada: This Service Agreement is not renewable. If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not processed within forty-five (45) days, a penalty of ten percent (10%) of the Service Agreement price will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. The Provider of this Service Agreement may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Agreement for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If the Provider cancels Your Service Agreement You will be entitled to a pro-rata refund of the unearned Service Agreement fee, no administrative fee will be deducted. If Your Service Agreement was financed, the outstanding balance will be deducted from any refund. In no event will claims be deducted from any refund. **WHAT IS NOT COVERED** Section, Item S) – is deleted in its entirety and replaced with the following : (S) ANY RESULTANT MALFUNCTION OR DAMAGE OF OR TO AN OPERATING PART OF THE COVERED PRODUCT FROM FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE OR OPERATION/STORAGE OF THE COVERED PRODUCT IN CONDITIONS OUTSIDE MANUFACTURER SPECIFICATIONS OR USE OF A COVERED PRODUCT IN SUCH A MANNER AS WOULD VOID COVERAGE UNDER THE MANUFACTURER'S WARRANTY OR USE OF A COVERED PRODUCT IN A MANNER INCONSISTENT WITH THE DESIGN OF THE EQUIPMENT OR MANUFACTURER INSTRUCTIONS OR SPECIFICATIONS.

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

New Mexico: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within sixty (60) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. The Provider of this Service Agreement may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Agreement for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

New York: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within thirty (30) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

North Carolina: We may only cancel this Service Agreement only for non-payment of the purchase price of the Service Agreement or a direct violation of the Service Agreement by You. In no event will the cancellation fee exceed the lesser of ten percent (10%) of the pro-rata refund amount or the stated cancellation fee.

Oklahoma: This service warranty applies to consumer appliance or electronic Products. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** - The cancellation section of this contract is deleted in its entirety and replaced with the following: If You cancel this service warranty within the first thirty (30) days and no claim has been authorized or paid within the first thirty (30) days, We will refund the entire service warranty contract purchase price. If You cancel this service warranty after the first thirty (30) days, or have made a claim within the first thirty (30) days, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty contract. If We cancel this service warranty, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium less the actual cost of any service provided under the service warranty contract. **WHAT IS NOT COVERED, Exclusion S – is deleted and replaced with the following:** F) FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE OR OPERATION/STORAGE OF THE COVERED PRODUCT IN CONDITIONS OUTSIDE MANUFACTURER SPECIFICATIONS OR USE OF A COVERED PRODUCT IN SUCH A MANNER AS WOULD CAUSE COVERAGE UNDER THE MANUFACTURER'S WARRANTY TO BECOME VOIDABLE OR THAT ARE USED IN A MANNER INCONSISTENT WITH THE DESIGN OF THE EQUIPMENT OR MANUFACTURER INSTRUCTIONS OR SPECIFICATIONS.

Oregon: This Service Agreement is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038, (866) 327-5818 and You.

South Carolina: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. If You have any questions regarding this Service Agreement, 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: Warrantech Consumer Product Services, Inc. Service Contract Administrator No. 187. If You have any questions regarding the regulation of the Service Agreement Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. You may return this Service Agreement within thirty (30) days of the date of purchase of this Service Agreement. If this Service Agreement is cancelled within the first thirty (30) days, We will refund the entire Service Agreement charge, less claims paid. If this Service Agreement is cancelled after the first thirty (30) days, You will receive a pro-rata refund less a twenty-five dollar (\$25) administrative fee and less claims paid. A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of Your return of the Service Agreement 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 Agreement is canceled. These provisions apply only to the original purchaser of the Service Agreement. If We cancel this Service Agreement, We shall mail a written notice to You at the last known address held by Us before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, fraud or a material misrepresentation by the Service Agreement Holder to the provider or the provider's administrator, or a substantial breach of duties by the Service Agreement Holder relating to the covered product or its use. If We cancel this Service Agreement, no cancellation fee shall apply.

Utah: The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038, 866-327-5818. Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association. We may only cancel this Service Agreement for material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Agreement for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. If We cancel this Service Agreement material misrepresentation of a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice. This Service Agreement or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. If You need to file a claim under this Service Contract, You must obtain authorization by submitting a claim by calling the Administrator at 1-877-319-8997. If a repair or replacement occurs when the Administrator's office is closed, You may follow these claims procedure without prior authorization. However, You must call the Administrator as soon as reasonably possible. Failure to call in and report the claim may result in non-payment.

Washington: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within thirty (30) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least twenty-one (21) days prior to cancellation with the effective date for the cancellation and the reason for cancellation. What is Not Covered from coverage are limited to those expressly stated under the "WHAT IS NOT COVERED" section above. You may file a claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 6th Floor, New York, NY 10038 or 866-505-4048. The State of Washington is the jurisdiction for any civil action in connection with this Contract.

Wisconsin: THIS CONTRACT IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. You may cancel this Service Agreement at any time. We may only cancel this Service Agreement 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 this Service Agreement, We shall mail a written notice to You at Your last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. If this Service Agreement 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. If this Service Agreement is canceled after thirty (30) days of the date of purchase or a claim has been paid, the Administrator shall return one hundred percent (100%) of the unearned pro-rata purchase price, less claims paid and less a cancellation fee not to exceed ten percent (10%) of the purchase price. 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 Agreement, the Administrator shall return one hundred percent (100%) of the unearned pro-rata purchase price, less claims paid. If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. Unauthorized

repairs may not be covered. The **GUARANTY** section is amended to include: Should We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Agreement and We fail to refund the unearned portion of the Service Agreement 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, 6th Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Agreement.

Wyoming: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. If We cancel this Service Agreement, We shall mail a written notice to You at Your last known address at least ten (10) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You to the provider or a substantial breach of duties by You relating to the covered product or its use.

These terms & conditions are available on the Administrator's website at www.MySmartGuard.com or Call 1-877-308-8071 to have a copy mailed to You.