

Service Contract Terms and Conditions

The information contained in these AT&T Business Protect Plan Contract terms and conditions between You and Us (defined below), explain what is covered, who provides coverage, and how coverage works under Your Plan. Please read this document in full and review the Plan Confirmation provided to You (via paper or digital delivery) by the Administrator. Be sure to keep these Contract terms and conditions, along with Your Plan Confirmation easily accessible, as they will come in handy when You need assistance regarding Your Plan or need to file a Claim. Note, this is not an insurance policy; it is a Service Contract. Special State Requirements apply (See Section XIV).

Section I. Definitions

Throughout this service contract, the following capitalized words have the stated meaning:

- **“ADH”**: the unintentional and accidental damage from handling during normal use, resulting from dropping Your Product, spilling liquid on it, including lines on the screen, screen discoloration or dimming of the screen.
- **“Administrator”, “Servify”**: the party authorized by Us who is responsible for administering benefits to You in accordance with the terms and conditions of this Contract, Servify US Inc., 14881 Quorum Drive, Suite 900, Dallas, TX 75253; 24/7 Phone # 1-800-341-0228a, (unless otherwise specified in the SPECIAL JURISDICTIONAL REQUIREMENTS section of this Contract and applicable to Your jurisdiction).
- **“Claim”**: A demand for service in accordance with the terms and conditions of this Contract that is submitted by You.
- **“Coverage Start Date”**: The date when coverage begins for each Covered Product under Your Plan. The Coverage Start Date is the date Your Covered Product(s) is enrolled for coverage under Your Plan, or the date immediately following the expiration of any Waiting Period, unless expressly stated otherwise in the SPECIAL JURISDICTIONAL REQUIREMENTS section of Your Plan or on Your Plan Confirmation.
- **“CTN”**: The active cellular telephone number registered to a Covered Device associated with this Plan.
- **“Deductible”, “Service Fee”**: the amount You are required to pay, per Claim, prior to receiving covered services under Your Plan (if any), as indicated on Your Plan Confirmation.
- **“FAN”**: Participating Foundation Account Number that functions as the master account number under which each existing CTN and participating Covered Device is associated.
- **“Mechanical Breakdown”, “Breakdown”**: means the failure of your Product to operate properly due to one or more of the following: (i) defects in materials or workmanship; (ii) normal wear and tear; (iii) Power Surge; (iv) defective pixels; and (v) image burn-in for screens.
- **“MSRP”**: the manufacturer’s suggested retail price of Your Product as of the Product purchase date.
- **“Plan”**: the specific “Coverage Plan Option” under this Contract that You have selected and purchased, as indicated on Your Plan Confirmation.
- **“Plan Fee”**: The amount You have paid, or in the case of a recurring payment Plan, the recurring fee You are required to pay, in order for the coverage under this Plan to remain effective, as stated on Your Plan Confirmation (excluding any applicable taxes and/or fees).
- **“Plan Confirmation”**: the receipt document (email or electronic) provided to You at time of purchase as proof of Your Contract purchase that confirms the coverage Plan selected by You, the Covered Products enrolled for coverage under Your Plan, the Coverage Start Date for each Covered Product, Term of coverage, any applicable Deductible, and the purchase date of this Contract.
- **“Plan Portal Page”**: the online portal access page which provides detailed Plan information including but not limited to, the make, model, IMEI and/or serial number as well as the

Coverage Start Date for all Covered Products enrolled under Your Plan. The Plan Portal Page can be accessed at businessprotect.servify.com.

- **“Power Surge”**: Power Surge protection coverage is provided when the device is damaged due to an oversupply of voltage while properly connected to a power outlet or surge protector. Surge protection does not apply to damages resulting from the improper installation or improper connection of the covered device to a power source.
- **“Device”, “Product”, “Covered Products”**: means those products purchased by You and listed in Your Plan Confirmation as Products covered under this Contract. Accessories that were purchased separately from the original packaging are excluded unless specifically stated in Your Plan Confirmation.
- **“Product Purchase Receipt”**: the receipt document (email or electronic) provided to You when You purchased Your Products, which confirm the Product purchase price and Product purchase date for all applicable Covered Products enrolled under Your Plan.
- **“Service Contract”, “Contract”**: this service contract terms and conditions document, which along with the Plan Confirmation makes up Your entire agreement. Benefits under this Contract are additional to Your rights under applicable laws, the manufacturer's hardware warranty and any complimentary technical support.
- **“Term”**: the period of time in which the provisions of Your Plan are valid, as indicated on Your Plan Confirmation.
- **“We”, “Us”, “Our”, “Obligor”, “Provider”**: the party or parties obligated to provide service under this Contract as the service contract provider, Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21st Fl., Cleveland, OH 44114; (unless otherwise specified in the SPECIAL JURISDICTIONAL REQUIREMENTS section and applicable to Your jurisdiction).
- **“You”, “Your”**: the purchaser of this Contract.
- **“Waiting Period”**: The period of time that must transpire, starting from the Plan purchase date, before a Claim may be filed under Your Plan. If applicable, the Waiting Period is stated in Your Plan Confirmation.

Section II. Coverage

A. **What is Covered**: This Contract provides for the labor and/or parts necessary to repair Your Product(s) when You have a covered Claim. It also provides coverage globally while You are traveling outside the United States, and the District of Columbia. At Our sole discretion, You may be provided a replacement for Your original Product in lieu of repair. See the About Repairs, About Replacements, and other bullets below for full details.

- **About Repairs** - Parts used for repairs may be new, used, refurbished or parts that perform to the factory specifications of Your original Product. Global coverage provides coverage for Your Covered Products in the event a repairable loss occurs. Should a covered loss occur while traveling outside the United States and the District of Columbia, global repair will be made available to You in participating countries in accordance with the Sanctions Program and Country Information list provided by the Office of Foreign Assets Control.
In the event Breakdown of Your Product (including Breakdown of Your Product due to ADH) occurs outside the continental United States of America, Alaska, Hawaii, and the District of Columbia, You will need to file a Claim within thirty (30) days of the damages occurring, following the directions provided in Section IV. How to File a Claim, and You will be provided with one of the following:
 - You will be provided with available authorized repair facilities located in the region where You are traveling. We will provide You the name, address, and contact information for the authorized repair facility. **It will be Your responsibility to contact the authorized repair facility to schedule Your own appointment time and make travel arrangements to and from the repair facility.**
 - You will be instructed to locate a repair facility of Your choice. **You will be responsible for paying for Your repairs out of pocket, save the receipt, and submit for reimbursement.** You will then be reimbursed for any covered repairs, minus any applicable taxes and travel expenses.

- You can retain the option of waiting until Your travels out of the country have concluded, and the Administrator will provide You with a local authorized repair facility, in accordance with the described Walk-In description in Section V. Location of Service.
- **About Replacements** - Reasonable efforts will be made in order to replace Your original Product with the same make and/or model; however, We reserve the right to replace the original Product with one of equal or similar features and functionality, but We do not guarantee such replacement will be the same color, make or model as Your original Product. **Please note that sometimes technological advances that are out of Our control may result in a replacement that has a lower market value price than Your original Product, and this Contract does not provide any reimbursement for such cost difference.** In the event We provide a replacement device to You, any and all parts and components of Your original Product will become Our property. Replacement device(s) can only be shipped to the fifty (50) states and the District of Columbia. Should You experience a loss while traveling outside the United States and the District of Columbia, replacement Product(s) will only be able to be provided when You have returned to the United States or its territory.
- **About Reimbursements (Buyout)** - If We, at Our discretion, decide to provide You with reimbursement towards the replacement of Your original Product, this reimbursement amount will be the lesser of the fair market value of Your Product or the purchase price of Your Product, based on Our reasonable valuation of Your original Product. Such reimbursement, subject to the limits of liability of the submitted individual claim, may at come in the form of a check or credit to Your payment card on file with the Administrator, or in the form of vouchers/credit, of equivalent value, which can be used to make purchases for device(s) and/or accessories.
 - A replacement device is required to be added to the Plan within six (6) months after reimbursement is issued for Your original Product. **If a replacement device is not added to the plan, we reserve the right to add the MSRP value of the replacement device to your bill, not to exceed the per claim limit of liability .**

During the contract Term, You will be provided with access to a call center, app based and/or web-based support for Your Product. Support for this AT&T Business Protect for Enterprise Plan Service Contract starts on the date you purchase Your Plan for Your Products. Support may include assistance with Claim registration, determining when hardware service is required or when ADH coverage may be applicable.

- B. Eligible Plan and Device Categories:** To be eligible for the AT&T Business Protect Enterprise plan, smartphones and/or tablets, purchased directly through AT&T. Devices that are registered with an active cellular telephone number (CTN) on the AT&T wireless service network are eligible for coverage. All CTNs and the associated Covered Products must be enrolled under this Plan.

This Plan provides rates depending on the total volume of Covered Products enrolled hereunder. Covered Products may be enrolled in batches as devices are purchased but must satisfy the enrollment volume requirements within twelve (12) months from the date of Plan purchase. Any changes to the total number of enrolled Products could change the aggregate limits and/or the Plan Fee rates.

- C. Coverage under Your Plan, Term and Limits of Liability:** Coverage under this AT&T Business Protect for Enterprise Plan Service Contract provides for the following:

- **Plan Coverage** - Coverage is provided for any Product failure and/or damage resulting from Breakdown or ADH for any Covered Products enrolled under Your Plan. You may enroll in this Plan subject to the following requirements:
 - For existing customers: You may enroll in this Plan within thirty (30) days from the date You purchase, as shown on Your Product Purchase Receipt; and
 - For new customers: You may enroll in this Plan within thirty (30) days of wireless service activation date. All CTNs and Devices eligible for coverage must be enrolled under this Plan.

- **Term** - Coverage under this Plan for each Covered Product commences on the Coverage Start Date as detailed . A Waiting Period may also be applicable, and would be stated on Your Plan Confirmation.
- **Limits of Liability Application** - The maximum amount that We will pay under this Plan are as follows:
 - For any single Claim, We will pay up to \$3,000 for covered repair or replacement service requests not to exceed the MSRP value of a single covered Device .
 - During any twelve (12) month rolling period, We will provide coverage for any valid Claim repairs or replacements up to the aggregate limit of liability. The aggregate limit of liability will be based on the total number of Covered Products enrolled under Your Plan as described in subsection E. below. The twelve month (12 month) rolling period is based on the date Your Claim is approved by the Administrator, and for each instance of Claim benefits provided to You, the limit of liability is reduced by the Claim benefit amount as of the date of Claim approval. Your Plan limit of liability will be restored by the same Claim benefit amount the following anniversary date of the original date of Claim approval.
 - In the event the sum of all benefits provided to You within any twelve (12) month period is equal to or exceeds the aggregate claim limit and Your Product(s) requires additional service requests, We may be able to facilitate the continued repair of Your Product(s), provided You agree to bear the additional service repair costs. Once this limit is reached, We will have no further obligations to provide service under this Plan until the earliest 12-month period has ended.
 - At Our discretion, in lieu of repair or replacement of any enrolled Product, We may provide you with a reimbursement toward the replacement of Your original Covered Product(s) based on the MSRP of the Device or the original purchase price of the device, whichever is lowest
 - A replacement device is required to be added to the Plan within six (6) months after reimbursement is issued for Your original Product. **If a replacement device is not added to the plan, we reserve the right to add the MSRP value of the replacement device to your bill, not to exceed the per claim limit of liability ..**
- **Additional Benefits Under this Contract:**
 - **Battery Protection:** Breakdown coverage is provided for Your Products' non-disposable battery, including but not limited to: Breakdown due to short circuit, swelling or leakage. A single battery replacement is also available under this coverage for any single standard battery that has been provided with Your original Covered Product, should the charging capacity be at 79% or below when confirmed through the manufacturer's authorized diagnostic test or reading. **Battery coverage does not apply to ADH failure and is limited to a one-time replacement service for any single Product during a 12-month rolling period.**
 - **No Lemon Guarantee:** During the Term of this Contract, if any single Device has three (3) qualified service repairs covered under this Plan for the same problem ("Qualified Service Repair(s)"), and if a covered Claim and a fourth (4th) repair is required for the same covered problem, We will replace Your original Product with one of like kind and quality, but not necessarily same brand or color, or, at Our sole discretion, provide You with reimbursement for a replacement. **Any repair services performed while Your Product is under its manufacturer's warranty period or in relation to ADH are not considered to be Qualifying Services Repairs under this benefit.**
 - **Power Surge:** This coverage is provided when the Covered Product is damaged due to an oversupply of voltage while properly connected to a power outlet or surge protector. **Surge protection does not apply to damages resulting from the improper installation or improper connection of the Covered Product to a power source.**

D. Plan Fee and Limit of Liability:

- **Plan Payment:** Your coverage begins on the date You enrolled, and subject to any Waiting Period as listed on Your Plan Confirmation Page, in this Plan and continues month to month so long as payment of the Plan Fee is received by Us on or before the respective billing due date for each Covered Product which corresponds to Your CTN, as listed in the Plan Portal Page.
- **Per Claim Limit:** The maximum amount We will pay for any single Claim on a Covered Product is \$3,000.00 ,but not to exceed the MSRP value of your original Covered Product .
- **Aggregate Claim Limit:** The aggregate claim limit will be based on the total number of CTNs as listed under a single FAN and the corresponding Covered Products enrolled under Your Plan as listed below:

Product Tier:	Number of CTN:	Aggregate Limit:	Monthly Plan Fee (per CTN):
Tier 1	100 – 200	\$150,000.00	\$7.00
Tier 2	201 – 500	\$300,000.00	\$6.85
Tier 3	501 – 1,000	\$500,000.00	\$6.65
Tier 4	1,001 – 2,500	\$1,000,000.00	\$6.45
Tier 5	2,501 – 5,000	\$1,500,000.00	\$6.25
Tier 6	5,001+	\$2,500,000.00	\$5.85

- In the event a Claim is filed on Your Device and We have issued a replacement device pursuant to a request for advanced exchange service, and it is later determined through Our authorized inspection that the Covered Product suffered a non-covered damage, **a non-covered service charge up to the MSRP of the original Product may be charged, not to exceed \$3,000, by adding the service charge to Your next bill, unless You return any provided replacement product, in good working order, within fifteen (15) business days of Our notification.** We will provide You with a shipping label to return Your replacement device back to Us. If and when You return the replacement product as required by Your Plan, We will then return Your original Product back to You unrepaired.
- **Period Review of Enrolled Covered Products:** We will conduct a periodic review of enrolled Covered Products, to be undertaken at least on an annual basis, to ensure that sufficient benefit levels are provided under Your Plan. Once we have undertaken this review, We may take the following actions:
 - If the total number of CTNs and the associated Covered Products are greater than the Product Tier You originally qualified for as of the date of Plan purchase, Your Plan will be updated to assign the new Product Tier which corresponds to the total number of CTNs and Products, and Your Aggregate Limit of Liability will be increased accordingly. Your Monthly Plan Fee for each Covered Product will be charged the corresponding monthly Plan Fee starting from the date such review was completed. In such event, We will notify You thirty (30) days prior to such premium change.
 - If the total number of CTNs and the associated Covered Products are less than the Product Tier You originally qualified for as of the date of Plan purchase, Your Plan will be updated to assign the new Product Tier which corresponds to the total number of CTNs and Products, and Your Aggregate Limit of Liability will be adjusted accordingly. Your Monthly Plan Fee for each Covered Product will be charged the corresponding monthly Plan Fee starting from the date such review was completed. In such event, We will notify You thirty (30) days prior to such premium change.

Section III. Deductible

There is no deductible under this Contract, so long as (1) We receive Your original damaged device; and (2) the original defective device is not, as determined by Us at Our sole discretion, broken beyond repair. In the event Your original device is received, but is broken beyond repair, You will be charged a ninety-nine (\$99) dollar deductible.

Section IV. How to File a Claim

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 must contact Us at businessprotectsupport@servify.com or 1-800-341-0228 for Claim approval and a Claim reference number which are needed before any repairs are made to Your Product. You may also e-mail the Administrator at businessprotectsupport@servify.com .

Explain the problem Your Product is experiencing and provide any additional information and documentation to validate Your Claim. For a more streamlined experience, have the mobile phone number used during the registration process, Your Product serial number or IMEI readily available. We reserve the right to request Your Plan Confirmation, the Product Purchase Receipt, photographs of the damaged Product(s), and/or any other related documentation required to verify information about the Covered Product or the Claim. In the event of a replacement or reimbursement is offered, any and all parts and components of Your original Product will become Our property. We may require You to send pictures and/or video of such Product to Us for inspection as a condition to receiving a replacement Product or reimbursement. We will pay shipping and handling costs associated with the return of any such Product. If it is determined that the claimed damages are not covered under this Service Contract, You may be responsible for any subsequent costs or fees.

After confirmation of Claim eligibility under Your Plan and this Contract, You will be issued a Claim reference number along with additional information regarding how Your Product will be further serviced (refer to Section V. "Location of Service" below for further details).

Authorization for payment of any required Deductible will be collected after Your device has been inspected, and if it is determined Your device is broken beyond repair.

In the event the Service 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 completed and finalized in full in accordance with the terms and conditions of this Service Contract.

DURING HARDWARE SERVICE, WE, THE ADMINISTRATOR OR ITS REPAIR LOCATION MAY DELETE THE CONTENTS OF THE PRODUCT AND REFORMAT THE STORAGE MEDIA. YOU ARE RESPONSIBLE FOR BACKING UP AND/OR RESTORING YOUR PRODUCT. Your Covered Product will be returned to You or You will be provided with a replacement Product to mirror the original or manufacturer's configuration, subject to applicable updates. The Administrator may install OS updates as part of hardware service that will prevent the Product from reverting to an earlier version of the OS. Third party applications installed on the Product may not be compatible or work with the Product as a result of the OS update. **You will be responsible for reinstalling all other software programs, data and passwords.**

Section V. Location of Service

Upon processing Your service request, You will be provided with the following service options based on Your Plan specifications at Our discretion:

- A. **Advanced Exchange:** We will deliver to You the replacement Product via express mail, together with a shipping label for You to return Your original damaged or defective Product back to Us ("Advanced Exchange"). Replacement Product(s) will be shipped the same or next business day depending on device and logistics availability. You must return Your original Product back to Us within fourteen (14) business days of receiving Your replacement product.

Failure to do so may result in delays in processing subsequent future claims under Your Plan, and We reserve the right to withhold subsequent Product repair, replacement, or reimbursement services under Your Plan until Your original damaged or defective Product is returned to the Administrator.

Products approved for replacement must be returned to Us at Our expense using the return mailer that was provided to You within fourteen (14) business days of delivery of the replacement Product. **You must return the original damaged or defective Product as directed by Us and according to the instructions in the return mailer, including unlocking the Product, or You may be charged a non-return fee in accordance with the non-return fee schedule, provided to You at the time of enrollment, on your next billing cycle .** YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PRODUCT AS DIRECTED IN THE ALLOTTED TIME FRAME.

If We ship You a replacement Product, We will notify You in writing within thirty (30) days of the Your return of the original damaged or defective Product. If We determine the original Product You returned did not suffer covered damage as outlined by Your Plan,

You may be charged a non-covered service charge up to the MSRP of the original Product, unless You return the replacement product, in good working order, at Your expense, within fifteen (15) business days of Our notification. If You return the replacement product as required by Your Plan, We will then return Your original Product back to You.

- B. **Mail-in Service:** You will be provided with a prepaid shipping label and, if needed, packaging material. You must ship Your damaged Product to Our repair site ("Authorized Service Location") in accordance with the Administrator's instructions. Once service is complete, the Authorized Service Location will return the Product to You. The cost of shipping to and from Your location for Mail-in Service will be covered by Us. Should mail-in repairs not be completed within five (5) business days, We will provide You with a replacement Product at no additional expense. In the event a replacement Product is provided, We reserve the right to keep Your original covered Product.
- C. **Walk-In Service:** You may also be provided with other service options, if available, in Your jurisdiction or visiting country, such as walk-in service. You may physically visit an Authorized Service Location for repairs, or at Our discretion, a replacement ("Walk-In Service Location"). In the event of walk-in service, **You will be responsible for all transportation costs to the Walk-In Service Location(s);** We will only be responsible for the cost of parts and/or labor to repair or replace Your Product as per the terms of Your Plan. **Note that walk-in repairs is the only claim resolution method available globally. Refer to Section II. Coverage About Repairs for full details.**
- D. Should other service options be used, additional details and information may be requested by the Administrator; such as photographs, details of the full extent of damage, and receipt. **If the additional information requested for Your Claim fulfillment is not provided, non-covered service charge up the MSRP value of the original Covered Product(s) may be charged and/or You will bear the full cost of the other service option until such information is provided.**

Section VI. What is not Covered (Exclusions)

AS RELATED AND APPLICABLE TO THE PRODUCT(S), THIS SERVICE CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR SERVICES IN CONNECTION WITH OR RESULTING FROM:

- A. Any pre-existing condition known to You ("pre-existing condition" refers to a condition that within all reasonable probability, relates to the functional fitness of the Product before this Contract was purchased);
- B. Any repair or replacement that is conducted without prior authorization by Us may not be reimbursable under this Plan;
- C. Servicing of the Product in association with a non-covered Claim, and shipping or delivery charges associated with the initial purchase of the Product;
- D. Damage to the Product due to fortuitous events including but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action or other fortuitous external causes;
- E. Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract;
- F. Abuse (meaning, the intentional treatment of the Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown), neglect, negligence, misuse, intentional harm or malicious mischief of or to the Product, or actions that violate Your Owner's Manual ;
- G. Failure to properly mitigate against future damages; such as failure to use protected cases, pouches, screen protectors or other accessories mandated by the seller or manufacturer's warranty;
- H. Theft or mysterious disappearance, loss (unforeseen disappearance) or vandalism of or to the Product;
- I. Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;
- J. Any upgrades, attachments, accessories or peripherals, or any failure or damage to these items;
- K. Any items that are consumer replaceable and designed to be replaced over time throughout the life of the Product; including, but not limited to batteries, except as

otherwise provided under Section II. Coverage, D. Additional Benefits under this Contract;

- L. Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts that were conducted outside of the manufacturer and/or authorized party's discretion;
- M. Routine, periodic or preventative maintenance performed by any party;
- N. Lack of providing manufacturer's recommended maintenance or operation/storage of the Product in conditions outside manufacturer specifications, or use of the Product in such a manner as would be voidable coverage under the manufacturer's warranty, or use of the Product in a manner inconsistent with its design or manufacturer specifications;
- O. Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a Product performed by anyone other than a service centre/technician authorized by Us or the manufacturer;
- P. Any kind of manufacturer recall or rework order on the Product, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs; or
- Q. Any Claim related to cosmetic damage (meaning damages or changes to the physical appearance of the Product that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish) or structural imperfections (when such do not impair the overall functionality of the Product);
- R. Any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

IMPORTANT: RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA, AND DATA RECOVERY SERVICES ARE EXPRESSLY EXCLUDED UNDER THIS SERVICE CONTRACT. WE REQUIRE YOU TO BACK UP ALL SOFTWARE AND DATA PRIOR TO SUBMITTING YOUR PRODUCT FOR SERVICING PURSUANT TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

Section VII. Your Responsibilities

PRODUCT PROTECTION: 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 AS A RESULT OF NEGLIGENCE, MISUSE OR ABUSE (AS DEFINED IN SECTION VI. EXCLUSIONS) OF OR TO THE PRODUCT WILL NOT BE COVERED UNDER THIS CONTRACT.**

MAINTENANCE AND INSPECTIONS: If specified in the Product manufacturer's warranty and/or owner's manual, it is recommended to perform all of the care, maintenance and inspections for the Product as indicated by your owner's manual. You may be required to provide proof of fulfilment of such maintenance, care and/or inspection services at time of claim. **ANY CLAIM RESULTING FROM THE LACK OF COMPLIANCE WITH THE PRODUCT MANUFACTURER'S WARRANTY AND/OR OWNER'S MANUAL REGARDING CARE, MAINTENANCE, AND INSPECTIONS FOR THE PRODUCT WILL NOT BE COVERED UNDER THIS CONTRACT.**

Section VIII. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, THE ADMINISTRATOR AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER OF THE PRODUCT FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO THE COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM OUR OBLIGATIONS UNDER THIS CONTRACT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF SERVIFY AND ITS EMPLOYEES' AND AGENTS' LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE CONTRACT SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR YOUR PLAN. THE ADMINISTRATOR SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE THE PRODUCT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA; (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA; OR (iii) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

THE BENEFITS CONFERRED BY THIS CONTRACT ARE IN ADDITION TO ANY RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, OUR LIABILITY IS LIMITED, AT OUR SOLE OPTION, TO REPLACEMENT OR REPAIR OF THE COVERED PRODUCT OR SUPPLY OF THE SERVICE. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Section IX. Cancellation

You may cancel Your Contract at any time for any reason within thirty (30) days from the date or purchase of this Contract. If You decide to cancel this Contract, You may do so by contacting businessprotectsupport@servify.com , or by calling toll-free 1-800-341-0228 .

- If You cancel this Contract within thirty (30) days of Your purchase or receipt of this Contract, whichever occurs later, You will receive a one hundred percent (100%) refund of the full Contract purchase price paid by You, minus any claims paid by Us.
- You may cancel this Contract after thirty (30) days from Your purchase or receipt of this Contract for any reason. In such an event, the cancellation will be effective the day the request is made. If any prorated refund is owed, it will be credited to You on Your next month's billing cycle for each CTN as applicable. We reserve the right to provide you with an electronic check in lieu of any credit to Your wireless service account for any such amount owed.

We may cancel this Contract for:

- Non-payment of the Contract purchase price by You;
- Material misrepresentation, Plan or Product abuse, or discovery of fraud committed by You; or
- Substantial breach of duties under this Contract by You in relation to the Covered Product or its use.

In the event We cancel this Plan for nonpayment of the Plan Fee, We will notify You at the time of cancellation, and Your Plan will be cancelled immediately. We have the right, but not the obligation, to accept any late payment and allow Your Plan to continue from the date of late payment.

- If this Contract is cancelled within thirty (30) days of Your receipt of this Plan, You will receive a full refund of all the Plan Fee payments made by You under this Plan, less the value of any benefits provided to You, unless local law provides otherwise. In case this Plan is cancelled after thirty (30) days of Your receipt of this Plan, for reasons other than nonpayment of the Plan fee, the cancellation will be deferred until midnight on the last day of Your monthly billing cycle in which Your cancellation is made. Your Plan will remain active until the end of that monthly billing cycle at which point it will be cancelled and no cancellation refund will be due to You.

Section X. Transferability

This contract is intended for Your use only and may not be transferred to any other party or entity for use.

Section XI. Renewability

Your coverage begins on the date You enrolled in this Plan and renews month to month so long as payment of the Plan Fee is received by AT&T on or before the billing due date, as stated on the Plan page of Your account , subject to any applicable Limits of Liability provisions. If You do not wish to allow Your coverage under this Plan to be renewed, You may cancel the Plan, in accordance with the instructions provided in the Cancellation section above. If We decide to non-renew this Contract outside the provisions listed above, We will provide You a thirty (30) day written notice of non-renewal.

Section XII. Guaranty

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 pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after the Claim has

been submitted, or in the event You cancel this Service Contract, and We fail to refund any unearned portion of the Service Contract 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.

Section XIII. General Terms

- A. We may subcontract or assign performance of Our obligations to third parties but shall not be relieved of Our obligations to You in doing so.
- B. **We are not responsible for any failures or delays in performing under this Contract that are due to events outside Our reasonable control.**
- C. This Service Contract is valid and eligible for purchase in the contiguous United States of America, plus Alaska, Hawaii, and the District of Columbia. **(NOTICE: all outlying U.S. territories EXCEPT THE DISTRICT OF COLUMBIA, including but not limited to Puerto Rico, and all Canadian provinces/territories are expressly EXCLUDED.)**
- D. In carrying out its obligations, the Administrator respectively may, solely for the purpose of monitoring the quality of responses provided to You, record part or all of the calls between You and/or the Administrator.
- E. You agree that any information or data disclosed to the Administrator and Us under this Contract is not confidential or proprietary to You. Furthermore, You agree that the Administrator may collect and process data on Your behalf when it provides service. This may include transferring Your data to affiliated companies or service providers in accordance with the Administrator's privacy policy, listed at <https://servify.tech/privacy/> ("Privacy Policy"). If You wish to have access to the information that the Administrator holds concerning You or if You want to make changes, You may contact the aforementioned parties at support@servify.tech to update Your personal contact preferences.
- F. This Service Contract, including the terms, conditions, limitations, exceptions and exclusions, and Your Plan Confirmation 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.
- G. There is no informal dispute settlement process available under this Service Contract.

Section XIV. Special State Requirements

Regulation of service contracts may vary widely from state to state. Any provision within this Contract that 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.

Connecticut: This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, 866-927-3097 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 price of the Product, the cost of repair of the Product and a copy of the Service Contract. CANCELLATION is amended as follows: This Service Contract may be cancelled by the You if the Product covered under this Service Contract is returned, sold, lost, stolen, or destroyed. GUARANTY 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, You may file a Claim against the insurer, Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038, or by calling 1-866-505-4048.

Georgia: CANCELLATION is amended as follows: If You request cancellation of this Service Contract within thirty (30) days of the purchase of this Service Contract and if the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. If We cancel this Service Contract, We shall provide written notice to You at the last known address held by Us at least thirty (30) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. 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.

Hawaii: CANCELLATION is amended as follows: If You request cancellation of this Service Contract within thirty (30) days of the purchase of this Service Contract and if the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. **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.

Illinois: Covered Product 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 after the effective date of this Service Contract.

Indiana: This Contract is not insurance and is not subject to Indiana insurance law. Your proof of payment to AT&T 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 Your 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.

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. CANCELLATION is amended as follows: In no event will any claims incurred or paid be deducted from any refund.

New York: CANCELLATION is amended as follows: If You request cancellation of this Service Contract within thirty (30) days of the purchase of this Service Contract and if the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

Oregon: This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, (866) 927-3097 and You. **HOW TO FILE A CLAIM** – If You need to file a Claim under this Service Contract, You must contact the Administrator at businessprotect.servify.com , by calling (toll-free) 1-800-341-0228 or by emailing the Administrator at businessprotectsupport@servify.com to obtain a Claim reference number prior to having any repairs made to Your Product. Contact is available 24/7. Failure to call in and report the Claim may result in non-payment. **TRANSFERABILITY** is deleted and replaced with the following: This Service Contract is non-transferable.

Utah: The Provider/Obligor is Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, (866) 927-3097. 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. **GUARANTY** is amended as follows: Should the Provider fail to pay or provide service on any Claim within sixty (60) days after proof of loss has been filed, You are entitled to make a Claim directly against the Insurance Company. CANCELLATION is amended as follows: 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. **HOW TO FILE A CLAIM** – If You need to file a Claim under this Service Contract, You must contact the Administrator at businessprotect.servify.com , by calling (toll-free) 1-800-341-0228 or by emailing the Administrator at businessprotectsupport@servify.com to obtain a Claim reference number prior to having any repairs made to Your Product. Contact is available 24/7. Failure to call in and report the Claim will result in non-payment. Note: Failure to give any notice or file any proof of loss required by the Plan, within the time specified in the Plan, does not invalidate a Claim made by You, if You can show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.