Service Contract Terms and Conditions

The information contained in these Service Contract terms and conditions 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 seller or 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 the Administrator's assistance regarding Your Plan or need to file a Claim.

Section I. Definitions

Throughout this service contract, the following capitalised words have the stated meaning

- **"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).

- "**Administrator**", **"Servify"**: the party authorized by Us who is responsible for administering benefits to You in accordance with the terms and conditions of this Service Contract, Servify US Inc., 5608 17th Ave. NW Seattle, WA 98107; 24/7 Phone # 1-800-248-8822, (unless otherwise specified in the SPECIAL JURISDICTIONAL REQUIREMENTS section of this Contract and applicable to Your jurisdiction).

- **"Plan":** the specific "Coverage Plan Option" under this Service 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 Service Contract purchase that confirms the coverage Plan selected by You, the coverage Term, any applicable Deductible, and the purchase date of this Service Contract.

- **"Product"** means the product(s) purchased by You and listed in Your Plan Confirmation as a covered Product under this Contract. Accessories that were purchased separately from the original packaging are excluded unless specifically stated in Your Plan Confirmation.

- **"Service Contract", "Contract":** this service contract terms and conditions document, which along with the Plan Confirmation makes up Your entire agreement. Benefits under this Service Contract are additional to Your rights under applicable laws, the manufacturer's hardware warranty and any complimentary technical support.

- **“ADH”:** the unintentional and accidental damage from handling during normal use, resulting from dropping Your Product, spilling liquid on it, lines on the screen, screen discoloration or dimming of the screen. ADH does not include damages that occur from standard operation of Your original device, which includes, but is not limited to, folding, flipping, transporting from one location to another, or overheating. ADH IS NOT COVERED UNLESS AN “ADH” NOTATION IS SHOWN ON YOUR PLAN CONFIRMATION.

- **“Claim”:** A demand/request for service in accordance with the terms and conditions of this Contract sent by You to the Administrator or Us.

- **“Coverage Start Date”**: The date when coverage begins under Your Plan. The Coverage Start Date is either the date of purchase of Your Plan or the date immediately following the expiration of any Waiting Period, whichever occurs first, unless expressly stated otherwise in the SPECIAL JURISDICTIONAL REQUIREMENTS section of Your 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.

- **“MSRP”:** the manufacturer’s suggested retail price of Your Product as of the Product purchase date.

- **“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.

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

- **“Term”:** the period of time in which the provisions of Your Plan are valid, as indicated on Your Plan Confirmation.

- **“You”, “Your”:** the purchaser of this Service 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.

- **“Promotional Period”**: Any period of time during which We may agree to cover some of Your costs of this Plan on Your behalf in connection with a limited time promotion We may offer to You with Your purchase of an eligible covered Product. Payment or discounts We provide to You toward Your purchase of this Plan during a promotional period will be stated on Your Plan Confirmation.

Section II. Coverage

A. **What is Covered:** This Contract provides for the labor and/or parts necessary to repair Your Product when You have a covered claim. At Our sole discretion, You may be provided a replacement or an advance exchange for Your original Product in lieu of repair. See the About Repairs, About Replacements, and Advance Exchange bullets below for full details.

- **About Repairs**: Repairs are completed through an authorized repair centers. Parts used for repairs may be new, used, refurbished or parts that perform to the factory specifications of Your original Product.

- **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. We do not guarantee such replacement will be the same color, make or model as Your original Product. Additionally, note that due to technological advances that are outside of Our control may result in a replacement Product that has a lower selling 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.

    - **Advance Exchange -** As part of Our replacement coverage, should Your device qualify, you could be eligible for Advance Exchange. This device eligible coverage would permit You to receive as soon as the next day device delivery in the event that covered damages, as listed and described in this document, to Your original Product render the Product unusable. You will be required to return your damaged and/or unusable original Product to Us or the Administrator in accordance with any and all instructions provided to You during the claim resolution process. This coverage is available subject to an additional non-return fee up to the MSRP value of the replacement device if Your original Product is not received by Us or the Administrator within ten (10) business days of confirmed delivery of Your Advance Exchange device or if Your original Product's damage is determined to be outside of the defined coverages in this contract.

- **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, may come in the form of a check (physical or digital) 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. You will still be responsible for paying any applicable Deductible or Service Fee associated with Your device and/or damages sustained.

During the Contract Term, Servify will provide you with access to a call center, app based and/or web-based support for Your Product. Administrator support starts on the date you purchase the Contract for Your Product and will remain available throughout the term of Your Contract. Support may include assistance with claim registration, determining when hardware service is required, or what coverage may be applicable.

B. **Eligible Device Categories:** In order to be eligible for coverage under this Contract, the Contract must be purchased within thirty (30) days of the date of this Product and is covered by the manufacturer's warranty and/or retailer's limited warranty as of the date this Contract is purchased. Out-of-warranty equipment may be covered at Our discretion, subject to a Waiting Period.
    a. In order for Your product to be qualified as an Eligible Device, You must take the following action to certify that Your product is operational and free of physical and mechanical defects: You will receive notification with instructions about the Device Quality Certification and how to register Your device. The Device Quality Certification process will require You to provide video evidence of the product You are attempting to enroll, which may require a secondary device. For devices which have undertaken the above-referenced certification process, We will waive any Waiting Periods applicable to Your Plan as of the date Your product was successfully registered with the Administer as a Certified Device. Covered Products that are not registered with the Administrator as a Certified Device are eligible for Breakdown claim upon the expiration of the Waiting Period. If You fail to certify Your device in accordance with the Administrator's instructions, or Your device does not meet certifications standards within either sixty (60) days of device purchase or 10 days of Plan purchase, whichever is soonest, We reserve the right to cancel Your enrollment in this Plan and provide a full refund of Your Plan payment. No coverage for Claims is provided until the registration of Your Covered Product as Certified Device has been completed.

C. **Coverage Plan Option, Term and Limits:** Coverage under this Service Contract provides for the following, as applicable to Your Plan purchase:

- **Protect+** – In addition to coverage for Breakdown, We will cover any Product failure resulting from ADH and will allow for Your device to be eligible for Advance Exchange. This Plan option is only available for purchase within thirty (30) days of Your Product purchase date, as shown on Your Product Purchase Receipt or first activation of Your Product.
- **Protect+ Term** - Coverage under this Plan option begins on the Coverage Start Date and continues for the Term, both indicated on Your Plan Confirmation. Your

coverage may be subject to a Waiting Period during which no Claims are allowed. If applicable, this would be stated in Your Plan Confirmation. Should there be any Waiting Period, this time frame will be added to the end of Your Plan Term.

- **Protect+ Limits** - The maximum amount that We will pay under this Plan option are as follows:
    - **Repairs**: An unlimited number of covered Claim repairs until the accumulated amount that We have paid equals the lesser of the MSRP or the original purchase price of the Product, as shown on Your Product Purchase Receipt. Once this limit is reached, We will have no further obligations under this Plan to repair or replace the original Product until the following 12-month period of Your Plan Term.
    - **Replacement:** At Our discretion, in lieu of repair, we may provide a replacement device or provide you with a reimbursement toward the replacement of Your original Product. The maximum number of replacement/reimbursement Claim(s) allowed during the Plan Term will be two (2) Product replacement/reimbursement within any twelve (12) month period. The 12-month period is calculated based on the date Your Claim was approved by Us for each covered ADH or Breakdown Claim. Once this limit is reached, We will have no further obligations under this Plan to provide service for the original or replacement Product until the 12-month period has ended.
    - Our maximum limit of liability for services provided for any single Product shall not exceed the MSRP of the covered Product within any twelve (12) month period.
    - You will be responsible for any applicable Deductible or Service Fee for each claim request that is approved. Your applicable Deductible or Service Fee will not affect the total maximum available to be paid under this Contract.

D. Additional Benefits Under this Contract:

- **Battery Protection:** Breakdown coverage is provided for Your Product's non-disposable battery, including but not limited to, Breakdown due to short circuit, swelling, leakage, or battery failure when it is unable to hold an electrical charge over 80%. Battery coverage does not apply to ADH failure, and is limited to a one-time replacement service for any single Product throughout the entire Plan Term.
- **No Lemon Guarantee:** During the Term of this Contract, if Your Product 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 (if purchased/applicable) are not considered to be Qualifying Services Repairs under this benefit.

Section III. Deductible

You are required to pay a non-refundable Deductible amount indicated on Your Plan Confirmation, per covered claim, prior to receiving service under this Contract.

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 the Administrator first for claim approval and authorization number.

You may obtain service or claim support by using the Consumer Web Portal https://servify.tech, by emailing the Administrator at us_claims@servify.com, or by calling (toll-free) 1-800-248-8822.

Explain the problem Your Product is experiencing and provide the Administrator any additional information/documentation in order to validate Your Claim, including but not limited to photographs, videos, or police reports. For faster service handling, please have the mobile phone number used during the registration process, or Your Product serial number readily available. We reserve the right to request Your Plan Confirmation, the Product Purchase Receipt, and/or related documentation required to verify information about the covered Product. Additionally, in case of a replacement or reimbursement, We reserve the right to take ownership of the original Product(s), which is the subject of a pending Claim. We may require You to send pictures and/or video of such Product(s) 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(s).

After confirmation of claim eligibility under Your Plan and this Contract, the Administrator will issue a claim authorization number to You along with additional information regarding how Your Product will be further serviced (refer to the “Section V. Location of Service” section below for further details).

Authorization for payment of any required Deductible will be collected by the Administrator when Your claim authorization number is generated. (Your Deductible amount, if applicable, is shown on Your Plan Confirmation.)

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

DURING HARDWARE SERVICE, WE, ADMINISTRATOR OR ITS REPAIR LOCATION MAY DELETE THE CONTENTS OF THE PRODUCT AND REFORMAT THE STORAGE MEDIA. Administrator will return your Product or provide a replacement as the Product was originally configured, subject to applicable updates. Administrators 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, Administrator will provide You with the following service options at Our discretion:

- **Advanced Exchange Process:** This device eligible coverage would permit you to receive as soon as the next day device delivery in the event that Your original Product is damaged as a result of a covered cause of loss and is rendered unusable and is deemed beyond repair. We will deliver to You the replacement product via express mail, together with a prepaid shipping label for You to return Your original defective Product back to Us ("Advanced Exchange"). You must return Your original Product as directed by Us and according to the instructions included in the return mailer, including unlocking the device, within fourteen 14 days of delivery of the replacement Product. Failure to do so may result in being charged a non-return fee of up to the MSRP or $1,500, whichever is less. YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PRODUCT AS DIRECTED.

  If We ship You a replacement product, We will notify You in writing within thirty (30) days of Your return of the original defective Product if We determine the original Product You returned did not suffer a covered cause of loss by Your Plan. You will 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 cost of shipping within fifteen (15) days of Our notification. If You return the replacement product as required by Your Plan, We will return to You Your original Product.

- **Mail-in Service Process:** Administrator will send you a prepaid shipping label (and, if needed, packaging material). You must ship the Product to a predetermined site ("Authorized Service Location") in accordance with Administrator's instructions. Once service is complete, the Authorized Service Location will return the Product to You. The Administrator will pay for shipping to and from Your location for Mail-in Service.

- **Walk-In Service Process:** If available in Your jurisdiction or local area, the Administrator may also provide walk-in service where You may physically visit an Authorized Service Center for repair/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) along with any associated Deductible or Service Fee; Administrator 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.

Section VI. What is not Covered (Exclusions)

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

A. A 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 claim for service to or replacement of the Product that has not been prior authorized by the Administrator;
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 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;
G. Theft or mysterious disappearance, loss (unforeseen disappearance) or vandalism of or to the Product;
H. Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;
I. Any upgrades, attachments, accessories or peripherals, or any failure or damage to these items;
J. 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;
K. Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;
L. Routine, periodic or preventative maintenance;
M. 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;
N. Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a Product performed by anyone other than a service center /technician authorized by the Administrator or the manufacturer;
O. 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

P. **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);**
Q. **Service or replacement; including location where damages occur, outside of the United States of America, its territories, or Canada;**
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. WHEN AT ALL POSSIBLE, WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND ESPECIALLY PRIOR TO SUBMITTING YOUR PRODUCT FOR SERVICING PURSUANT TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

Section VII. Your Responsibilities

PRODUCT PROTECTION: If protective items such as covers, carrying cases or pouches were provided or made available for use with Your Product, You should make every effort to utilize these accessories for protection against damage to Your Product. 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 NEGLECT, NEGLIGENCE, MISUSE OR ABUSE (AS DEFINED) 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, You must perform all of the care, maintenance and inspections for the Product as indicated. 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 WILL NOT BE COVERED UNDER THIS CONTRACT.

DATA: You will be responsible for any and all data, including but not limited to, data, software, applications, passwords, or any other personal information that is outside the manufacturer's factory setting. We and the Administrators of this Plan are not responsible for any loss or damage to Your personal data. It is Your responsibility to back up and store this information prior to any Claim being processed.

CONTACT INFORMATION: It is your responsibility to keep all contact information, including mailing address and email address, updated with your carrier and with the Administrator of this Plan. Necessary notification will be sent to the provided contact information. Your failure to keep this information updated may result in not receiving necessary information,

changes, or notifications related to Your Plan, and it will not be the responsibility of Us or the Administrator should You not receive the necessary updates.

Section VIII. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, 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 ADMINISTRATOR'S 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. 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, ADMINISTRATOR'S LIABILITY IS LIMITED, AT ITS 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. Plan Charges**

The cost of this Plan will be billed to You in full or in monthly instalment payments, for the duration of the Plan Term, as listed on Your Plan Confirmation. The cost of this Plan will be billed to You in full or in monthly payments depending on the Term of Your Plan, unless this Plan is non-renewed, cancelled or fulfilled as described below, in which case billing will cease.

If this Plan was purchased with a limited time promotional offer, You must pay the cost of this Plan upon the expiration of the Promotional Period for continued coverage under this Plan, and We may request Your payment information for continued coverage under this Plan upon the expiration of the Promotional Period in the event Your credit or debit card information is not on file with Us.

For monthly Plans, each month during the Term of this Plan, You will be charged for the cost of this Plan on the credit or debit card provided at the time of purchase. The cost of this Plan is indicated on the Plan Confirmation. Applicable sales taxes, and regulatory surcharges and assessments, if any, may be added to Your monthly charges. Nonpayment by You will result in cancellation of the Plan as set forth below. It is Your responsibility to maintain a valid credit card or bank account information with the seller to process payments; failure to

do so may cause Your Plan to be cancelled. If We do not receive full payment of the monthly charge, a late payment fee according to the laws of the state of residence may be incurred. Applicable Deductible(s), non-return charges, non-covered claim charges, taxes, and regulatory surcharges or assessments, if any, may be added to Your bill or, at Our discretion, collected from You prior to providing a replacement product or fulfilling any future claim.

Section X. Cancellation

You may cancel Your Contract at any time for any reason after the purchase of this Contract. If You decide to cancel this Contract, You may do so by contacting the Administrator by emailing us at support@inlandcell.com, or by calling toll-free 1-800-248-8822. The cancellation provisions apply to the original purchaser of this Contract only.

A. 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.

B. If You cancel this Contract after thirty (30) days from Your purchase or receipt of this Contract, the following applies depending on the Term of Your Plan:

   (a) For Fixed-Term Plans, You will receive a pro-rata refund of the original Plan purchase price. The pro-rata refund is based on the percentage of unexpired Plan Term from the Plan's date of purchase, less the value of any benefits provided to You under the Plan, to the date the cancellation request was made.

   (b) For monthly Plans or monthly installment payments, cancellation will be deferred until midnight on the last day of the month for which Your last monthly payment was paid. Your monthly Plan will remain active until the end of that month at which point it will be cancelled and no cancellation refund will be provided. Your failure to timely and fully make any monthly payment will be deemed an expression of Your intent to cancel Your Plan and no cancellation refund will be provided.

C. This Plan may be cancelled by Us or the Administrator for any reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and the effective date of such cancellation. If We or the Administrator cancel this Plan for nonpayment of the Plan Fee or for material misrepresentation of Your Plan or claim information, Your Plan will be cancelled immediately. If we cancel this Plan for any other reason, the following shall apply:

   (a) For monthly Plans or monthly installment payments: cancellation will be deferred until midnight on the last day of Your monthly billing cycle, provided that written notice of cancellation will be delivered to You at least thirty (30) days prior to the effective date of cancellation. Any refund may be applied to any

outstanding balance of Your account, and the excess, if any, will be returned to You.

(b) For Fixed-Term Plans: You will receive a pro-rata refund of equal to 100% of the unearned portion of the Plan Fee paid by You, less the value of any benefits provided to You under this Plan, unless local law provides otherwise.

D. Any notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for, and effective date of, such cancellation.

Section XI. Transferability

If You wish to transfer coverage under this Service Contract to a different owner, please contact the Administrator toll free at 1-800-248-8822 to initiate Our transfer process. Transferability is determined at Our sole discretion and may not be available for all Products. This plan is not transferable. If You purchase a new device or if Your device is replaced, You, at your sole discretion, are responsible for purchasing a new Plan. If the device is gifted or given to another individual, this Plan does not transfer. The new owner will be responsible for purchasing and maintaining their own Plan.

Section XII. Renewability

If You wish to renew coverage under this Service Contract, please contact the Administrator toll free at 1-800-248-8822 prior to the expiration of Your current Term to initiate Our renewal process. Renewability is determined at Our sole discretion and may not be available.

For Fixed-Term Plans, this Plan may be renewed at Our discretion.

FOR MONTHLY PLANS, YOU ACKNOWLEDGE AND AGREE THAT YOUR MONTHLY PLAN WILL AUTOMATICALLY RENEW EVERY MONTH UNLESS AND UNTIL CANCELLED, FOR IMMEDIATE CANCELLATION GO TO www.website.com CONTACT THE ADMINISTRATOR AT 1-800-248-8822 AND FOLLOW THE INSTRUCTIONS TO PROCESS YOUR CANCELLATION. YOUR EXPRESS AND AFFIRMATIVE CONSENT ACKNOWLEDGING AND AGREEING WITH THE PROVISIONS OF THIS SECTION IS REQUIRED AND CAPTURED AS PART OF THE SALES PROCESS FOR RECURRING TAPSAFE PROTECTION PLANS, AND SUCH CAPTURED AFFIRMATIVE CONSENT IS INCLUDED IN AND FORMS A PART OF THIS PLAN.

Section XIII. 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 XIV. General Terms

(a) You agree to all the provisions of this Plan when You order and/or pay for it. We may change the monthly charge for the Plan, the administration for the Plan, or these terms and conditions from time to time upon at least thirty (30) days written notice to You. Such notice may be provided by any reasonable method, at Our discretion. By providing Your electronic address to Us, You are authorizing us to communicate with You

electronically. Your continued use of the Plan and payment of the charges, after such notice, constitutes Your acceptance of the charges.

(b) Administrator may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.

(c) Administrator is not responsible for any failures or delays in performing under this Contract that are due to events outside Administrator's reasonable control.

(d) 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, including but not limited to Puerto Rico, and all Canadian provinces/territories are expressly EXCLUDED.)

(e) In carrying out its obligations Administrator may, solely for the purposes of monitoring the quality of Administrator's response, record part or all of the calls between you and Administrator.

(f) You agree that any information or data disclosed to the Administrator 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 Administrator's privacy policy listed at https://servify.tech/privacy/ ("Privacy Policy"). Administrator will protect your information in accordance with its Privacy Policy; if you wish to have access to the information that Administrator holds concerning you or if You want to make changes, You may contact the Administrator at support@servify.tech to update your personal contact preferences.

(g) 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. We may reduce or waive the Deductible for the Covered Product. You may access the current Claim Deductible schedule at website or by calling phone number.

(h) There is no informal dispute settlement process available under this Service Contract.

Section XV. 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.

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 by using the Consumer Web Portal at https://servify.tech, emailing the Administrator at us_claims@servify.tech, or by calling (toll-free) 1-800-248-8822 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.

Washington: WHAT IS NOT COVERED (EXCLUSIONS) – What is excluded from coverage is limited to that which is expressly stated under the "WHAT IS NOT COVERED (EXCLUSIONS)" section of this Service Contract. GUARANTY is amended to include: A contract holder is entitled to apply directly to Wesco Insurance Company, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048 for refund, payment or performance due. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator by using the Consumer Web Portal at https://servify.tech, emailing the Administrator at us_claims@servify.tech, or by calling (toll-free) 1-800-248-8822 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. CANCELLATION is amended as follows: If We cancel this Service Contract, We shall provide written notice to You at the last known address held by Us at least twenty-one (21) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation.