

## 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 # [1-833-313-3331], (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":** 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, which is

considered primary coverage. [To view the full [Narwal] warranty, visit [[Narwal Warranty Policy](#)].

- **“ADH”**: the unintentional and accidental damage from handling during normal use, resulting from dropping Your Product, spilling liquid, 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 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 later, unless expressly stated otherwise in the SPECIAL JURISDICTIONAL REQUIREMENTS section of Your Plan.
- **“Deductible”**: 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) components image burn-in for screens. Breakdown coverage begins after the expiration of Your manufacturer’s warranty.
- **“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 for Your original Product in lieu of repair. See the About Repairs, and About Replacements 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.

● **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. Additionally, please note that sometimes technological advances that are out of Our control may result in a replacement that has a lower selling price than Your original 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.

● **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 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.

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

B. **Eligible Device Categories:** In order to be eligible for coverage under this Contract, the Product must be 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.

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

- **NarwalCare Secure** - Coverage is provided for Breakdown. This Plan option is only available for purchase within 365 days (1 year) of Your Product purchase date, as shown on Your Product Purchase Receipt or first activation of Your Product.
- **NarwalCare Secure Term** - Coverage under this Plan option begins upon the expiration of the manufacturer's warranty and continues for the Term shown on Your Plan Confirmation.
- **NarwalCare Secure Limits** - The maximum amount that We will pay under this Plan option are as follows:
  - For 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.
  - The maximum number of replacement Claims allowed during the Plan Term with respect to any single covered Product will be [one] Product replacement.
  - Our maximum limit of liability for services provided for any single Product shall not exceed the MSRP of the covered Product.
- **NarwalCare Protect Plus** - In addition to coverage for Breakdown, We will cover any Product failure resulting from ADH. This Plan option is only available for purchase within sixty (60) days of Your Product purchase date, as shown on Your Product Purchase Receipt or first activation of Your Product.
- **NarwalCare Protect Plus Term** - Coverage under this Plan option begins on the Coverage Start Date and continues for the Term shown 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.
- **NarwalCare Protect Plus Limits** - The maximum amount that We will pay under this Plan option are as follows:
  - For Claim 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.
  - 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 Claims allowed during the Plan Term will be one (1) Product replacement/reimbursement. Once this limit is reached, We will have no further obligations under this Plan to provide service for the original or replacement Product.
  - Our maximum limit of liability for services provided for any single Product shall not exceed the MSRP of the covered Product.

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 or leakage. Battery coverage does not apply to ADH failure, and is limited to a one-time replacement service for any single Product.
- **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

A non-refundable Deductible will apply to each filed and approved claim and does not reduce the Limit of Liability. The Deductible, as shown in the Plan Confirmation, is payable at the time the claim is approved. The Deductible is payable to the Administrator at the time of claim approval.

### 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 [www.narwal.servify.com](http://www.narwal.servify.com), by emailing the Administrator at [narwalcare@servify.com](mailto:narwalcare@servify.com), or by calling (toll-free) 1-833-313-3331.

Explain the problem Your Product is experiencing and provide the Administrator any additional information/documentation in order to validate Your Claim. 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 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 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 reference number to You along with additional information regarding how Your Product will be further serviced (refer to the “Location of Service” section below for further details).

[Authorization for payment of any required Deductible will be collected by the Administrator at this time. (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:

- **Mail-in Service Process:** Administrator will send you a prepaid shipping label (and, if needed, packaging material). You must ship the Product to a site (“Authorized Service Location”) in accordance with Administrator’s instructions. Once service is complete, the Authorized Service Location will return the Product to You. Administrator will pay for shipping to and from your location for Mail-in Service. Parts used in the repair process may be new, used, refurbished, or parts used to perform factory specifications of Your original Product.
- **Replacement Service Process:** Administrator will send you a prepaid shipping label, and, if needed, packaging materials. You must ship the Product to the Authorized Service Location in accordance with the Administrator’s instructions. Your Product will be inspected. Once it has been confirmed that damages are covered under this Service Contract a replacement device will be mailed to you. The replacement device will be of equal or similar features and functionality, but We do not guarantee that the replacement device will be the same color, make, or model as Your original Product.

#### **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 centre/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 outside of the United States of America, its territories, with the exception of the District of Columbia, 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 NEGLIGENCE, NEGLIGENCE, LACK OF MITIGATION, 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 fulfillment 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.

#### **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 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.

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.

#### **Section X. 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 the Administrator by e-mailing us at [narwalcare@servify.com](mailto:narwalcare@servify.com), or by calling toll-free 1-833-313-3331. 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.

- 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 material misrepresentation, Your Plan will be cancelled immediately. If we cancel this Plan for any other reason, the following shall apply:
- (a) 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 1-833-313-3331 to initiate Our transfer process. Transferability is determined at Our sole discretion and may not be available for all Products.

#### **Section XII. Renewability**

If You wish to renew coverage under this Service Contract, please contact the Administrator toll free at 1-833-313-3331 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 [www.narwal.servify.com](http://www.narwal.servify.com) CONTACT THE ADMINISTRATOR AT 1-833-313-3331 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 Narwal Care 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 and Hawaii. (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](mailto: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.
- (h) There is no informal dispute settlement process available under this Service Contract.

#### Section XX. 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.

**Alabama:** CANCELLATION is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. 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. This provision applies only to Fixed Term Plans and the original purchaser of the Service Contract. 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 [narwal.servify.com](http://narwal.servify.com), emailing the Administrator at [narwalcare@servify.com](mailto:narwalcare@servify.com), or by calling (toll-free) 1-833-313-3331 to obtain a claim reference number prior to having any repairs made to Your Product. Failure to call in and report the claim may result in non-payment.

**Arizona:** WHAT IS NOT COVERED (EXCLUSIONS) - We shall not provide coverage only for those specifically listed items in the “WHAT IS NOT COVERED (EXCLUSIONS)” section which occurred while owned by You. Section XIV. GENERAL TERMS (a) is deleted in its entirety.

**Arkansas:** 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. This provision applies only to Fixed Term Plans and the original purchaser of the Service Contract. 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 [narwal.servify.com](http://narwal.servify.com), emailing the Administrator at [narwalcare@servify.com](mailto:narwalcare@servify.com), or by calling (toll-free) 1-833-313-3331 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.

**California:** Servify US Inc. (License No. 87) is the Service Contract Administrator and Northcoast Warranty Services, Inc. (License No. SA-19178) is the Obligor for this Service Contract. CANCELLATION is amended as follows: This Service Contract may be cancelled by the Service Contract Holder for any reason, including, but not limited to, the Product covered under this Service Contract being sold, lost, stolen, or destroyed. If You decide to cancel Your Service Contract, and Your cancellation notice is received by the Administrator within thirty (30) days of the date You received the Service Contract and no claims have been paid, You will be refunded the full-Service Contract price. If You have made claims against the Service Contract or cancellation notice is received by the Administrator after thirty (30) days from the date You received this Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any claims paid, and less an administrative fee of ten percent (10%) of the Service Contract price or twenty-five dollars (\$25), whichever is less.

**Colorado:** 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. This provision applies only to Fixed Term Plans and the original purchaser of the Service Contract. If We cancel this Service Contract, We will refund one hundred percent (100%) of the unearned pro rata Service Contract charge paid by You, less any claims paid and no cancellation fee shall apply.

**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 or lease price of the Product, the cost of repair of the Product and a copy of the warranty Service Contract. 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 Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, file a claim against the insurer, Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038, by calling [1-866-505-4048]. CANCELLATION is amended as follows: This Service Contract may be cancelled by the Service Contract Holder if the Product covered under this Service Contract is returned, sold, lost, stolen, or destroyed.

**District Of Columbia:** CANCELLATION is amended as follows: Any cancellation fee shall not exceed the lesser of ten percent (10%) of the gross Service Contract price or \$25.00s, whichever is less. 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. This provision applies only to Fixed Term Plans and the original purchaser of the Service Contract.

**Florida:** This Service Contract is between the Provider, Technology Insurance Company, Inc. 800 Superior Ave. E., 21st Fl., Cleveland, OH 44114 (License No. 03605) and You, the purchaser. CANCELLATION is deleted and replaced with the following: You may cancel Your Service Contract at any time by informing the selling dealer or the Administrator, Servify US Inc. of Your cancellation request. In the event the Service Contract is cancelled 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 Contract is cancelled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. GUARANTY is deleted and replaced with the following: This is not an insurance policy, it is a Service Contract. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia:** CANCELLATION is amended as follows: 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. 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. This provision applies only to Fixed Term Plans and the original purchaser of the 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. This provision applies only to Fixed Term Plans and the original purchaser of the Service Contract. WHAT IS NOT COVERED (EXCLUSIONS) – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. 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 items must be in place and in good operating condition on the effective date of coverage and become inoperative due to defects in materials or workmanship after the effective date of this Service Contract This Service Contract does not cover failures resulting from normal wear and tear.

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

**Maine:** 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. This provision applies only to Fixed Term Plans and the original purchaser of the Service Contract.

**Maryland:** 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. This provision applies only to Fixed Term Plans and the original purchaser of the Service Contract.

**Massachusetts:** 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. This provision applies only to Fixed Term Plans and the original purchaser of the Service Contract.

**Minnesota:** 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. This provision applies only to Fixed Term Plans and the original purchaser of the Service Contract.

**Missouri:** 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. This provision applies only to Fixed Term Plans and the original purchaser of the Service Contract.

**Nevada:** CANCELLATION is amended as follows: We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for nonpayment by You, fraud or material misrepresentation by You, or a substantial breach of duties by You relating to the covered property or its use if it occurred after the effective date of the Service Contract and it substantially and materially increase the service required under the Service Contract. 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. This provision applies only to Fixed Term Plans and the original purchaser of the Service Contract. **WHAT IS NOT COVERED (EXCLUSIONS)** – This Contract provides coverage that is excess over any other applicable coverage. Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract, or damages arising from such actions are excluded.

COVERAGE section, the last sentence of “NarwalCare Term” is amended as follows: **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.** HOW TO

FILE A CLAIM – the following is added: If You are not satisfied with the manner in which We are handling your claim, You may contact the Nevada Insurance Commissioner toll-free at (888)-872-3234.

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

**New Jersey:** The Product being offered is a Service Contract and is separate and distinct from any Product or service warranty which may be provided by the manufacturer, importer, or seller.

**New Mexico:** GUARANTY is amended to include: This Service Contract is insured by Wesco Insurance Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to Wesco Insurance Company at 866-505-4048,

WescoHelp@amtrustgroup.com, or 59 Maiden Lane, 43rd Floor, New York, NY 10038. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674. CANCELLATION is amended as follows: 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. This provision applies only to Fixed Term Plans and the original purchaser of the Service Contract.

We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for the following acts by the Contract Holder: Non-payment; discovery of fraud or material misrepresentation by the Contract Holder in obtaining the Service Contract or in presenting a claim; or discovery of either of the following if it occurred after the effective date of the Service Contract and substantially and materially increased the service required under the Service Contract: an act or omission; or a violation of any condition of the Service Contract.

**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. This provision applies only to Fixed Term Plans and the original purchaser of the Service Contract.

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

**Oklahoma:** The Service Warranty Association is Northcoast Warranty Services, Inc., Oklahoma Identification #44200963. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION, Item B. is deleted and replaced with the following: If You cancel this Plan after the first thirty (30) days or have made a Claim within the first thirty (30) days, return of the Provider fee shall be based upon ninety percent (90%) of the unearned pro-rata Provider fee less the actual cost of any service provided under the Plan. If We cancel this Service Contract, return of the Provider fee shall be based upon one hundred percent (100%) of unearned pro-rata Provider fee less the actual cost of any service provided under the Plan. WAITING PERIOD (if applicable) – A term equivalent to the waiting period will be added to the term of Your Plan.

**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 narwal.servify.com, emailing the Administrator at narwalcare@servify.com, or by calling (toll-free) 1-833-313-3331 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.

**South Carolina:** If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201

Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160. 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. This provision applies only to Fixed Term Plans and the original purchaser of the Service Contract.

**Texas:** The Administrator is Servify US Inc., Service Contract Administrator No. 276. If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. CANCELLATION section is amended as follows: You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract. If this Service Contract is cancelled within the first thirty (30) days, We will refund the entire Service Contract charge, less claims paid. If this Service Contract is cancelled after the first thirty (30) days, You will receive a pro-rata refund of the Service Contract price less claims paid. 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. This provision applies only to Fixed Term Plans and the original purchaser of the Service Contract.

GUARANTY is amended as follows: 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 cancelled.

**Utah:** Full payment will be received for the purchase price of this Service Contract at the time of purchase. The Provider/Obligor is Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, (866) 927-3097. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this 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, the contract holder is entitled to make a claim directly against the Insurance Company. CANCELLATION – Is amended as follows: We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of contractual duties by You relating to the covered property or its use. If We cancel this Service Contract for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Service Contract for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation. 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 [narwal.servify.com](http://narwal.servify.com), emailing the Administrator at [narwalcare@servify.com](mailto:narwalcare@servify.com), or by calling (toll-free) 1-833-313-3331 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.

**Virginia:** If any promise made in the Contract has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

**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 [narwal.servify.com](http://narwal.servify.com), emailing the Administrator at [narwalcare@servify.com](mailto:narwalcare@servify.com), or by calling (toll-free) 1-833-313-3331 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. 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 thirty (30) 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. This provision applies only to Fixed Term Plans and the original purchaser of the Service Contract.

**Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

CANCELLATION is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator.

If this Service Contract is cancelled within thirty (30) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us.

For Service Contracts cancelled subsequent to the period stated in the preceding paragraph or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid.

We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If

We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid.

If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered.

GUARANTY is deleted and replaced as follows: Our obligations under this Service Contract are insured under a Service Contract reimbursement insurance policy. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract purchase price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract.

**Wyoming:** 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. This provision applies only to Fixed Term Plans and the original purchaser of the Service Contract.