# Samsung Care+ After 60 Day Enrollment from Device Purchase

**We, the Administrator or the Seller from whom You purchased the Covered Product and this Plan, may make available additional products and services at a discount from time to time, for Your consideration.**

**Samsung Care+**

**THESE SERVICE CONTRACT TERMS AND CONDITIONS (THE "PLAN") ARE A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS DEFINED BELOW). THIS PLAN REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US OR THE ADMINISTRATOR THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, YOU MAY CANCEL THIS PLAN ACCORDING TO THE CANCELLATION PROVISIONS BELOW.** For more information on how to file a claim, please refer to the "How To Make a Claim" provision below.

**OBLIGOR:** The company obligated under this Plan in the District of Columbia and all states, except Florida, is Northcoast Warranty Services, Inc., who can be contacted at 800 Superior Ave E., 21st Floor, Cleveland, OH 44114, 866-927-3097. In Florida, the company obligated under this Plan is Technology Insurance Company, Inc., 800 Superior Ave. E., 21st Floor, Cleveland, OH 44114 (License No. 03605), 866-505-4048.

**AGREEMENT:** You agree to all the provisions of this Plan when You order and/or pay for it. You understand that if the Administrator attempts to process the Monthly Payment from the payment account You provided and Your Monthly Payment is declined, this Plan and coverage will be terminated at the end of the current Term. **We may change the monthly charge for the Plan, the Administration of 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 (email address) to Us and/or Samsung, You are authorizing Us to communicate with You electronically. Your continued use of the Plan and charges of Your Monthly Payment, after such notice, constitutes Your acceptance of the changes.

**DEFINITIONS:** Throughout this Plan, the following words have the following meanings:

1. **"We," "Us" And "Our"** mean the company obligated under this Plan, as referenced in the Obligor section;
2. **"Administrator"** means the party authorized by Us to administer the benefits to You in accordance with the terms and conditions of this Plan: Servify US, Inc.; 5608 17th Ave. NW, Seattle, WA 98107; 833-690-0918;
3. **"Seller"** means Samsung Electronics America, Inc. ("Samsung"), the Seller of the product and this Plan;
4. **"Covered Product", "Covered Device"** means the authorized Samsung Device that You purchased. Your Covered Device must be at minimum sixty-one (61) calendar days post purchase in order to qualify for the purchase of this plan, and no more than three hundred sixty-five (365) calendar days old. The purchased device is covered by this Plan on Your account with Samsung Electronics America, Inc. on the date the Breakdown occurs; and any Certified Device, for which We have on file with the Electronic Serial Number (ESN), Mobile Equipment Identification Number (MEID), or International Mobile Equipment Identity (IMEI) for CDMA devices and SIM card;
5. **"You" And "Your"** mean the individual who purchased the Covered Product and purchased this Plan;
6. **"Breakdown"** means the mechanical or electrical failure of the Covered Product, including the products' battery, caused by: (i) defects in materials and/or workmanship; (ii) power surge; (iii) dust, heat or humidity; (iv) normal wear and tear; or (v) Accidental Damage from Handling/ADH (unintentional and/or accidental damage from handling as a result of normal use);
7. **"Replacement Product"** means a NEW, OR REMANUFACTURED AND/OR REFURBISHED SAMSUNG PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED PRODUCT. Technological advances may result in a Replacement Product with a lower selling price than the original Covered Product;
8. **"Samsung"** means the original equipment manufacturer of Your Covered Product;
9. **"Date of Enrollment "** means the date Your Plan becomes effective, which shall be the date Your enrollment is successfully completed and accepted, provided it occurs between sixty-one (61) and three hundred sixty-five (365) days from the original product purchase date or shipment date;
10. **"Certified Device"** means the pre-owned Samsung product(s) which have undertaken the Device Quality Certification prior to enrollment described under the "DEVICE QUALITY CERTIFICATION" section;
11. **"Waiting Period"** means the period of time commencing on the Date of Enrollment and ending thirty (30) days

thereafter, during which time **Your Covered Product is not eligible for claims resulting from Breakdown or Accidental Damage From Handling (ADH), including any and all damage. All Covered Devices are subject to both Device Quality Certification and the applicable Waiting Period**;

12. **"Promotional Period"** means 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 sales receipt or order confirmation email for the Covered Product;
13. **"Monthly Payment"** means the monthly fee listed on Your sales receipt plus any applicable sales tax required for each month of coverage under Your Plan;
14. **"Term"** means each calendar month of coverage under this Plan for which a Monthly Payment amount has been paid by You and received by Administrator. The first Term begins on the Date of Enrollment and will be automatically renewed every calendar month until You cancel the Plan subscription, the Covered Product or Covered Device becomes ineligible for coverage under this Plan, or this Plan is terminated pursuant to the provisions of this Plan;
15. **"Plan"** means the specific "Coverage Plan" under this Service Contract that You have selected and is shown on Your Plan Confirmation.
16. **"Service Contract"** means this service contract terms and conditions document, which along with the sales receipt makes up Your entire agreement.

**INSTRUCTIONS:** This Plan, including the terms, conditions, limitations and exclusions, and Your sales receipt and/or order confirmation email for the Covered Product and this Plan, constitute the entire agreement between You and Us. Please keep this Plan and Your sales receipt or order confirmation email for future reference; You may need them to obtain service throughout the claims process. You must follow Samsung manufacturer's instructions for proper use, care and maintenance of the Covered Product. Failure to follow Samsung's maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. If applicable, it is important that You backup all data files on Your Covered Product prior to obtaining service; repairs to Your Covered Product may result in the deletion of such data files.

**WHAT IS COVERED:** This Plan covers replacement or the parts and labor costs to repair Your Covered Product, in the event it experiences a Breakdown that is not covered under any other insurance policy, warranty or other service contract. If We determine that We cannot service Your Covered Product as specified in this Plan, We may, at Our discretion: (i) replace it with a Replacement Product (new or refurbished); (ii) reimburse You for authorized repairs , or the authorized replacement of the Covered Product; or (iii) at Our discretion, issue You a gift card or check, for the original purchase price You paid for the Covered Product, excluding sales tax or any other associated cost or indirect costs of replacement, as indicated on Your sales receipt or order confirmation email. Non original parts may be used for repair of the Covered Product. If Breakdown occurs in the standard battery, in conjunction with the Breakdown of the Covered Product. We will also offer unlimited repair, or, at Our sole option and discretion, replace standard battery, should a diagnostic test performed by an authorized facility confirm the battery charging capacity is seventy-nine percent (79%) or less. **THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE THAT ANY REPLACEMENT PRODUCT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED.** Replacement Products will be NEW OR REFURBISHED, at Our sole discretion. Any device provided as the Replacement Product immediately becomes the Covered Product and is subject to the limitations as more fully explained under the Claim Limit section. You hereby assign to Us all rights and benefits of Samsung's warranty or other ancillary coverage relating to any Covered Product that We replace. NOTE: **You are responsible for backing up all software and personal data prior to commencement of any repairs. We are not responsible for any lost data, including but not limited to: documents, databases, messages, licenses, contacts, passwords, books/magazines, games, photos, videos, ringtones, music or other nonstandard software or data on Your Covered Product.** Coverage under this Plan also includes access to technical assistance and support for Your Covered Product(s) through 24/7 Expert Support during the Term of this Plan. Expert support can be accessed by visiting https://samsung.servify.tech/us or by calling 833-690-0918.

**COVERAGE BENEFITS BEGIN AFTER THE DEVICE HAS PASSED THE DEVICE QUALITY CERTIFICATION AND IS SUBJECT TO A**

# Samsung Care+ After 60 Day Enrollment from Device Purchase

**30 DAY WAITING PERIOD:**

1. Power surge protection.
2. Access to technical assistance and support for Your Covered Product(s) through 24/7 Expert Support during the Term of this Plan. 24/7 Expert support can be accessed by visiting https://samsung.servify.tech/us or by calling 833-690-0918
3. Breakdowns caused by ADH.
4. Unlimited battery testing and repairs, or at Our discretion, replacement, for qualified batteries that have seventy-nine percent (79%) or less charging capacity.
5. Shipping to Samsung for repair or replacement.

**TERM OF COVERAGE:** Coverage begins on the date You make Your first Monthly Payment for Your Plan and continues month to month until You or We cancel this Plan. This Plan is inclusive of Samsung's warranty; **it does not replace Samsung's warranty but provides You with benefits that supplement Samsung's warranty.** Samsung has authorized Us to assist You in connection with claims filed under the terms of Your product warranty. In the event You file a product warranty claim in which Your Covered Product has sustained Accidental Damage from Handling as a result of normal use, and ADH coverage is applicable to Your plan, We will transition Your claim from an in-warranty claim to a request for service under the terms of this Plan, and We will make arrangements for repair/replacement services as an ADH claim. In the event that claim and coverage type is changed after Samsung's warranty expires, the Plan provides certain additional benefits listed within the Plan's terms and conditions. Except for the coverage benefits outlined above, which begin on Your Date of Enrollment, all other Plan coverage becomes effective immediately following the expiration of Samsung's warranty. Plan coverage remains in effect throughout the duration of Your Term, unless cancelled pursuant to the provisions outlined below. In the event Your Covered Product is being serviced by an authorized service center when this Plan expires, the Term of this Plan will be extended until the covered repair has been completed.

**HOW TO MAKE A CLAIM:** If Your Covered Product or Covered Device experiences a Breakdown, You may go online to https://samsung.servify.tech/us, twenty-four (24) hours a day, seven (7) days a week, or You may call Servify's customer service twenty-four (24) hours a day, seven (7) days a week at 833-690-0918 to speak to an agent. All claims must be authorized in advance. **Unauthorized repairs or replacements may not be covered.** Depot, carry-in, or remote and/or traveling technician service may be available; the customer service agent or online claims portal will inform You of the type of service Your Covered Product qualifies for during the claim filing process. We will pay for the associated cost of shipping Your Covered Product to and from the authorized service center if depot service is required. We may require You to fill out a claim facilitation form or claim affidavit prior to receiving service or a replacement or reimbursement under this Plan. You may also be required to produce an active State or Federal issued photo I.D., other than a student or professional license or I.D., as a condition to receiving service or replacement or reimbursement under this Plan. You may also be required to provide photographs or video confirming damages, or other documentation to support Your claimed damages and ownership of the Covered Device. You must file Your claim within thirty (30) calendar days of a Breakdown. If You fail to file Your claim within thirty (30) calendar days, We may deny You coverage.

**CHARGES FOR THIS PLAN:** The cost of this Plan will be billed to You monthly until this Plan is non-renewed or cancelled as described below, in which case billing will cease. Each month during the Term of this Plan, You will be charged the Monthly Payment amount on the credit or debit card provided at the time of purchase. Your monthly Plan cost is shown on Your sales receipt or confirmation email. Applicable sales taxes, and regulatory surcharges and assessments, if any, may be added to Your monthly charges and are not included in the premium cost listed. Nonpayment by You will result in cancellation of the Plan as set forth below. **It is Your responsibility to maintain a valid credit and/or debit 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 service fees, non-return charges, non-covered claim charges, shipping and restocking charges, taxes, and regulatory surcharges and assessments, if any, may be added to Your bill or, at Our discretion, collected from You prior to providing a Replacement Product or before any other subsequent claims are honored.

# Samsung Care+ After 60 Day Enrollment from Device Purchase

**NO LEMON POLICY:** After three (3) service repairs have been completed on any single Covered Product under this Plan, and that Covered Product requires a fourth (4th) repair, as determined by Us, We will provide You with a Replacement Product, not to exceed the purchase price You paid for the Covered Product excluding sales tax, as indicated on Your sales receipt or order confirmation email, or, at Our discretion, provide You with a gift card or check for the cost of a Replacement Product not to exceed the purchase price You paid for the Covered Product, excluding sales tax, as indicated on Your sales receipt or order confirmation email. **Preventative maintenance checks, cleanings, Covered Product diagnosis and customer education are not considered repairs for the purposes of the No Lemon Policy. NOTE: The No Lemon Policy does not apply to: (i) repairs performed while the Covered Product is under Samsung's warranty; or (ii) Breakdowns caused by ADH.**

**CLAIM LIMIT:** Beginning on the date You enrolled, this Plan will cover an unlimited number of Breakdowns during the Term of this Plan, including an unlimited number of covered ADH service requests. For any single claim, the maximum amount We will spend, at Our discretion, to replace or repair the Covered Product is two-thousand five hundred dollars ($2,500.00) or the Manufacturer's Suggested Retail Price (MSRP) value of Your Covered Product, whichever is less.

**SERVICE FEE:** A non-refundable service fee, plus any applicable taxes, is due for each repair or replacement of the Covered Product provided under this Plan, as set forth in the schedule below. You agree to pay the non-refundable service fee, plus applicable sales taxes, to Us prior to the repair or replacement of Your Covered Product. The non-refundable service fee must be paid and received in advance of the service being provided for the Covered Product and may be paid through a valid credit and/or debit card. Should damages be found to Your Covered Device that are more applicable to a different coverage type, We, at Our discretion, reserve the right to change the claim and coverage type, and charge You the applicable service fee as shown in the schedule below. Should this claim type be changed, You will be notified of the change and the applicable service fee change. Should You opt on-site repair and cancel less than three (3) hours prior to the scheduled appointment We may at Our sole discretion, add an additional service fee of forty-five ($45) dollars. The following service fee(s) apply:

| Covered Product: | ADH Screen and Back Glass Repair: | ADH Replacement and Other Repair Service Fee: | All Other Breakdown: |
|---|---|---|---|
| Tier 1 | $0 .00 | $99.00 | $0.00 |
| Tier 2 | $0 .00 | $99.00 | $0.00 |
| Tier 3 | $0 .00 | $99.00 | $0.00 |
| Tier 4 | $0 .00 | $99.00 | $0.00 |

**RETURN OF ORIGINAL DEVICE AND NON-RETURN FEE:** Covered Products approved for replacement must be returned to Us, at Our expense, in the return mailer that was shipped to You within ten (10) calendar days of delivery of the replacement Covered Product to You. You must return the original (replaced) Covered Product as directed by Us and in accordance with the instructions included in the return mailer, including but not limited to unlocking the device, or You will be charged Covered Product a non-return fee of up to the MSRP or two-thousand five hundred dollars ($2,500), whichever is less. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE ORIGINAL (REPLACED) PRODUCT AS DIRECTED.**
**In the event You fail to return the original (replaced) Covered Product, or payment of the Covered Product non-return fee is unable to be processed, We may, at Our discretion, remotely disable certain features or functionalities on Your new replacement Covered Product until the original Covered Product is returned to the Administrator or payment of the non-return fee has been processed, at which point the disabled features or functionalities of Your replacement Covered Product will be restored to their original settings.**

**CHARGE FOR NON-COVERED CLAIMS:** If We ship You a replacement Covered Product, We will notify You in writing

within thirty (30) calendar days of the return of the original replaced Covered Product if We determine the returned Covered Product did not suffer a loss covered by the Plan. **In this event, You will be charged a non-covered claim fee up to the MSRP value of the device or two-thousand five hundred dollars ($2,500.00), whichever is more, unless You return the replacement Covered Product to the Administrator, in good working order, at Your cost of shipping within fifteen (15) business days of Our notification.** If You return the replacement Covered Product as required by this Plan, We will return to You Your original Covered Product.
**In the event You fail to return the replacement Covered Product, or payment of the non-covered claim fee is unable to be processed, We may remotely disable certain features or functionalities on Your new replacement Covered Product.** We will return Your original Covered Product to You once We receive delivery of the replacement Covered Product from You or the non-covered claim fee is paid.

**DEVICE QUALITY CERTIFICATION:** In order for Your product to be qualified as a Certified Device and Covered Product, **You must take the following action to certify that Your device is operational and free of physical and mechanical defects:**
You will receive a notification with instructions about the Device Quality Certification. The Device Quality Certification will require You to provide video evidence of no cosmetic damage on the device You are attempting to enroll, which may require a secondary device.
**If You fail to certify Your device in accordance with the Administrator's instructions, or Your device does not meet certifications standards within either three hundred and sixty five (365) days of device purchase or ten (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.**
All devices that have undergone Device Quality Certification will be subject to a thirty (30) day Waiting Period as defined above.

**TRANSFERABILITY:** This Plan is not transferable by You and may not be assigned by You.

**MANUFACTURER'S RESPONSIBILITIES: Parts and services covered during the manufacturer's warranty period are Samsung's responsibilities, and Administrator will assist in facilitating any warranty claims on Your behalf with Samsung during the Term of this Plan.**

**WHAT IS NOT COVERED: The Plan does not cover the following:**

**1> Incidental or consequential damages; 2> failures caused by acts of God, fire, flood, explosion, war, terrorism, strike, embargo, acts of the government, military authority, or the elements; 3> loss, theft, abuse, misuse, intentional damage, improper installation, or customer negligence; 4> pre-existing conditions occurring before the time it was established as the Covered Product; 5> changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to the Covered Product however caused, including, but not limited to: scratches and marring, that do not affect the mechanical or electrical function of the Covered Product. 6> Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation; and 7> any manufacturer recall or rework order on the Covered Product, of which Samsung is responsible for providing. 8> Replacements provided outside the fifty (50) States and District of Columbia for the United States of America.**

**Further, Covered Product does not include, and the Plan does not cover:**

**1> Contraband or property in the course of illegal transportation or trade; 2> Property in transit to You from anyone other than Us; 3> Battery chargers; 4> Any accessories, (except as otherwise provided with respect to standard batteries), upgrades, attachments or peripherals, including but not limited to: color face plates, personalized data, or customized software, such as personal information managers(PIMs), ring tones, games, or screen savers; 5> Unauthorized modifications, alterations, or repairs to any internal component/part of a Covered Product if performed by anyone other than a service center/technician authorized by the Administrator or Samsung; and 6> Covered Product that is missing any part or parts; and 7> any Breakdown to Your product during the Waiting Period; 8> 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.**

**RENEWAL:** This Plan may be renewed at Our discretion.

**CANCELLATION:** This Plan is provided on a month-to-month and may be cancelled by You at any time for any reason by notifying Samsung. You can cancel this Plan by emailing samsungmxcare@servify.tech or login into Your samsung.com account on www.samsung.com, click on "My Account," and then "My Subscriptions." You will then see Your active Samsung Care+ subscription and an option to cancel. In the event You cancel this Plan within thirty (30) days of receipt of this Plan, You will receive a full refund of any payments made by You under this Plan, including sales tax, less the cost of any claims that have been paid or repairs that have been made. In the event You cancel this Plan after thirty (30) days of receipt of this Plan, You will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less the cost of any claims that have been paid or repairs that have been made. 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, which notice will state the effective date and reason for cancellation. If You fail to pay any monthly charge due under this Plan, this Plan will be cancelled immediately without notice. If We or the Administrator cancel this Plan, You will receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price, less the cost of any claims which have been paid or repairs that have been made. For residents of AL, AR, CA, CO, DC, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI and WY and any other jurisdictions(s) required by law, any refund owed and not paid or credited within thirty (30) days of the cancellation effective date will include a ten percent (10%) penalty per month.

**INSURANCE SECURING THIS PLAN:** This Plan is not an insurance policy; however, We have obtained an insurance policy to insure Our performance under this Plan. Should We fail to pay any claim or fail to replace the Covered Product within sixty (60) days after the claim has been submitted, or in the event You cancel this Plan, and We fail to refund any unearned portion of the Plan 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.

**Limitation of Liability: IN THE EVENT OF ANY ERROR, OMISSION OR FAILURE BY US, THE ADMINISTRATOR OR SAMSUNG WITH RESPECT TO THE PLAN OR THE SERVICES PROVIDED BY US, THE ADMINISTRATOR OR SAMSUNG HEREUNDER, OURS, THE ADMINISTRATOR'S AND SAMSUNG'S RESPONSIBILITY AND LIABILITY WILL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PLAN (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PLAN). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF OUR, THE ADMINISTRATOR OR SAMSUNG'S PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES WILL WE, THE ADMINISTRATOR OR SAMSUNG BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF WE, THE ADMINISTRATOR OR SAMSUNG HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PLAN OR US OR THE ADMINISTRATOR OR SAMSUNG'S PERFORMANCE UNDER THE PLAN, OR UNDER ANY PROVISION OF THIS PLAN, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS PLAN, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN AND SERVICES TO BE PROVIDED HEREUNDER BY ADMINISTRATOR, WE AND SAMSUNG, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.**

**Waiver:** No waiver in whole or in part of any term or condition of this Plan will be construed as a continuing waiver of that term or condition or a waiver in whole or in part of any other term or condition. We may reduce or waive the claim service fee for the Covered Product. We will post the current claim service fee schedule at https://us.servify.tech/termsandconditions/samsung/samsung-b2c or by calling 833-690-0918.

**Force Majeure: We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, strike, embargo, acts of the government, military authority, or the elements, or other causes beyond Our control, and in such event, We may cancel this Plan immediately.**

**ARBITRATION OR SMALL CLAIMS COURT AGREEMENT:** Please read this section carefully. It affects Your rights. For the purposes of this arbitration or small claims court agreement (referred to as the "A.A") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and Administrator of this Plan (as defined above), and (2) the Seller (as defined above) and its wholly owned subsidiaries, agents, employees, successors and assigns. Most of Your concerns about

this Plan can be addressed simply by contacting Us at 866-371-9501. In the event We cannot resolve any dispute with You, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.

1. THIS A.A.:

a. Survives termination of this Plan.

b. It is governed by the Federal Arbitration Act.

c. Covers any dispute You have with Us concerning or related, directly or indirectly, to this Plan.

d. Does not prevent You from bringing an individual action against Us in small claims court instead of pursuing arbitration.

e. Does not prevent You from informing any government agency of Your dispute. They may be able to seek relief on Your behalf.

2. ARBITRATION PROCESS:

a. How to start arbitration.

• Send a written Notice of Claim by certified mail to the Legal Department, 5608 17th Ave. NW, Seattle, WA 98107.

• Describe the dispute and relief sought in the Notice.

• If the dispute is not resolved within 30 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org or 1-800-778-7879.

b. Arbitration will be conducted by the AAA following the Consumer Arbitration Rules ("Rules"). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.

c. Any hearing will take place in the county or parish of Your mailing address unless You and We agree to a different location.

3. FEES:

a. In most cases We will pay all filing, administration, and arbitrator fees. If the arbitrator finds that Your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.

b. We will reimburse You for a filing fee paid to the AAA. If You are unable to pay a filing fee, We will pay it if You send Us a written request.

4. ARBITRATION DECISION:

a. You and We agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.

b. If the arbitrator finds in Your favor and the damages awarded are greater than the last settlement We offered, We will do the following.

• We will pay You the greater of the damages or seven thousand five hundred dollars ($7,500).

• We will also pay Your reasonable attorney's fees and arbitration expenses. You may not recover duplicate awards of fees and expenses.

c. We waive any right We have to recover attorney's fees and expenses from You if We win the arbitration.

d. If You seek declaratory or injunctive relief, it can only be awarded as necessary to provide You relief.

YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE PROCEEDING. Unless You and We agree otherwise, the arbitrator may not consolidate Your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A. A. is null and void.

**STATE VARIATIONS:** The following state variations control if inconsistent with any other terms and conditions:

ARIZONA RESIDENTS: If Your written notice of cancellation is received prior to the expiration of the monthly term, We will not deduct the cost of any claims that have been paid or repairs that have been made from Your refund. What Is Not Covered: **We shall not provide coverage only for those specifically listed items in the "What Is Not Covered" section which occurred while owned by You.** The Arbitration Provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions; Consumer Protection Division at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, ATTN: Consumer Affairs. The fourth sentence of the Cancellation section is deleted and replaced with the following: "In the event You cancel this Plan after thirty (30) days of receipt of this Plan, You will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan." Item 5> of the second paragraph of the WHAT IS NOT COVERED section is deleted and replaced with the following: 5> Unauthorized modifications, alterations, or repairs, including the use of third-party parts not provided or certified by Samsung while owned by You.

**CALIFORNIA RESIDENTS: THE CANCELLATION SECTION IS AMENDED AS FOLLOWS: THIS PLAN MAY BE CANCELLED BY YOU AT ANY TIME FOR ANY REASON BY NOTIFYING SAMSUNG. YOU CAN CANCEL THIS PLAN BY EMAILING SAMSUNGMXCARE@SERVIFY.TECH OR LOGIN INTO YOUR SAMSUNG.COM ACCOUNT ON WWW.SAMSUNG.COM, CLICK ON "MY ACCOUNT," AND THEN "MY SUBSCRIPTIONS." YOU WILL THEN SEE YOUR ACTIVE SAMSUNG CARE+ SUBSCRIPTION AND AN OPTION TO CANCEL. IF THE PLAN IS CANCELLED BY YOU: (A) WITHIN SIXTY (60) DAYS OF THE RECEIPT OF THIS PLAN, YOU WILL RECEIVE A FULL REFUND OF THE MONTHLY PAYMENT PAID FOR THE PLAN, INCLUDING SALES TAX, LESS THE COST OF ANY CLAIMS THAT HAVE BEEN PAID OR REPAIRS THAT HAVE BEEN MADE, OR (B) AFTER SIXTY (60) DAYS, YOU WILL RECEIVE A PRO RATA REFUND, LESS THE COST OF ANY CLAIMS THAT HAVE BEEN MADE OR REPAIRS THAT HAVE BEEN MADE. THE ADMINISTRATOR CAN ONLY CANCEL THIS PLAN FOR ONE OR MORE OF THE FOLLOWING REASONS: (A) FOR FRAUD; (B) FOR A MATERIAL MISREPRESENTATION BY YOU TO US OR THE ADMINISTRATOR RELATING TO THE COVERED PRODUCT OR ITS USE; (C) OR FOR FAILURE TO PAY AN AMOUNT WHEN DUE. THE ADMINISTRATOR SHALL MAIL A WRITTEN NOTICE OF CANCELLATION TO YOU AT YOUR LAST KNOWN ADDRESS AT LEAST THIRTY (30) DAYS PRIOR TO THE CANCELLATION EFFECTIVE DATE. THE CANCELLATION NOTICE WILL STATE THE EFFECTIVE DATE OF THE CANCELLATION AND THE REASON FOR THE CANCELLATION. IF THE ADMINISTRATOR CANCELS THIS , WITHIN THE FIRST THIRTY (30) DAYS FROM THE ORIGINAL EFFECTIVE DATE, YOU WILL BE REFUNDED ONE HUNDRED PERCENT (100%) OF THE MONTHLY PAYMENT AMOUNT LESS THE AMOUNT OF ANY CLAIMS PAID OR PAYABLE. IF THE ADMINISTRATOR CANCELS THIS PLAN, AFTER THE FIRST THIRTY (30) DAYS FROM THE ORIGINAL EFFECTIVE DATE, YOU WILL BE REFUNDED THE PRO RATA MONTHLY PAYMENT AMOUNT LESS THE AMOUNT OF ANY CLAIMS PAID OR PAYABLE.**

CONNECTICUT RESIDENTS: In the event of a dispute with Us or the Administrator that cannot be resolved, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

DISTRICT OF COLUMBIA RESIDENTS: If the Administrator cancels this plan for any reason other than nonpayment of the Monthly Payment amount, a substantial breach of duties by You related to the Covered Product or its use, or a material misrepresentation by You, the Administrator shall mail a written notice of cancellation to You at Your last known address at least five (5) days prior to the cancellation effective date. The cancellation notice will state the effective date of the cancellation and the reason for the cancellation. If the Administrator cancels this plan, within the first thirty (30) days from the original effective date, and no claims have been made, You will be refunded one hundred percent (100%) of the Monthly Payment amount. If the Administrator cancels this plan, after the first thirty (30) days from the original effective date, or if You have initiated a claim, You will be refunded one hundred percent (100%) of the unearned pro rata Monthly Payment amount less the amount of any claims paid or payable.

FLORIDA RESIDENTS: This Service Contract is between the Provider, Technology Insurance Company, Inc. (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, Servify US Inc. or the Administrator, of Your cancellation request. In the event the Service Contract is canceled by You, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or

less the cost of repairs made on Your behalf. In the event the Service Contract is canceled by Us or the Administrator, 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. INSURANCE SECURING THIS PLAN is deleted in its entirety. The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation. Arbitration is non-binding in the State of Florida. Arbitration proceedings shall be conducted in the county in which the consumer resides.

GEORGIA RESIDENTS: We may only cancel this Plan before the end of its monthly Term on the grounds of fraud, material misrepresentation, or nonpayment. The fourth sentence in the Cancellation section is deleted and replaced with the following: In the event You cancel this Plan within thirty (30) days of receipt of this Plan, You will receive a full refund of the Monthly Payment made by You under this Plan, including sales tax, less the cost of any claims that have been paid or repairs that have been made. The fifth sentence in the Cancellation section is deleted and replaced with the following: "In the event You cancel this Plan after thirty (30) days of receipt of this Plan, You will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the Monthly Payment paid for the Plan, less the cost of any claims that have been paid or repairs that have been made. A 10% penalty per month shall be added to any refund that is not paid or credited within 45 days after receipt of the cancellation request. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to You or reasonably should have been known to You. As stated in the Arbitration Agreement provision of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement provision of this Plan does not preclude You from bringing issues to the attention of federal, state, or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf. You and We agree to waive the right to a trial by jury and waive the right to participate in class actions, class arbitrations or other similar proceedings. Nothing contained in the Arbitration provision will affect Your right to file a direct claim under the terms of this Plan against Wesco Insurance Company pursuant to O.C.G.A. 33-7-6.

HAWAII RESIDENTS: if the Administrator cancels this plan for any reason other than nonpayment of the monthly payment amount, a substantial breach of duties by You under the Plan related to the covered product or its use, or a material misrepresentation by You to Us or the Administrator, the Administrator shall mail a written notice of cancellation to You at Your last known address at least five (5) days prior to the cancellation effective date. The cancellation notice will state the effective date of the cancellation and the reason for the cancellation.

NEVADA RESIDENTS: If the Plan is cancelled, We will not deduct the cost of any claims that have been paid or repairs that have been made from Your refund. If this Plan has been in force for a period of seventy (70) days, We may only cancel before the expiration of the Plan Term due to the following reasons: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan; 2) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or 3) any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. If We fail to pay the cancellation refund as stated in the Cancellation provision, the penalty will be ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. Contact Us at 833-690-0918 with questions, concerns or complaints about this Plan. In the event You do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234. The following language is added to item 5> of the second paragraph of the What Is Not Covered section: "If the product is modified or altered without Our authorization, We will only provide applicable coverage that is not related to the unauthorized modification or altercation or any Breakdowns arising therefrom, unless such coverage is otherwise excluded by this Plan."

NEW HAMPSHIRE RESIDENTS: Contact Us at 866-371-9501 with questions, concerns, or complaints about the Plan. In the event You do not receive satisfaction under this Plan, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 1-603-271-2261. The

Arbitration Agreement provision of this Plan is subject to Revised Statutes Annotated 542. If the Plan is cancelled, We will not deduct the cost of any claims that have been paid or repairs that have been made from Your refund.

NEW MEXICO RESIDENTS: If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674. This Plan is insured by Wesco Insurance Company. If We fail 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 this Plan has been in force for a period of seventy (70) days, We may not cancel unless: (1) You fail to pay any amount due; (2) You are convicted of a crime which results in an increase in the service required under the Plan; (3) You engage in fraud or material misrepresentation in obtaining this Plan; (4) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Plan.

NORTH CAROLINA RESIDENTS: The purchase of this Plan is not required either to purchase or to obtain financing for the product. We may non-renew but may not cancel this Plan prior to the expiration of the monthly Term except for non-payment by You or for violation of any of the terms and conditions of this Plan. The fourth sentence in the Cancellation section is deleted and replaced with the following: In the event You cancel this Plan after thirty (30) days of receipt of this Plan, You will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the Monthly Payment paid for the Plan, and less the cost of any claims that have been paid or repairs that have been made.

OKLAHOMA RESIDENTS: Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. Oklahoma license number: 44200963. Arbitration is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

OREGON RESIDENTS: The Arbitration Agreement provision of this Plan is replaced with the following: "For the purpose of this Arbitration Agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and Administrator, as defined above ; and the Seller and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of Your concerns about the Plan can be addressed simply by contacting Us at 833-690-0918. In the event We cannot resolve any dispute, You and We may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings will be conducted within the state of Oregon."

SOUTH CAROLINA RESIDENTS: Contact Us at 833-690-0918 with questions, concerns or complaints about this Plan. In the event You do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or 1-800-768-3467.

TEXAS RESIDENTS: The Administrator is Servify US, Inc., Service Contract Administrator License No. 276. If You purchased this Plan in Texas, unresolved complaints concerning Us or questions concerning Our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone number (512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to Us. Our Texas license number is 651.

# Samsung Care+ After 60 Day Enrollment from Device Purchase

**UTAH RESIDENTS: NOTICE. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. The fifth sentence in the Cancellation section is deleted and replaced with the following: This Plan may be cancelled by Us or the Administrator prior to the expiration of the Term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying You in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying You in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications will state the effective date and reason for cancellation. 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. ARBITRATION OR SMALL CLAIMS COURT AGREEMENT is amended as follows: Any matter in dispute between you and the company may be subject to arbitration as an alternative to court action pursuant to the rules of (the american arbitration association or other recognized arbitrator), a copy of which is available on request from the company. Any decision reached by arbitration shall be binding upon both you and the company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgement in any court of proper jurisdiction.**

**WASHINGTON RESIDENTS: If We fail to act on Your claim, You may contact Wesco Insurance Company directly at 866-505-4048. You are not required to wait sixty (60) days before filing a claim directly with Wesco Insurance Company.**

**WISCONSIN RESIDENTS: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. We may only cancel this contract before the end of the agreed contract Term on the grounds of nonpayment, a material misrepresentation made by You to Us, or a substantial breach of duties by You relating to the product or its use. Notice of cancellation shall be sent at least 5 days prior to cancellation and shall state the effective date of the cancellation and the reason for cancellation. If You cancel this contract due to a total loss of the Covered Equipment that is not covered by this contract, We will not deduct an administrative fee from Your refund. The Arbitration Agreement provision of this contract is amended as follows: (1) The fifth and sixth sentences of the first paragraph are replaced with the following: "TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS"; and (2) subsection 1. (b) is deleted in its entirety.**

**WYOMING RESIDENTS: Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Us or Samsung, or a substantial breach of duties by You relating to the Samsung service or its use. The Arbitration Agreement provision of this Plan is replaced with the following: "If there are disputes between You and Us that are not resolved by negotiations, You and We may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings will be conducted within the state of Wyoming." For the purpose of this Arbitration Agreement, references to "we" and "us" include (1) the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) the dealer and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.**

**To obtain a large-type copy of the terms and conditions of this Plan, please go to https://us.servify.tech/termsandconditions/samsung/samsung-b2c.**

**Administered by:**
**Name: Servify US, Inc.**
**Address: 5608 17th Ave. NW, Seattle, WA 98107**