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:

- **"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 State Requirements section of this Contract.

- **"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; or (iii) Power Surge. Breakdown coverage begins after the expiration of Your manufacturer's warranty.

- **"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.

- **"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.

- **"Plan"**: the specific Coverage Plan Option under this Service Contract that You have selected and purchased, as indicated on Your Plan Confirmation.

- **"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.

- **"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).

- **"Power Surge":** damages to a Product resulting from an oversupply of voltage while properly connected to a power outlet or surge, **but not including damages resulting from the improper installation or improper connection of the Product to a power source**.

- **"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.

- **["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.]

- **"Seller":** entity selling the Covered Product and this Service Contract as shown on Your Purchase Confirmation. Please note that the Seller is not a party to this Service Contract and has no obligation to You under this Service Contract.

- **"Service Contract", "Contract"**: this terms and conditions document, which along with the Plan Confirmation makes up Your entire Service Contract. 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 terms and conditions of the Senix limited warranty, visit [https://senixtools.com/policies/refund-policy]].

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

- **"WAITING PERIOD": THE PERIOD OF TIME THAT MUST TRANSPIRE, STARTING FROM THE CONTRACT PURCHASE DATE, BEFORE A CLAIM MAY BE FILED UNDER THIS CONTRACT. IF APPLICABLE, THE WAITING PERIOD IS STATED WITHIN YOUR PLAN CONFIRMATION. ANY CLAIMS FILED PRIOR TO THIS WAITING PERIOD ARE CONSIDERED PRE-EXISTING CONDITIONS AND NOT COVERED BY THIS PLAN. A TERM EQUIVALENT TO THE WAITING PERIOD WILL BE ADDED TO THE TERM OF YOUR PLAN.**

- **"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 State Requirements section of this Contract.

- **"You", "Your", "Contract Holder":** the individual(s) named within the Plan Confirmation and the purchaser of this Service Contract.

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**. 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 center, 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 or determining when hardware service is required.

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:

- [SENIX Care Secure] Plan - Coverage is provided for Breakdown. This Plan option is only available for purchase within three hundred sixty-five (365) days (one (1) year) of Your Product purchase date, as shown on Your Product Purchase Receipt or first activation of Your Product.

- [SENIX Care Secure] Plan 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.

- [SENIX Care Secure] Plan 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.

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 failure resulting from physical damage is NOT covered under this Contract; Battery protection 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 are not considered to be Qualifying Services Repairs under this benefit.**

Section III. Deductible

[There is no deductible required for service under this Contract.]

[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 to the Administrator at the time the claim is approved.]

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: [senix.servify.com], by emailing the Administrator at [senixcare@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 SERVICER 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. Administrator may install Operating System ("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: In lieu of repairing Your Product, We, at Our sole discretion, may provide You with a replacement Product or a credit toward the purchase of a replacement product from Your Product's manufacturer. If We determine Your Product needs to be replaced, We will provide You with a replacement that is of equal or similar features and functionality that perform to the factory specifications of the original Product, subject to the applicable limits of liability. The replacement may be new, refurbished or remanufactured, and may differ in model or color from Your original Product. Due to technological advances, the replacement may have a lower selling price than the original covered Product. Any credit provided toward a replacement product purchase will be subject to Your remaining limit of liability. Once You have been provided with a replacement Product or credit, Our obligations under this Contract are fulfilled, and no further coverage will apply under Your Plan.

Section VI. What is not Covered (Exclusions)

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

A. A pre-existing condition known to You ("pre-existing condition" refers to a condition that within all reasonable probability, relates to the functional fitness of the Product before this Contract was purchased);
B. Any claim for service to or replacement of the Product that has not been prior authorized by the Administrator;
C. Any physical damage to the Product; any Breakdown caused by or resulting from physical damage, whether accidental or intentional, including but not limited to, drops, impacts, cracks, liquid exposure, and crushing.
D. Any injury or bodily harm sustained by You or any person operating Your Product, resulting from damage or failure to Your Product, whether or not such damage or failure is a covered Breakdown;
E. Any physical damage to any equipment or property caused by You resulting from Your operation of the Product, or from any damage or failure to Your Product – including collision or related impact damage to such equipment or property, whether or not such damage or failure is a covered Breakdown;
F. Servicing of the Product in association with a non-covered claim, and shipping or delivery charges associated with the initial purchase of the Product;
G. 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;

H. 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;
I. 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;
J. Theft or mysterious disappearance, loss (unforeseen disappearance) or vandalism of or to the Product;
K. Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;
L. Any upgrades, attachments, accessories or peripherals, or any failure or damage to these items;
M. 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;
N. Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;
O. Routine, periodic or preventative maintenance;
P. 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;
Q. 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;
R. 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;
S. 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);
T. Service or replacement outside of the United States of America, its territories, with the exception of the District of Columbia, or Canada; or
U. Any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

IMPORTANT: RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA, AND DATA RECOVERY SERVICES ARE EXPRESSLY EXCLUDED UNDER THIS SERVICE CONTRACT. WHEN AT ALL POSSIBLE, WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON

A REGULAR BASIS AND ESPECIALLY PRIOR TO SUBMITTING YOUR PRODUCT FOR SERVICING PURSUANT TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

Section VII. Your Responsibilities

PRODUCT PROTECTION: If protective items such as covers, carrying cases or pouches were provided or made available for use with Your Product, You should make every effort to utilize these accessories for protection against damage to Your Product. If You suspect damage or breakdown of Your Product, You should promptly take reasonable precautions in order to protect against further damage. ANY CLAIM DETERMINED TO BE AS A RESULT OF NEGLECT, NEGLIGENCE, 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 fulfilment of such maintenance, care and/or inspection services at time of Claim. ANY CLAIM RESULTING FROM THE LACK OF COMPLIANCE WITH THE PRODUCT MANUFACTURER'S WARRANTY AND/OR OWNER'S MANUAL WILL NOT BE COVERED UNDER THIS CONTRACT.

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.

Section IX. Plan Charges

The cost of this Plan will be billed to You in full.

[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. If You decide to cancel this Contract, You may do so by contacting the Administrator by e-mailing us at [senixcare@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 the amount of any claims paid or payable.

B. If You cancel this Contract after thirty (30) days from Your purchase or receipt of this Contract, 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, minus the amount of any claims paid or payable.

C. We may cancel this Contract for any of the following reasons: (a) fraud or material misrepresentation by You in obtaining this Contract or in the submission of a claim; (b) breach of any material term, condition, or obligation under this Contract, including but not limited to failure to comply with required procedures or eligibility requirements; or (c) fulfillment of this Contract, including but not limited to the provision of a replacement, payment of the maximum benefit, or exhaustion of all available coverage under this Contract. If We cancel this Service Contract for any reason, notice of cancellation will be sent to Your current address in Our file (email or physical address as applicable) at least thirty (30) days prior to the cancellation effective date., with the reason for cancellation as well as the effective of such cancellation.

Section XI. Transferability

If You wish to transfer coverage under this Service Contract to a different owner of the Covered Product, 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. **If We allow You to transfer this Contract to a new owner of the covered Product, please note that a transfer does not extend the Contract Term of coverage, reset or reinstate any claim limits, replacement limits, or benefit maximums,**

reset any applicable deductibles, or otherwise alter any terms, conditions, exclusions, or limitations, and the Contract shall continue in effect for the remainder of the original Term. This Contract is not eligible for transfer if it has been cancelled, expired, fulfilled, or if the covered Product has been replaced or deemed a total loss, or if any condition exists that would materially alter the risk originally assumed, and any attempted transfer beyond the one (1) permitted transfer shall be void..

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.

Section XIII. Guaranty

Our obligations under this Agreement are guaranteed by a service contract reimbursement insurance policy issued by Wesco Insurance Company (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions.

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 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 and the District of Columbia. (**NOTICE: all outlying U.S. territories, including but not limited to Puerto Rico, and all Canadian provinces/territories are expressly EXCLUDED**.)

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

(i) This Contract is not a policy of insurance; it is a 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: **Section IV. How to File a Claim is amended as follows:** If You need to file a claim under this Service Contract, You must contact the Administrator by using the Consumer Web Portal at [https://servify.tech], emailing the Administrator at [us_claims@servify.tech], or by calling (toll-free) [1-833-313-3331] 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**. Section X. Cancellation, Item A, is amended to add the following:** If this Service Contract is canceled by You within the first thirty (30) days and no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us or the Administrator. **Section X. Cancellation, Items A and B are amended to add the following:** Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

Arizona: **Section VI. What is not Covered (Exclusions) is amended to add the following:** We shall not provide coverage, only for those specifically listed items within this section, which occurred while owned by You. **Section X. Cancellation, Item C, is amended to add the following:** In no event will We cancel this Service Contract due to misrepresentation by Us, Our Administrator or the person selling the service contract on Our behalf or due to acts or omissions of the service company or its assignees or subcontractors for their failure to provide

correct information or their failure to perform the services or repairs provided in a timely, competent and workmanlike manner.

Arkansas: **Section IV. How to File a Claim is amended as follows**: If You need to file a claim under this Service Contract, You must contact the Administrator by using the Consumer Web Portal at [https://servify.tech], emailing the Administrator at [us_claims@servify.tech], or by calling (toll-free) [1-833-313-3331] 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. **Section X. Cancellation, Item A, is amended to add the following:** If this Service Contract is canceled by You within the first thirty (30) days and no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us or the Administrator.

California: **Section I. Definitions, "Administrator," "Servify", is amended to add the following:** License No. 87. **Section I. Definitions, "We", "Us", "Our", "Obligor", "Provider" is amended to add the following:** License No. SA-19178. **Section X. Cancellation, Item A, is amended as follows:** If You cancel this Contract within the first thirty (30) days from Your receipt of the Service Contract, and no claim has been made, You will receive a full refund of the Contract purchase price paid by You. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of this Service Contract to Us. **Section X. Cancellation, Item B, is amended as follows:** If You cancel this Contract after the first thirty (30) days, or if a claim has been made within the first thirty (30) days, You will receive a pro rata refund based on one-hundred percent (100%) of the Contract purchase price paid by You. In no event will the amount of any claims paid or payable be deducted from the amount of any refund due.

Colorado: Section X. Cancellation, Item A, is amended to add the following: If this Service Contract is canceled by You within the first thirty (30) days and no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us or the Administrator. **Section X. Cancellation, Item C, is amended to add the following:** If We cancel this Service Contract for a reason other than nonpayment of the purchase price, We shall refund You one hundred percent (100%) of the unearned pro rata purchase, less the amount of any claims paid or payable.

Connecticut: **Section X. Cancellation is amended to include the following:** You have the right to cancel this Service Contract if You return the Product or if the Product is sold, lost, stolen or destroyed. **Section XIV. General Terms is amended to add the following:** 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.

District of Columbia: Section X. Cancellation, Item A, is amended to add the following: If this Service Contract is canceled by You within the first thirty (30) days and no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us or the

Administrator. **Section X. Cancellation, Item C, is amended to add the following:** If We cancel this Service Contract for a reason other than nonpayment of the purchase price, We shall refund You one hundred percent (100%) of the unearned pro rata purchase, less the amount of any claims paid or payable.

Florida: **Section I. Definitions, "We", "Us", "Our", "Obligor", "Provider" is deleted in its entirety and replaced with following: "We", "Us", "Our", "Obligor", "Provider"** is the party or parties obligated to provide service under this Contract as the service contract provider, Technology Insurance Company, Inc. 800 Superior Ave. E., 21st Fl., Cleveland, OH 44114 (License No. 03605). **Section X. Cancellation, item C is amended as follows:** In the event the Service Contract is cancelled by the 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. **Section XIII. Guaranty is deleted in its entirety. Section XIV. General Terms is amended to add the following:** The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation.

Georgia: **Section I. Definitions, "We", "Us", "Our", "Obligor", "Provider" is amended to add the following:** [866-927-3097]. **Section VI. What is not Covered (Exclusions) is amended to add the following:** Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. **Section X. Cancellation, Item A, is amended to add the following:** If this Service Contract is canceled by You within the first thirty (30) days and no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us or the Administrator. **Section X. Cancellation, Item C is amended as follows:** The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. In the event We cancel this Service Contract, You shall be refunded one hundred percent (100%) of the unearned pro rata purchase less the amount of any claims paid. **Section XIII. Guaranty is amended to add the following:** If a covered claim is not paid, or if a refund is not provided, within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company.

Hawaii: Section X. Cancellation, Item A, is amended to add the following: If this Service Contract is canceled by You within the first thirty (30) days and no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us or the Administrator.

Illinois: **Section XIV. General Terms is amended to add the following:** 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.

Maine: Section X. Cancellation, Item A, is amended to add the following: In the event the Service Contact is cancelled within the first thirty (30) days and no Claim has been made, a refund of any sales tax required pursuant to state law will also be included within a cancellation refund. **Section X. Cancellation, Item C, is amended as follows:** If this Service Contract is cancelled by You or by Us, the Administrator will send you a written notice of cancellation to Your last known address in their system at least fifteen (15) days prior to the

date of cancellation. The notice will state the effective date and the reason for cancellation. If We cancel this Service Contract for any reason other than nonpayment, We will refund one hundred percent (100%) of the unearned pro rata provider fee less the amount of any Claims paid or payable. **Section XIII. Guaranty is amended to add the following:** If a covered claim is not paid, or if a refund is not provided, within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company.

Maryland: Section X. Cancellation, Item A, is amended to add the following: If this Service Contract is canceled by You within the first thirty (30) days and no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us or the Administrator.

Massachusetts: Section X. Cancellation, Item A, is amended to add the following: If this Service Contract is canceled by You within the first thirty (30) days and no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us or the Administrator.

Minnesota: Section X. Cancellation, Item A, is amended to add the following: If this Service Contract is canceled by You within the first thirty (30) days and no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us or the Administrator.

Missouri: Section X. Cancellation, Item A, is amended to add the following: If this Service Contract is canceled by You within the first thirty (30) days and no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us or the Administrator. **Section XIII. Guaranty is amended to add the following:** If a covered claim is not paid, or if a refund is not provided, within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company.

Nevada: **Section IV. How to File a Claim is amended to add the following**: 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. **Section VI. What is not Covered (Exclusions) is amended to add the following:** 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. **Section X. Cancellation, Items A and B, are deleted in their entirety and replaced with the following:** A. If You cancel this Contract within thirty (30) days of Your purchase or receipt of this Contract, whichever occurs later, and no claims have been filed, You will receive a one-hundred percent (100%) refund of the full Contract purchase price paid by You. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of this Service Contract to Us or the Administrator. B. If You cancel this Contract after thirty (30) days from Your purchase or receipt of this Contract, or if a claim has been paid at any time, 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. **Section X. Cancellation, Item C, 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 in obtaining the Contract or in presenting a claim, 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.

New Hampshire: **Section X. Cancellation is amended as follows:** In no event will the amount of any claims paid or a cancellation fee be deducted from any cancellation refund due to You. **Section XIV. General Terms is amended to add the following**: In the event of a dispute between You and the Provider, You may file a written complaint with the Provider which may be mailed to: Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21st Fl., Cleveland, OH 44114; Attention: Complaints. Written complaints must describe the dispute and include a copy of this Contract inclusive of any registration page or proof of purchase. In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317, (800) 852-3416.

New Jersey: Section I. Definitions, "We", "Us", "Our", "Obligor", "Provider" is amended to add [866-927-3097]. Section XIV. General Terms is amended to add the following: **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. Section X. Cancellation, Item A, is amended to add the following:** If this Service Contract is canceled by You within the first thirty (30) days and no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us or the Administrator.

New Mexico: **Section I. Definitions, "We", "Us", "Our", "Obligor", "Provider" is amended to add the following:** [866-927-3097]. **Section XIII. Guaranty is amended to include the following:** The Insurance Company may also be contacted via email at srcompliance@amtrustgroup.com. **Section IV. How to File a Claim is amended to add the following**: If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674. **Section X. Cancellation, Item A, is amended to add the following:** If this Service Contract is canceled by You within the first thirty (30) days and no claims have been filed, a ten percent (10%) penalty for each thirty (30) day period or portion thereof shall be added to a refund that is not paid or credited within sixty (60) days after return of this Service Contract to Us or the Administrator. **Section X. Cancellation, Item C, 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.

New York: Section X. Cancellation, Item A, is amended to add the following: If this Service Contract is canceled by You within the first thirty (30) days and no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of this Service Contract to Us or the Administrator.

North Carolina: **Section X. Cancellation, Item C, 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.

Ohio: Section XIII. Guaranty is amended to add the following: If a covered claim is not paid, or if a refund is not provided, within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company.

Oklahoma: **Section I. Definitions, "We", "Us", "Our", "Obligor", "Provider" is amended to add the following**: License #44200963. **Section X. Cancellation is deleted in its entirety and is replaced with the following**: You may cancel Your Contract at any time for any reason. If You decide to cancel this Contract, You may do so by contacting the Administrator by e-mailing us at [us_support@servify.tech], or by calling [toll-free 1-833-313-3331]. If You cancel this Contract within the first thirty (30) days of Your purchase or receipt of this Contract, whichever occurs later, and no claim has been made, one-hundred percent (100%) of the full Contract purchase price paid will be refunded. If You cancel this Contract after thirty (30) days from Your purchase or receipt of this Contract, You will be refunded one hundred percent (100%) of the unearned pro-rata provider fee, minus the amount of any claims paid or payable. We may cancel this Contract for any of the following reasons: (a) fraud or material misrepresentation by You in obtaining this Contract or in the submission of a claim; (b) breach of any material term, condition, or obligation under this Contract, including but not limited to failure to comply with required procedures or eligibility requirements; or (c) fulfillment of this Contract, including but not limited to the provision of a replacement, payment of the maximum benefit, or exhaustion of all available coverage under this Contract. If We cancel this Service Contract for any reason, notice of cancellation will be sent to Your current address in Our file (email or physical address as applicable) at least thirty (30) days prior to the cancellation effective date., with the reason for cancellation as well as the effective of such cancellation. If We cancel this Service Contract You will be refunded one hundred percent(100%) of the unearned pro rata provider fee less the amount of any claims paid. **Section XIV. General Terms is amended to add the following:** Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oregon: **Section I. Definitions, "We", "Us", "Our", "Obligor", "Provider" is amended to add the following:** [(866) 927-3097]. **Section IV. How to File a Claim is amended as follows:** If You need to file a claim under this Service Contract, You must contact the Administrator by using the Consumer Web Portal at [https://servify.tech], emailing the Administrator at [us_claims@servify.tech], or by calling (toll-free) [1-833-313-3331] 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: **Section X. Cancellation, Item A, is amended to add the following:** If this Service Contract is canceled by You within the first thirty (30) days and no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us or the Administrator. **Section XIV. General Terms is amended to add the following:** 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 or by phone at (800) 768-3467.

Texas: **Section I. Definitions, "Administrator", "Servify" is amended to add the following**: Administrator No. 276. **Section X. Cancellation, Items A & B, are amended to add the following:** If this Service Contract is canceled by You, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us or the Administrator. **Section X. Cancellation, Item C, is amended to add the following:** If We cancel this Service Contract You will be entitled to a prorated refund of the purchase price of the Contract reflecting the remaining term of the contract, based on time, less the amount of any claims paid or payable under the Contract. **Section XIII. Guaranty is amended as follows:** If a refund is not provided within forty-five (45) days, You may file a claim directly with the Insurance Company. **Section XIV. General Terms is amended to add the following:** 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.

Utah: **Section I. Definitions, "We", "Us", "Our", "Obligor", "Provider" is amended to add the following:** (866) 927-3097. **Section IV. How to File a Claim is amended as follows:** If You need to file a claim under this Service Contract, You must contact the Administrator by using the Consumer Web Portal at [https://servify.tech], emailing the Administrator at [us_claims@servify.tech], or by calling (toll-free) [1-833-313-3331] 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. PLEASE 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. **Section X. Cancellation, Item C, is amended to add the following:** Within the first sixty (60) days from the Effective Date, We may cancel this Agreement for any reason. If We cancel this Agreement within the first sixty (60) days, We shall mail a written notice of cancellation to You at Your last known address at least ten (10) days prior to the cancellation effective date and You will be refunded one hundred percent of the Agreement Purchase Price minus the amount of any claims paid or payable. After the first sixty (60) days, We may only cancel this Agreement for: (a) Your material misrepresentation; (b) substantial change(s) in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement; (c) substantial breaches of Your contractual duties, conditions, or warranties; or (d) nonpayment of the Agreement Purchase Price. If We cancel for (a) or (b) or (c), We 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 and You will receive a pro-rata refund minus the amount of any claims paid or payable. If We cancel for (d), We shall mail a written notice of cancellation to You at Your last known address at least ten (10) days prior to the cancellation effective date and no refund will be provided to You. **Section XIII. Guaranty is amended as follows:** If any claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. **XIV. General Terms is amended to add the following:** Full payment will be received for the purchase price of this Service Contract at

the time of purchase. 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.

Vermont: Section IV. How to File a Claim is amended as follows: If You need to file a claim under this Service Contract, You must contact the Administrator by using the Consumer Web Portal at [https://servify.tech], emailing the Administrator at [us_claims@servify.tech], or by calling (toll-free) [1-833-313-3331] 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.

Virginia: Section XIV. General Terms is amended as follows: 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 to file a complaint.

Washington: **Section IV. How to File a Claim is amended as follows:** If You need to file a claim under this Service Contract, You must contact the Administrator by using the Consumer Web Portal at [https://servify.tech], emailing the Administrator at [us_claims@servify.tech], or by calling (toll-free) [1-833-313-3331] 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. **Section X. Cancellation, Items A and B are amended to add the following:** If this Service Contract is cancelled by You, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of this Service Contract to Us. If You 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. **Section X. Cancellation, Item C, is amended to add the following:** 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. **Section XIII. Guaranty is deleted in its entirety and replaced with the following:** Our obligations under this Contract are guaranteed by a service contract reimbursement insurance policy issued by Wesco Insurance Company (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. You may file a claim directly with the Insurance Company for any payment or performance due. Please call 1-866-505-4048 for instructions**.**

Wisconsin: Section X. Cancellation, Item A is deleted and replaced with the following: If this Service Contract is cancelled within thirty (30) days of the date of purchase and no Claims have been made, You will be refunded 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. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us or the Administrator. **Section X. Cancellation, Item B is deleted and replaced with the following:** If You cancel this Contract after thirty (30) days from Your purchase or receipt of this Contract, or if a claim has been made at any time,, You will be

refunded one hundred percent (100%) of the unearned pro rata provider fee, less the amount of any claims paid or payable. **Section X. Cancellation is amended to add the following:** 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 the amount of any claims paid or payable. **Section X. Cancellation, item C, is amended as follows:** 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. **Section XIII. Guaranty is deleted in its entirety and replaced with the following:** Our obligations under this Agreement are guaranteed by a service contract reimbursement insurance policy issued by Wesco Insurance Company (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If the provider does not provide, or reimburse or pay for, a service that is covered under this Agreement within sixty (60) days after You provide proof of loss, or if the provider becomes insolvent or otherwise financially impaired, You may file a claim directly with Insurance Company for reimbursement, payment, or provision of the service. Please call 1-866-505-4048 for instructions. **Section XIV. General Terms is amended to add the following: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

Wyoming: Section X. Cancellation, Item A, is amended to add the following: If this Service Contract is canceled by You within the first thirty (30) days and no claims have been filed, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us or the Administrator.