Administrator: Likewize Device Protection, LLC

1900 W. Kirkwood Blvd, Suite 1600-C

Southlake, TX. 76092

(877) 680-0272

Protect.likewize.com/newegg

ELECTRONICS EXTENDED SERVICE AGREEMENT

1. Introduction. Please read this Electronics Extended Service Agreement ("Agreement") carefully, as it describes the protection You will receive in return for Your payment of the Agreement Price of this Agreement. You must keep this Agreement, Your sales invoice, and receipt for the product You purchased; they are integral parts of this Agreement and You will be required to produce them in order to obtain service. You must maintain the Covered Product(s) as recommended by the manufacturer's owner manual and warranty. Refer to Your Confirmation Email from Your purchase of this Agreement, Your sales receipt, or invoice to determine the term of this Agreement, the type of plan You purchased, Cand if there is a deductible required to obtain service under this Agreement. This Agreement is not a Contract of Insurance.

NOTICE: (1) THIS **AGREEMENT** DOES NOT REPLACE THE MANUFACTURER'S WARRANTY FOR THE **COVERED PRODUCT**(S); (2) THIS AGREEMET IS NOT AN INSURANCE POLICY; and (3) THE PURCHASE OF THIS **AGREEMENT** IS NOT REQUIRED TO EITHER PURCHASE **YOUR** PRODUCT OR TO OBTAIN FINANCING FOR IT.

2. **DEFINITIONS**:

- a. <u>"Accidental Damage Due to Handling"</u> or <u>"ADH"</u>: Any single, unexpected, sudden and accident damage including damage, accident destruction that is externally visible which prevents the correct operation of the **Covered Product** that occurs in the normal use of handling and does not include accumulated damage from continual or multiple events.
- b. "Administrator": Likewize Device Protection, LLC, 1900 Kirkwood Blvd, Suite 1600C, Southlake, TX 76092, (877) 680-0272.
- c. "Agreement Price": means the total price that You paid for this Agreement, as listed on Your Order Confirmation.
- d. "Confirmation Email": The email You received confirming Your purchase of this Agreement.
- e. "Covered Product": The covered item(s) that You purchased concurrently or previously with the Seller and is covered by this Agreement.
- f. "Obligor", "We", "Us" and "Our": Unless stated otherwise, the company obligated under this Agreement is Likewize Device Protection, LLC ("Likewize"), and You may contact Likewize by mail at 1900 W. Kirkwood Blvd. STE 1600C, Southlake, TX 76092 or by phone at (877) 680-0272.
- g. "Seller": The entity selling the Covered Product and/or this Agreement.
- h. "Term": "Term" has the meaning ascribed to it in Section 4 of this Agreement.
- i. <u>"You" and "Your"</u>: The original purchaser of the **Covered Product** or the owner of the product whom the service **Agreement** was validly transferred pursuant to the requirements of this **Agreement**.
- 3. <u>Eligibility:</u> The **Covered Product** must be in good working order as of the Purchase Date in order to be eligible for coverage. **You** must be current on the **Agreement Price** and any applicable deductible payments in order to receive coverage. The following products are eligible for coverage:
 - a. Electronics, electronic products including, but not limited to, televisions, cell phones, tablets, laptops, computers, audio equipment, surveillance systems, global positioning satellites (GPS), video game consoles, film and digital cameras, digital picture frames, drones, BLU-RAY players, home theater systems, printers, projectors, telephones, electronic fitness equipment, electric vehicle chargers, solar panels, inverters and batteries, solar panel power supply walls or junction boxes, and video cameras.

- b. **Appliances,** including, but not limited to, refrigerators, microwaves, dishwashers, clothes dryers and washers, hot water heaters, humidifiers, ranges, stoves, ovens, cooktops, freezers, combination units, countertop appliances such as coffee makers, toaster ovens, air fryers, mixers, blenders and the like, and outdoor cooking such as grills and smokers.
- c. **Furniture**, including, but not limited to, fabric furniture, such as, leather, vinyl, suede, and nubuck furniture; area rugs; mattresses (including innerspring, memory foam and combination mattresses); adjustable beds; desks; office chairs; hard-surface furniture including wood furniture and mirrors; dining-room and bedroom furniture sold as sets; outdoor furniture products; and cabinets for kitchens and bathrooms.
- d. **Jewelry and Eyewear**, including, but not limited to, rings, necklaces, earrings, bracelets, watches, sunglasses, frames, and lenses.
- e. **Lawn and Garden and Power Tools**, including, but not limited to, lawnmowers, tractors, power generators, drills, saws, nail guns, pressure washers, edgers or weed eaters, chainsaws, leaf blowers, hedge trimmers, and metal detectors.
- f. **Fitness Equipment**, including, but not limited to, camping and sporting goods, climbers, steppers, exercise bikes, Ebikes, ellipticals, lifecycles, rowing machines, and treadmills.
- 4. <u>Term.</u> This **Agreement** begins on the date this **Agreement** was purchased for the **Covered Product** or on the date **Your Covered Product** was delivered or installed, whichever is later ("Effective Date"). Should the **Covered Product** be subject to a manufacturers warranty period, certain benefits provided by this **Agreement** will be the sole responsibility of the manufacturer. This **Agreement** will continue for the period indicated on the **Confirmation Email** sent to **You** or **Your** sales invoice or receipt, unless cancelled earlier in accordance with the terms of this **Agreement** (the "**Term**").

The **Agreement** benefits are available beginning on **Your Agreement** Effective Date and will continue for the length of time as indicated on **Your Confirmation Email**.

Your coverage Effective Date, Coverage Type, Term, Agreement Price, and other coverage specifics are listed on Your Confirmation Email.

- 5. <u>Coverage:</u> Subject to this **Agreement**'s limitations and exclusions, and in accordance with the coverage **You** have selected as indicated on **Your Confirmation Email**, **We** will provide the below described coverage for a **Covered Product**:
 - a. Repair or Replacement: We will provide the parts and labor necessary to repair or replace, at Our discretion, the Covered Product, when required hereunder, as a result of failures due to a mechanical or electrical breakdowns including those experienced due to normal wear and tear and power surges (in the absence of insurance coverage). Parts for the Covered Product may be replaced, at Our discretion, with new, used, or remanufactured parts of like kind and quality. If the Covered Product cannot be repaired or if the cost of its repair exceeds the Covered Product's original purchase price the Covered Product will be replaced as determined by Us with a product of like kind or similar features with a value up to the purchase price of the Covered Product, including shipping if required, but excluding sales tax, and handling costs which are not covered by this Agreement and are Your responsibility. In all cases requiring repairs or replacements, We will attempt to source the most energy efficient models or parts. Any replacement product provided to You as a result of a claim being made under the terms of this Agreement will require the purchase of a new Agreement to receive coverage for the replacement product. Failure must be reported within thirty (30) days of the initial failure to be eligible for coverage.
 - b. <u>Accidental Damage From Handling ("ADH")</u>: If purchased, the <u>Covered Product</u> is protected against Accidental Damage in handling such as drops and liquid spills. Immersion of <u>Your Covered Product</u> is not covered under this <u>Agreement</u>. ADH only covers operational or mechanical failure caused by a single incident while handling and does not include protection against theft, mysterious disappearance, misplacement, viruses or reckless, abusive, willful or intentional misconduct associated with handling and/or use of the <u>Covered Product</u>, cosmetic damage and/or other damage that does not affect the unit's functionality, damage caused during shipment between <u>You</u> and <u>Our</u> service providers, and any other limitations listed in the "<u>General Exclusions What is Not Covered</u>" section of this <u>Agreement</u>. For the purpose of this <u>Agreement</u>. The use of this coverage requires an explanation of where and when the Accidental Damage occurred as well as a detailed description of the actual event. If needed, the replacement value of the <u>Covered Product</u> will be solely determined by the <u>Administrator</u> of this <u>Agreement</u>.

- c. <u>Power Surge Protection</u>: This <u>Agreement</u> provides power surge protection from the product date of purchase of the <u>Covered Product</u> in the absence of insurance coverage. If the <u>Covered Product</u> is damaged as a result of a power surge, <u>We</u> will replace the <u>Covered Product</u> in accordance with the terms herein. <u>You</u> may be required to submit proof of claim denial from <u>Your</u> insurer, if applicable.
- d. <u>Commercial Coverage:</u> For residential and commercial grade products used in a Commercial setting/environment (i.e., for any use other than in a residential single-family setting), a Commercial Plan is required. If purchased, this Agreement covers replacement parts and labor necessary to repair the Covered Product that is used in a Commercial setting in those cases where the manufacturer's warranty is null and void. Coverage under this Agreement will begin from the date of purchase and continue for the period of time stated on the Confirmation Email for this Agreement, Your sales receipt or invoice; provided however, for selected products that are manufactured specifically for commercial use and include a manufacturer's warranty, coverage begins upon expiration of the shortest portion of the manufacturers or Seller's parts and/or labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. Note: Special Features, Benefits, or Optional Plans and Major Component coverage for appliance service Agreements, are not available for products under the Commercial Plan.
- 6. <u>Limit Of Liability</u>: Our limit of liability for the Covered Product under this Agreement is the cost of authorized repairs to and/or replacement of the Covered Product as determined by Us, with a product of like kind or similar quality and features. DELIVERY FEES, BREAKDOWN CHARGES, INSPECTION FEES, INSTALLATION FEES, OR ESTIMATE CHARGES FOR REPAIRS THAT ARE NOT COVERED UNDER THIS AGREEMENT ARE YOUR RESPONSIBILITY.
- 7. No Lemon Policy: This Agreement provides that following the expiration of the Term of the Covered Product's manufacturer's warranty, and subject to Our limit of liability, after three (3) service repairs have been completed for the Covered Product for the same problem within a 12 month period, as determined by Us, in lieu of performing a fourth (4th) repair on the Covered Product, We may replace it with a product of like kind or similar features, or issue payment or store credit to You in an amount not to exceed the remaining limit of liability as determined in accordance with the section titled "Limit of Liability." If We replace the Covered Product or issue a cash settlement of any kind, including a store credit, all of Our obligations for the Covered Product under this Agreement terminate and will be considered fulfilled.
- 8. How To Request Service: To request service for the Covered Product, contact the Administrator toll-free at (877) 680-0272 or go online to protect.likewize.com/newegg. All repairs must be authorized by the Administrator prior to service being completed. Claims for unauthorized repairs will be denied. You may be asked for a credit card number prior to service being performed. You must pay any applicable deductible prior to obtaining Service. Please check Your Confirmation Email to determine if You have a deductible. If You refuse service on a Covered Product after We have dispatched the authorized technician to Your location, You will be billed for that servicer's applicable trip charge. If You refuse service on a Covered Product, We are no longer responsible for any costs associated with the repair or replacement of Your Covered Product and may choose to refund You the prorated cost of this Agreement. If the cost of this Agreement is refunded at full cost or at a prorated cost, this Agreement will be considered fulfilled and no further action to repair or replace Your Covered Product will be considered.
- 9. Service Deliverables: You will receive service on the Covered Product as described below at Our discretion:
 - a. <u>Carry-In:</u> Unless otherwise provided in this **Agreement**, the **Covered Product** must be shipped or delivered and retrieved by **You** at **Our** designated authorized service center during normal business hours.
 - b. In-Home/On-Site: Service will be performed in Your home or on-site as indicated on the Confirmation Email for this Agreement, or on Your sales receipt or invoice, provided You have fulfilled the following requirements: (1) provide Our authorized technician with accessibility to the Covered Product; (2) provide a non-threatening and safe environment for Our authorized technician; and (3) an adult over the age of 18 must be present for the period of time Our authorized technician is scheduled to provide service and while Our authorized technician is on Your property servicing the Covered Product. In-home or on-site service will be provided by Our authorized service provider during regular business hours, local time, Monday through Friday, except holidays. Our authorized service center may opt to remove the Covered Product to perform service in-shop. The Covered Product will be returned upon completion. Additional time and mileage charges for in-home or on-site repairs outside of twenty-five (25) contiguous land miles or the normal service radius of Our authorized service center are not covered by this Agreement and are Your responsibility. If an authorized service provider is unavailable in Your area, You may be responsible for locating a service provider and facilitating the service for Your Covered Product, governed by the terms in section "Customer Reimbursement."
 - c. <u>Depot Service</u>: If depot service is included with Your Agreement, We will provide two-way shipping to and from a

depot service center of Our choice.

10. <u>Customer Service Reimbursement:</u> To qualify for Customer Service Reimbursement, You will be required to submit proof of payment for services rendered on Your Covered Product as outlined in the section labeled, "YOUR RESONSIBILITIES-SERVICE REIMBURSEMENT". Failure to produce proof of payment for service may cause Your claim to be denied. To file a service reimbursement claim: You must go to protect.likewize.com/newegg or call Us at (877) 680-0272, before contacting a service provider in Your area. You must contact a manufacturer authorized service provider in Your area or obtain permission from Us before contacting a non-authorized service provider. We are not responsible for delay in service or use of the Covered Product while the Covered Product is being repaired, replaced, evaluated, or diagnosed unless otherwise stated in this Agreement.

11. Your Responsibilities - Service Reimbursement:

In order to receive service reimbursement, You will need to:

- a. Locate an authorized service provider in Your area and notify Us prior to scheduling a diagnosis visit.
- b. Contact the Administrator once the product has been diagnosed to provide the detailed repair estimate including all trip charges, diagnosis fees, labor costs and part costs with part numbers for the parts required to complete the repair. You will be provided with an approval code if a repair is required due to a covered failure. Once the repair has been completed, You must pay the service provider and email Us a copy of the completed and paid repair invoice. The invoice must include: the make, model and serial number of the Covered Product, the reason for repair, the cause of loss, an itemized list of parts and labor charges with part numbers, proof of payment and Your name, address and phone number. We will reimburse within two (2) weeks of receipt of the paid invoice with the required information At the Administrator's discretion, reimbursements may be in the form of a check, ACH payment, prepaid debit/credit cards, gift card, or an electronic payment

12. General Exclusions – What is Not Covered

The following is applicable to all Agreements:

- (A) The Agreement applies only to the operation or use of the Covered Product under conditions for which it was designed, and does not cover loss or damage resulting from external causes such as dropping the Product (unless You purchased Accidental Damage From Handling), collision with an object, burglary, theft, vandalism, environmental conditions, fire, flooding, corrosion, sand, dirt, windstorm, hail, earthquake, riot, exposure to weather conditions, misuse, abuse, neglect, Accidental Damage, insect infestations, terrorist attacks, liquid spills (unless You purchased Accidental Damage From Handling), condensation, leaking product battery (or any other leaking substance within the product) or improper use of any electrical power source. Damage incurred during transportation, or any other unforeseen circumstance(s) or event(s) originating from outside the product is not covered.
- (B) The Obligor is not obligated to repair or replace cosmetic or structural items; damage, warping or rusting of any kind to the housing, case or frame of the Product or any non-operating part, including plastic, or decorative parts; or parts normally designated to be replaced periodically by You or consumed during the life of the Product (i.e., batteries, light bulbs, plasma refills, etc).
- (C) The Agreement does not cover preventative maintenance.
- (D) Products with removed or altered serial numbers are not covered.
- (E) If Your Product experiences a defect or damage that is excluded from coverage under this section or in the event that no covered defect or damage is found, then You are responsible for all repair costs, parts, and the cost of service, if any.
- (F) Any product used in a commercial setting unless You purchased Commercial Coverage.
- (G) This Agreement does not cover any and all pre-existing conditions known by You that occur prior to the Effective Date of this Agreement and/or product sold "as is", including but not limited to floor models and demonstration models, etc.
- (H) This Agreement does not cover parts or repairs due to normal aging, or wear and tear, unless otherwise specified or unless tied to a failure, and items normally designed to be periodically replaced by You during the life of the product, including but not limited to batteries, light bulbs, etc.
- (I) This Agreement does not cover damage from abuse, misuse, mishandling, introduction of foreign objects into the Covered Product, unauthorized modifications, alterations or repairs to a Covered Product.
- (J) Any other act or result not described as covered by this Agreement.

For electronics (in addition to the items above):

- (K) This Agreement does not provide for any expansion of the channel or frequency range capabilities of Your Covered Product, nor does it provide for cable television adjustments, hookups, or audio-video system installation.
- (L) In no event shall the Obligor be liable for consequential damages including but not limited to any delay in rendering service under the Agreement, availability of repair or replacement parts, loss or corruption of data, damage due to computer viruses, or loss of use during the period that the Product is at a repair center or otherwise awaiting parts.
- (M) The Obligor is not responsible for restoring software and/or operating systems to Your Product. In order for the Agreement to be valid You, the purchaser, must perform or have a qualified party perform any and all preventive maintenance recommended by the manufacturer to keep the Covered Product in normal operating condition.
- (N) The Agreement does not cover: the costs of separately purchased cables, connectors, or other accessories; unauthorized repairs or modifications; improper installation of components or peripherals; losses on any component that has never been covered by an original manufacturer's warranty; Product repairs which should be covered by a manufacturer's warranty regardless of whether the manufacturer honors such warranty; or any other damage to recording media including CD's or DVD's; batteries; lightbulbs.
- (O) The Obligor is not obligated to repair or replace damage related to a screen burn, image burn-in, ghost image or other related permanent discoloration of areas on the display or any other type of display damage.
- (P) This Agreement does not cover product repairs that should be covered by the manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs.
- (Q) This Agreement does not cover loss or damage caused by invasion; rebellion; riot; strike; labor disturbance; lockout; or civil commotion.
- (R) This Agreement does not cover any antennae or antennae system; any expansion of the channel or frequency range capabilities of the Covered Product; circuit adjustments required to receive any particular station; service or adjustments due to changes in external power supply; power connectors and connections; reception or normal signal
- (S) This Agreement does not cover speakers (except surround-sound home theater) and remote controls.
- (T) This Agreement does not cover any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation.
- (U) This Agreement does not cover application programs; operating software; other software; loss of data or restoration of programs.
- (V) This Agreement does not cover corruption of any program, data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement.
- (W) This Agreement does not cover toner and ink cartridges and cables.

For appliances (in addition to the items above):

- (X) Breakdown or damage caused by external factors such as freezing, inadequate or non-compliant plumbing, wiring, or improper storage or ventilation. Service due to interior and exterior plumbing, main water lines, valves, foreign plumbing parts, upgrades or retrofits, unapproved components, non-municipal water supply, loss or damage due to existing governmental code violations including repairs or upgrades to Products not complying with codes, inconsequential noises, reconfiguration of the Product.
- (Y) Any costs associated with permits, licenses, or other parts required for the installation or reinstallation of the Product.

For furniture (in addition to the items above):

- (Z) Fabrics or other materials that cannot be cleaned through traditional means. These include but are not limited to silk, dry clean only, non-colorfast, suede or nubuck leather, and code X fabric. Stains, odors, or damage outside of the Service Contract's covered events including gum, pets or other wildlife, scratches, bodily fluids, smoke, paints/dyes, bleaches, flooding, rust, burns, mold or mildew. Natural flaws or material inconsistencies (ex. wood, leather, or fabric), inherent design defects, or microfiber delamination.
- (AA) Splitting, cracking and/or peeling of leather, bonded leather, by cast leather or coated fabrics.
- (BB) The windings, wrappings or bindings on rattan, bamboo, or wicker furniture.
- (CC) Fading or loss of resiliency.
- (DD) Accessory pillows, throws, or blankets.
- (EE) General soiling, which is defined as a gradual buildup of dirt, dust, body oils, perspiration, or any other accumulated stains, that cannot be attributed to a single occurrence.
- (FF) Indentations from writing on wood surface or any type of surface abrasion; finish scorching and heat damage. Loss of silvering of glass or mirror components; scratches of any type; all accessories.

- (GG) Human and pet bodily fluid stains bodily fluid stains caused by incontinent individuals or pets. Repeated pet bodily fluid stains, which are considered preventable occurrences.
- (HH) Damage that does not clearly penetrate through upholstery including but not limited to scratches and scuff marks
- (II) Plastic or metal parts, such as hinges and drawer slides.
- (JJ) Accidental gouges on wood surfaces that do not clearly penetrate through the clear-coat finish exposing the bare wood including but not limited to scratches.
- (KK) Ballpoint pen ink, crayon or lipstick marks of more than 6 inches in length are considered preventable and will not be covered.
- (LL) Stains or liquid rings, unless specifically covered under this Plan, caused by substances such as medication (including vitamins), dyes, paints, acids, corrosives, chemicals, bleaches, glue, candle wax, adhesives, gum, crayon, ink (except ballpoint pen ink), marker, dirt or other soil, pollen, tree sap, rust, nail polish, nail polish remover, cosmetics, hair treatments including hair gel, hair spray, mousse, or other like substances.
- (MM) Odors; accumulated or long-term multiple stains and unknown stains, color loss and fading. Normal wear and tear, including damage of this type cannot be attributed to a single relatable accident.
- (NN) Any upgrades to the furniture item that alter the appearance and function from the manufacturer's original state.

For jewelry (in addition to the items above):

- (OO) Scratches covered on the watch bracelet or clasp that does not impede the functionality of the product.
- (PP) Flaws in diamonds or gemstones.
- (QQ) Loss of diamonds, gemstones, or any other such parts of the Covered Product unless such loss was caused by a defect in the workmanship and/or materials, without any undue stress of damage.
- (RR) We will not replace damage, lost or stolen gemstones or beads.

For lawn & garden and power tools (in addition to the items above):

- (SS) Fees or charges related to disposal of environmentally unsafe materials, including but not limited to, refrigerant recovery and/or replacement, disposal of contaminated refrigerants and/or oils, and related materials and environmental fees.
- (TT) Damage to mowing decks caused by sand abrasion or vibration related to an unbalanced blade.
- (UU) Modifications to meet changes in federal, state or local codes and regulations.

For fitness equipment (in addition to the items above):

- (VV) Non-Failure problems, including, but not limited to, noises, squeaks, unless they are an indication of abnormal wear, or connected to a covered failure.
- (WW) All non-functional parts, including, but not limited to, bike pedals straps, casings, cover shrouds, endcaps, handgrips or upholstery.

IN NO EVENT SHALL THE ADMINISTRATOR/OBLIGOR OR ANY OF THE ADMINISTRATOR/OBLIGOR'S AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS AGREEMENT DOES NOT COVER ANY LOSS OR DAMAGE NOT SPECIFICALLY LISTED HEREIN.

- 13. Renewal: You may request renewal of this Agreement within sixty (60) days of the end of Your Term, to be approved at Our sole discretion. However, We are not obligated to offer You another Agreement upon termination of this Agreement or to accept an Agreement request, in the event You tender one.
- 14. <u>Territories</u>: The **Agreement** territory is limited to the United States of America, including the District of Columbia, only. It does not include Canada or U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.
- 15. <u>Subrogation</u>: If We pay or render service for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay or render service for a loss if You impair these rights to recover. Your rights to recover from others may not be waived. You will be made whole before We retain any amount We may recover.
- 16. <u>Cancellation</u>: This **Agreement** provides a thirty (30) day free look period from the purchase date of the **Agreement** as long as no claims have been incurred. **You** may cancel this **Agreement** for any reason at any time. Cancellation requests within thirty (30) days from the date of purchase should be requested from the **Seller** of this Agreement. If **You** cancel the **Agreement** within the first thirty (30) days and no claims have been filed, the **Agreement** is void and **You** will receive a one hundred percent (100%) refund of the full purchase price of the **Agreement**. After thirty (30) days **You** may cancel this **Agreement** by emailing cancellation@Likewize.com. Please include **Your** name and contract ID number found in

Your Confirmation Email to process the cancellation. You may also cancel Your plan by calling 877-680-0272. If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Agreement purchase price, less the cost of repairs made (if any), and less an administrative fee to not exceed the cost of the contract or fifty dollars (\$50.00) whichever is less; or as otherwise required by the laws of the state in which You reside. We may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by You, or if required to do so by a regulatory authority. A written notice will be provided at least thirty (30) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Return of the premium is based upon one hundred percent (100%) of the unearned pro-rata premium.

- 17. <u>Entire Agreement:</u> This is the entire service **Agreement** between the parties, and no representation, promise or condition made by any person or entity which is not contained herein shall modify any of the terms or conditions of this **Agreement**.
- 18. In AR, AZ, CA, CT, DC, DE, FL, GA, HI, IL, MA, ME, MN, MO, NH, NM, NV, OH, OK, SC, TX, UT, VA, WA, WI, and WY obligations of the Obligor under this Agreement are insured by Universal Underwriters Insurance Company, 7045 College Blvd, Overland Park, KS. 66211, (800) 515-5988, In the event the Obligor fails to perform or pay any covered service or claim, pay any refund, pay any requested performance, or becomes insolvent or otherwise financially impaired, or if satisfaction is not received within 60 days after proof of loss is filed, You may make a claim or submit a cancellation request directly with the insurer.
- 19. <u>Financial Guarantee:</u> In all other states which **We** this **Agreement** not listed in Section 18 above, **Our** obligations under this **Agreement** are secured by the full faith and credit of Likewize Corp., the parent company of Likewize Device Protection, LLC. In the event Likewize Device Protection, LLC fails to perform or pay any covered service or claim, pay any refund, pay any requested performance, **You** may contact Likewize Corp. at (682) 348-0354.
- 20. Notice of Loss: Failure of the Covered Product must be reported within thirty (30) days of the original failure date.
- 21. <u>Fulfillment of Our Obligations:</u> This Agreement shall be fulfilled upon replacement of the Covered Product or issuance of compensation or Seller store credit to You in lieu of replacement of a Covered Product.
- 22. <u>Deductible:</u> There may be a deductible required to obtain service for repair or replacement of the **Covered Product**. Please refer to **Your Confirmation Email** or Service **Agreement** to determine if a deductible is applicable to this **Agreement**.
- 23. <u>Transferability</u>: This **Agreement** is not transferable.
- 24. <u>Administrator Assignment</u> We may assign, in whole or in part, at **Our** sole discretion, the administrative functions of this **Agreement** to a different **Administrator** if appropriate or if required by law. If such an assignment becomes necessary, **We** will provide **You** with ninety (90) days advance written notice that will include information for where **You** can obtain customer service.
- 25. STATE REQUIREMENTS AND DISCLOSURES.

THIS AGREEMENT IS AMENDED TO COMPLY WITH THE FOLLOWING REQUIREMENTS AND DISCLOSURES:

<u>Alabama</u>: A twenty-five-dollar (\$25.00) cancellation fee is applicable. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned **Agreement**. Any refund due to **You** will be credited to any outstanding balance of **Your** account and the excess, if any, shall be refunded to **You**.

Arizona: "Obligor", "We", "Us" and "Our": refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Agreement purchase price, less the cost of repairs made (if any), and less an administrative fee to not exceed the cost of the contract, fifty dollars (\$50.00), or ten percent (10%) of the purchase price of the service contract, whichever is less. Exclusions listed in the Agreement apply once the Covered Product is owned by You.

Arkansas: Cancellation by **Us**: In the event **We** cancel this **Agreement**, **We** shall mail a written notice to **You** within fifteen (15) days of the date of termination, unless the reason for cancellation is nonpayment, material misrepresentation by **You**, or a substantial breach of this **Agreement** by **You**. Any notice of cancellation from **Us** shall state the effective date of the cancellation and the reason for cancellation. **You** shall receive a pro-rata refund of the unearned portion of any fees paid less the amount of any claims paid. Cancellation by **You**: If **You** cancel and no claim has been made, this **Agreement** is void and **You** shall receive a refund of the full purchase price of this **Agreement**. A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of the **Agreement** to **Us**. Any free-look period shall only apply to the original

purchaser of this Agreement and only if no claim has been made prior to returning the Agreement to Us.

California: "Obligor", "We", "Us" and "Our": refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. For residents of California, the Administrator of this Agreement is Likewize Device Protection, LLC 1900 W. Kirkwood Blvd. Suite 1600C, Southlake, TX 76092 (877) 680-0272 CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service Agreement. For all products other than home appliances and home electronic products, if the Agreement is cancelled: (a) within sixty (60) days of receipt of this Agreement, You shall receive a full refund of the purchase price of this Agreement provided no service has been performed, or (b) after sixty (60) days, You will receive a pro-rata refund, less the cost of any service received. In-home services are not provided under this Plan.

Connecticut: "Obligor", "We", "Us" and "Our": refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. If We fail to pay for or provide service on a claim within sixty (60) days after it has been filed with Us, You may mail Your written claim to: Universal Underwriters Service Corporation at the address provided above. If We are unable to resolve any disputes with You regarding this Agreement, You may file a written complaint to the: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Agreement. In the event Your Covered Product is being serviced by an authorized service center when this Agreement expires, the Term of this Agreement will be extended until covered repair has been completed. CANCELLATION section is amended as follows: You may cancel this Agreement if You return the Covered Product or the Covered Product is sold, lost, stolen, or destroyed. In-home services are not provided under this Agreement.

<u>District of Columbia:</u> "<u>Obligor", "We", "Us" and "Our"</u>: refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. In addition to **Your** cancellation rights set forth in the cancellation section, **You** may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to **You** or the date of delivery if this **Agreement** is delivered to **You** at the time of sale or within a longer time period permitted under this **Agreement** and if **You** have not received any protection, **You** are entitled to a full refund of the amount paid by **You** for this **Agreement**. A ten percent (10%) penalty per month on the **Agreement Price** must be added to a refund that is not paid or credited to **You** within forty-five (45) days after the cancellation of this **Agreement**. **Your** right to cancel this **Agreement** and receive a full refund is not transferable and applies only to the original purchaser.

Florida: "Obligor", "We", "Us" and "Our": refers to Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. If You cancel this Agreement, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. Unauthorized repair or replacement of the Covered Product(s) shall result in the cancellation of the Agreement by Us. If this Agreement is cancelled by Us or Administrator, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any claims that have been made or less the cost of repairs made on Your behalf. The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation.

Georgia: "Obligor", "We", "Us" and "Our": refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. If We fail to pay or provide service on a claim within sixty (60) days after it has been filed with Us, the written claim can be submitted to Universal Underwriters Service Corporation at the address listed above. Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. CANCELLATION section is amended as follows: This Agreement provides a thirty (30) day free look period from the purchase date of the Agreement. You may cancel this Agreement by informing the Seller of Your cancellation request within thirty (30) days from the date of purchase of the Agreement and You will receive a one hundred percent (100%) refund of the full purchase price of the Agreement. For cancellations by the contract holder within the free look period, 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 receipt of the cancellation request. If You cancel after thirty (30) days of receipt of Your Agreement, You will receive a pro-rata refund of the Agreement Price. If We cancel this Agreement after thirty (30) days, We will issue You a one hundred percent (10%) refund of the unearned amount paid, less any claims paid. This Agreement excludes coverage for incidental and consequential damages only to the extent such damages are known to You or reasonably should have been known to You. We may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by You.

<u>Hawaii</u>: <u>"Obligor"</u>, <u>"We"</u>, <u>"Us" and "Our"</u>: refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. This **Agreement** does not cover consequential damages. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of the returned **Agreement**.

<u>Illinois: "Obligor", "We", "Us" and "Our"</u>: refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. **You** may cancel this **Agreement** (a) within thirty (30) days after its purchase if no service has been provided and receive a full refund of the **Agreement Price**, less a cancellation fee not to exceed the lesser of ten percent (10%) of the **Agreement Price** or fifty dollars (\$50.00); or (b) at any other time and receive and receive a pro-

rata refund of the **Agreement Price** for the unexpired **Term**, based on the number of elapsed months less the value of any services received, and the cancellation fee shall not exceed the lesser of ten percent (10%) of the **Agreement Price** or fifty dollars (\$50.00).

<u>lowa</u>: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Agreement**. **FOR IOWA RESIDENTS ONLY**: Should **You**have questions or problems with this contract, **You** may contact the Iowa Insurance Division, "Attention: Commissioner of Insurance", 1963 Bell Ave, Suite 100, Des Moines, Iowa 50315-1000.

Maine: CANCELLATION section is amended as follows: If You cancel this Agreement within thirty (30) days of the date this Agreement was mailed to You or within ten (10) days of delivery of this Agreement at the time of sale and You have not made a claim, You are entitled to a full refund of the amount paid by You for this Agreement. The right to void the Agreement during such period is not transferable and applies only to the original purchaser. A monthly penalty equal to ten percent (10%) of the Agreement Price shall be added to refunds not paid or credited within forty-five (45) days after return of the Agreement to Us. Otherwise, if You terminate this Agreement, You will receive a pro-rata refund based on the time expired, less the cost of any claims made. We may also charge You a reasonable administrative fee, not to exceed ten percent (10%) of the Agreement Price. We may cancel this Agreement by providing You with at least fifteen (15) days prior written notice of cancellation mailed to You at Your last known address. If We cancel this Agreement for any reason other than nonpayment, We will refund one hundred percent (100%) of the unearned pro-rata premium, less any claims paid. We may cancel this Agreement for any reason within fifteen (15) days prior written notice, stating the effective date of and reason for cancellation.

<u>Maryland</u>: CANCELLATION section is amended as follows: If You cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to You or within ten (10) days of delivery if this **Agreement** is delivered to You at the time of sale and You have not made a claim, You are entitled to a full refund of the amount paid by You under this **Agreement**. The right to void the **Agreement** during such period is not transferable and applies only to the original Plan purchaser. A monthly penalty equal to ten percent (10%) of the **Agreement Price** must be added to a refund that is not paid or credited within forty-five (45) days after return of the service Plan to **Us**.

<u>Massachusetts</u>: <u>"Obligor"</u>, <u>"We"</u>, <u>"Us" and "Our"</u>: refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: You may cancel this **Agreement** within thirty (30) days of the date this **Agreement** was mailed to You or within ten (10) days of delivery if this **Agreement** is delivered to You at the time of sale or within a longer period permitted under this **Agreement**. If You have not received any protection, You are entitled to a full refund of the amount paid by You under this **Agreement**. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of the returned **Agreement**.

<u>Michigan</u>: If performance under this **Agreement** is interrupted because of a strike or work stoppage at **Our** place of business, the effective period of the **Agreement** shall be extended for the period of the strike or work stoppage.

<u>Minnesota</u>: "<u>Obligor</u>", "<u>We</u>", "<u>Us</u>" and "<u>Our</u>": refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

<u>Missouri</u>: <u>"Obligor"</u>, <u>"We"</u>, <u>"Us" and "Our"</u>: refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

Nevada: "Obligor", "We", "Us" and "Our": refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. In the event You are not satisfied with the manner in which We are handling a claim, You may file a complaint with the Nevada Division of Insurance by calling (888) 872-3234. CANCELLATION section is amended as follows: Preexisting conditions are not covered by this Agreement. You are entitled to a "Free Look" period for this Agreement. If You decide to cancel this Agreement within thirty (30) days of purchase and You have not made a claim under this Agreement, You are entitled to a one hundred percent (100%) refund of any fees paid. If You cancel this Agreement after thirty (30) days from purchase, You will receive a pro-rata refund based on the days remaining, less a cancellation fee of twentyfive dollars (\$25.00) or ten percent (10%) of the Agreement Price, whichever is less. If We fail to pay the cancellation refund within forty-five (45) days of Your written request, We will pay You a penalty of 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. If this Agreement is cancelled by Us, no cancellation may become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. We can cancel this Agreement due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Agreement, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Agreement was issued or last renewed. If the Agreement has been in effect for seventy (70) days or more, We can only cancel this Agreement due to: (1) unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Agreement, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Agreement was issued or last renewed; (2) Discovery of fraud or material misrepresentation by the holder in obtaining the Agreement, or in presenting a claim for service; (3) An act or omission by **You** or a violation by **You** of any condition of the **Agreement**, which occurred after the effective date of the **Agreement** and which substantially and materially increases the service required under the **Agreement**; (4) **You** fail to pay any amount due; or (5) **You** are convicted of a crime which results in an increase in the service required under the **Agreement**. If **We** cancel this **Agreement** no cancellation fee will be imposed and no deduction for claims paid will be applied. If **Your** covered failure results in a loss of heating, cooling, or electrical power to **Your** air conditioner or refrigerator/freezer, repairs on **Your** Protected Equipment will commence within twenty-four (24) hours after **You** report **Your** claim. If these repairs cannot be completed within three (3) calendar days, **We** will send **You** a report indicating the status of these repairs. The status report will also be sent to the Commissioner by electronic mail at pcinsinfo@doi.nv.gov. If **You** are paying for **Your** Plan on a monthly basis, **We** may not deny service to **You** for non-payment of the monthly fee, however, upon fifteen (15) days' notice of such non-payment, **Your Agreement** will be cancelled.

<u>New Hampshire</u>: <u>"Obligor"</u>, <u>"We"</u>, <u>"Us" and "Our"</u>: refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. In the event **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, NH 03301, (603) 271-2261.

<u>New Jersey</u>: 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** and does not extend the **Term** of any original product or service warranty that the manufacturer, importer, or **Seller** may have provided. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

New Mexico: "Obligor", "We", "Us" and "Our": 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 Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: If You are the original purchaser of this Agreement, You may return this Agreement and receive a refund if: (i) You have not made a claim under the Agreement; and (ii) You return this Agreement within twenty days after the date We mail You a copy of the Agreement or within ten days after You receive a copy of the Agreement if We furnish You with the copy at the time the Agreement is purchased. We may not cancel this Agreement without providing You with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If this Agreement has been in force for a period of seventy (70) days, We may not cancel it before the expiration of the Agreement Term or one (1) year, whichever occurs first, 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 Agreement; 3) You engage in fraud or material misrepresentation in obtaining this Agreement; or 4) You commit any act, omission, or violation of any terms of this Agreement after the effective date of this Agreement which substantially and materially increases the service required under this Agreement. A ten percent (10%) penalty per month (or each portion thereof) shall be applied to refunds not paid or credited within sixty (60) days of receipt of a returned Agreement.

New York: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Agreement**. This return and penalty provision shall only apply to the original purchaser of this **Agreement**.

North Carolina: CANCELLATION section is amended as follows: We may not cancel this Agreement except for nonpayment by You or for violation of any of the terms and conditions of this Agreement. The purchase of this Agreement is not required either to purchase or to obtain financing for a home appliance.

<u>Ohio: "Obligor", "We", "Us" and "Our"</u>: refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. If **We** fail to perform or make payment due under the terms of the **Agreement** within sixty (60) days after **You** request performance or payment, **You** may apply to Universal Underwriters Service Corporation including, but not limited to, any obligation in the **Agreement** in which **We** must refund **You** upon cancellation of the **Agreement**.

<u>Oklahoma</u>: Definitions, Our obligations under this Agreement are insured by Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. Oklahoma license number is 44197997. This Agreement is not a contract of insurance. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION section is amended as follows: In the event You cancel this Agreement, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium, less any claims that have been paid or less the cost of repairs made on Your behalf. In the event We cancel this Agreement, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium, less any claims that have been paid or less the cost of repairs made on Your behalf.

<u>Oregon</u>: Upon failure of the **Obligor** to perform under the **Agreement**, the insurer shall pay on behalf of the **Obligor** any sums the **Obligor** is legally obligated to pay and any service that the **Obligor** is legally obligated to perform. Termination of the reimbursement policy shall not occur until a notice of termination has been mailed or delivered to the Director of the Department of Consumer and Business Services. This notice must be mailed or delivered at least thirty (30) days prior to the date of termination. CANCELLATION section is amended as follows: **You**, the service **Agreement** holder may apply for reimbursement

directly to the insurer if a refund or credit is not paid before the 46th day after the date on which **Your Agreement** is returned. The **Obligor** is responsible for **Your** refund.

<u>South Carolina</u>: <u>"Obligor", "We", "Us" and "Our"</u>: refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. If **You** purchased this **Agreement** in South Carolina, complaints or questions about this **Agreement** may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

<u>Texas</u>: <u>"Obligor"</u>, <u>"We"</u>, <u>"Us"</u> and <u>"Our"</u>: refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. If **You** purchased this **Agreement** in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. **Obligor**: **Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, Texas License Number 111. CANCELLATION section is amended as follows: You**, the service **Agreement** holder, may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which **Your Agreement** is returned. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

Utah: "Obligor", "We", "Us" and "Our": refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by You to the Administrator as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Agreement does not invalidate or reduce a claim. CANCELLATION section is amended as follows: We can cancel this Agreement during the first sixty (60) days of the initial annual Term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Agreement during such time period for non-payment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Agreement by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for non-payment of premium and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless the We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement or (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Agreement number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation.

EMERGENCY SERVICE: If **Your** covered failure results in a loss of heating, cooling, or electrical power to **Your** air conditioner or refrigerator/freezer, repairs on **Your** Protected Equipment will commence within twenty-four (24) hours after **You** report **Your** claim by calling the **Administrator** at **(877) 680-0272.** If **You** are not able to reach the **Administrator** and **You** require emergency repair, **You** may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Administrator Your** original repair bill along with the technician's report and a copy of the **Agreement** to the address at the top of this **Agreement** for reimbursement. All coverage and exclusions in this **Agreement** will apply.

<u>Virginia:</u> "Obligor", "We", "Us" and "Our": refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. 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.

<u>Washington</u>: "<u>Obligor</u>", "<u>We"</u>, "<u>Us"</u> and "<u>Our"</u>": refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800)515-5988. All references to **Obligor** throughout this **Agreement** are replaced with Service Provider. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Agreement**. The right to void this **Agreement** is not transferable and applies only to the original **Agreement** purchaser. **We** may not cancel this **Agreement** without providing **You** with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. **You** are not required to wait sixty (60) days before filing a claim directly with the Service Provider.

EMERGENCY SERVICE: If **You** are unable to reach **Administrator** at 800-291-7609 and **You** require emergency repair, **You** may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Administrator Your** original repair bill along with the technician's report and a copy of the **Agreement** to the address at the top of this **Agreement** for reimbursement. All coverage and exclusions in this **Agreement** will apply.

<u>Wisconsin</u>: <u>"Obligor"</u>, <u>"We"</u>, <u>"Us"</u> and <u>"Our"</u>: refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The obligations under this Plan are insured by a policy of insurance issued by Universal Underwriters Service Corporation. If **We** fail to pay or provide service on a claim within sixty (60) days after a claim has been filed with **Us** or if **We** become insolvent or otherwise financially impaired, the written claim can be submitted to

Universal Underwriters Service Corporation.

(a)A service contract may be cancelled by a provider only for nonpayment of the provider fee, material misrepresentation by the contract holder to the provider or **Administrator**, or substantial breach of duties by the service contract holder relating to the Protected Equipment or its use. The provider shall mail a written notice to the service contract holder at the last-known address of the service contract holder contained in the records of the provider at least five (5) days prior to cancellation by the provider.

(b)The notice under paragraph (a) shall state the effective date of the cancellation and the reason for the cancellation. (c)If a service contract is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service contract holder one hundred percent (100%) of the unearned pro-rata provider fee, less any claims paid. (d)The provider may charge a reasonable administrative fee for the cancellation which may not exceed ten percent (10%) of the provider fee. You may, within twenty (20) calendar days of the delivery of this Plan, reject and return this Plan for a full refund, less any claims paid, if applicable. The right to void this service contract is not transferable and shall apply only to the original service contract purchase. After twenty (20) days, if You cancel this contract, You will be refunded the remaining days of coverage on a monthly prorated basis, less claims or service performed. If We fail to credit a refund within forty-five (45) days after return of the service contract, a ten percent (10%) penalty per month applies to any refund not paid or credited. We will not deny Your claim solely because You did not obtain preauthorization if We are not prejudiced by Your failure to notify Us.

Wyoming: "Obligor", "We", "Us" and "Our": refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service Agreement. The right to void the Agreement provided in this subsection applies only to the original Agreement purchaser and is not transferable. If We cancel this Agreement for reasons other than nonpayment, a material misrepresentation made by You to Us or because of a substantial breach of duties by You relating to the product or its use, We will mail a written notice to You at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation.

In the event of a total loss of property, You can cancel this contract and receive a pro-rata refund, less any claims paid.