

This document sets forth the entire Contract between the Service Contract Administrator and Obligor, hereinafter referred to as We, Us and Our, and the Purchaser, as You and Your. No representation, promise or condition herein shall modify these terms. Service Net Warranty, LLC ("Service Net") is contractually obligated to You to provide service under this Contract where in accordance with and as allowed by state law. If this Contract is purchased in Florida or Oklahoma, AIG Warranty Services of Florida, Inc. ("AWSF") is contractually obligated to You to provide service under this Contract. Service Net (800-343-4441) and AWSF (800-250-3819) can be contacted at 650 Missouri Avenue, Jeffersonville, IN 47130.

**1. WHAT IS COVERED.** We will furnish labor, parts, and/or replacement equipment (or pay for same) necessary to repair operational or mechanical breakdowns of the Product specified in this Contract, provided such service is necessitated by Product failure during normal usage. The Product specified and covered includes only equipment as originally configured including memory and hard disk drive upgrades installed at time of purchase and charged for in this Contract. Coverage also applies to the parts and accessories that are necessary to the covered Product's functionality, but does not apply to accessories that are used in conjunction with or to enhance the performance of the covered Product.

**2. IMPORTANT NOTE.** Repairs recommended by the repairing facility not necessitated by mechanical breakdown are not covered unless specifically authorized by Us. We reserve the right to inspect the items to be covered, or the items covered, as the case may be, prior to coverage or during the coverage period. Model number, serial number and original date of purchase of all Products to be covered must be provided to execute application for service. If You request a service call for a non-covered repair or "no failure found" diagnosis is determined for the same problem on a second trip, You may be responsible for all costs associated with the repair/call. In the event You are unable to meet the servicer for an onsite repair, if applicable, You must call to cancel the appointment one (1) business day prior to the agreed upon time of service or You may be responsible for paying the second trip charge for the subsequent rescheduled repair. If the Product is found to be performing to the manufacturer's specifications, it will be returned to You. Technological advances may result in a replacement product with a lower selling price than the original Product. If We replace the product or buyout the contract, the covered product becomes property of Service Net and We may, at Our discretion, require the product to be returned to Us (or our designee) at Our expense. You are responsible for the backup of all data on Your Product before You have Your Product serviced. We specifically do not represent that We will be able to repair any Product under this Service Contract or make a Product exchange without risk to or loss of programs or data on Your Product. The contents of Your Product may be deleted and the hard drive and/or storage media reformatted in the course of service. Your Product will be returned to You configured as originally purchased, subject to applicable updates. It is Your responsibility to back up the contents of Your hardware Product before services are performed and remove any data from parts or Products returned to Us, as well as any data You have stored or software You have installed on the hard drive including but not limited to, software, pictures, documents, videos, games, and music files. We are not responsible for any loss of Your data under any circumstances. **This Contract must be paid in full prior to services being rendered.**

**3. TIME FOR SERVICE.** Service will be performed during the hours of 8:00 a.m. to 5:00 p.m. local time Monday through Friday, excluding holidays or during the hours of operation of the participating servicing dealer. Any additional costs above the service providers authorized hourly rate (premium or overtime charges) or after hours service will be at Your expense with exception of health related or severe weather related emergencies.

**4. PLACE OF SERVICE.** After We authorize Your claim, We will at Our option complete the lesser of (a) the repair of Your product with new or refurbished parts, (b) replace it with a new or a refurbished product of like grade or (c) Buyout your contract for the lesser of current market value of a Product with comparable specifications or retail price paid for Your Product minus sales tax and claims paid. The decision to repair, replace or Buyout will be made solely by Us. If Your product requires repair, service will be provided by an authorized service center, the retailer or dealer where Your Service Contract was purchased or by subcontractors. Onsite, Carry-In, or Mail-In Depot Service will be determined by Us at Our determination, unless You have purchased Onsite service. You may be asked to provide proof of purchase as a condition for receiving service under this Service Contract. Your original, itemized purchase receipt should be kept with this service Contract. Non-itemized billing statements will not be accepted. Onsite service where applicable requires clear, complete and easy access to the product by the authorized servicer and does not include removal or re-installation of an installed product. It is possible that certain onsite repairs will not be completed onsite, but will require that the product or parts of the product, at the servicer's discretion be removed for shop diagnosis and/or repair and then returned. If onsite service cannot be attempted in Your residence due to environmental and/or technical requirements, or if You are located more than fifty (50) miles from the nearest authorized service center, the cost to transport and/or ship Your Product for service will be covered under Your service plan and will go against Our maximum liability owed to You under this Service Contract.

**5. PARTS AND SUBCONTRACTING.** Parts used to repair

equipment may either be new or refurbished at Our sole option. Service may be performed by subcontractors.

**6. UNABLE TO REPAIR.** If We determine that We are unable to repair Your Product due to the unavailability of functional parts, service or technical information, or if the cost to repair will exceed the Limit of Liability as described herein, the total liability owed to You under this Contract will be the lesser of (I) the current market value of a Product of comparable specifications; or, (II) the retail price paid for Your Product minus sales tax and claims paid, in lieu of service repairs or replacement of a Product of comparable specifications. In all cases where parts or technical information are on extended backorder for a minimum of sixty (60) calendar days, We will determine if a replacement or reimbursement will be made. All Our contractual obligations to You under this Service Contract are fulfilled upon Product replacement or reimbursement of Your Product retail price under the conditions set forth above or expiration of the term of Your Service Contract, whichever comes first. Upon replacement or reimbursement of Your Product retail price under the conditions set forth above, the original product and all its originally included components becomes the property of Service Net and We may, at Our discretion, require the Product to be returned to Us (or Our designee) at Our expense.

**7. DEDUCTIBLE.** No deductible applies to this Contract.

**8. RENEWABILITY.** This Contract is renewable at Our sole discretion.

**9. LIMITATIONS OF COVERAGE – This Contract Does Not Cover:**

A. Any Product located outside the continental United States, Alaska, Hawaii.

B. Service required as a result of any alteration of the equipment, or repairs made by anyone other than an authorized service provider. This would include any unauthorized alterations made by You to the Product.

C. Damage or other equipment failure due to causes beyond Our control including, but not limited to, repairs necessary due to operator negligence, the failure to maintain the equipment according to the owner's manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, acts of war or acts of God.

D. Service necessary because of improper storage, improper ventilation, any utilization of the equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used.

E. Any and all cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment.

F. Products used in a commercial environment, which is defined as non-residential, multiuser, communal or industrial use. Equipment used in recreational vehicles is not covered.

G. Cosmetic defects, damage, or failures of non-operational components that do not inhibit the proper operation and performance of the covered items.

H. Consumable items are defined as any part that is considered consumable by the manufacturer or any item that is designed to be consumed (wear out) during the life of the Product, regardless if it is consumer replaceable or not. Consumable items include, but are not limited to: for Consumer Electronics: light bulbs, lamps (unless purchased as additional coverage), and batteries. For all Products: Telephone or other lines connecting to the equipment.

I. Light bulbs or lamps (unless purchased as additional coverage)

J. Repairs to Product, including parts, or Product replacement covered by the manufacturer's warranty, manufacturer's recall, or similar manufacturer's incentive or repair program (regardless of whether or not the manufacturer is doing business as an ongoing enterprise).

K. Consequential damages as a result of malfunctioning of or damage to an operating part of the covered equipment, or damages as a result of any repairs or replacements under this agreement.

L. Loss of use, loss of business, loss of profits, down-time and charges for time and effort.

M. Damage or failure caused by animals or insects.

N. Operational or mechanical failure which is not reported prior to expiration of this Contract or within 30 days of Product failure.

O. Loss or damage to stored data, repairs related to installed software or computer viruses.

P. Equipment sold without a manufacturer's warranty, sold "as is" or refurbished Products.

Q. Normal, periodic or preventative maintenance and/or checkups, including but not limited to customer education, adjustments, cleanings, and convergence.

R. Pre-existing conditions (incurred prior to the effective date of coverage), known to You.

S. Equipment where the serial plate attached to the equipment is removed, defaced or made illegible.

T. Screen imperfections in Your Product, including 'burn in' or burned CRT phosphor, caused by video games, prolonged display of one or more signal(s), or other abuse. All display products that are used in an application that requires continuous and/or business operation. Repair of minor resolution (pixels) issues that do affect overall viewing of the screen; issues must match the manufacturer's minimum failure standard before an authorized repair will occur.

U. Damage resulting from user facilitated minor adjustments and settings outlined in the Product's owner's manual, external antenna or local reception problems, inaccessible products or parts, negligence,

misuse or abuse whether willful or not.

V. Transit or delivery damage, damage caused by packing, unpacking, assembly, installation, or removal.

W. Electronics and PC equipment over 5 years of age.

X. Installation, removal, or reinstallation of any equipment unless installation coverage was purchased.

Y. Parts or accessories that are used in conjunction with Product specified under this Contract that enhances the performance of the covered Product.

Z. Any cost recoverable under any other warranty, guarantee, or under an insurance policy (in such case, this Contract will cover any applicable deductible).

AA. Damage or failure caused by bodily fluids, including but not limited to urine and vomit.

BB. Product that has been rented or leased to You.

**10. NO LEMON GUARANTEE.** During the term of this Contract, when three service repairs, with three separate claim numbers, have been completed on the same part, and that same part requires repair under a fourth claim number, as determined by Us, Your Product will be replaced with a Product with comparable specifications by Us, not to exceed the original retail purchase price. In the event a comparable replacement cannot be located, a buyout, not to exceed the current market value of a Product with comparable specifications, will be provided. This does not include repairs necessary during the manufacturer's warranty period, rework/callback service required after initial service, during the warranty of work period provided by the Service Company, or previous service Contract terms. Once you have received Your Product replacement or buyout all contractual obligations under this Contract have been fulfilled.

**11. CANCELLATION AND REFUND.** You may cancel this Contract at any time for any reason. If You cancel this Contract within sixty (60) days of the date purchased You will receive a refund of the full purchase price less any claims. If You cancel this Contract thereafter, You will be refunded the remaining days of coverage on a monthly prorated basis, less costs for service performed (if applicable). Neither You, the Dealer nor We are obligated to renew this Contract beyond the current term. **If we cancel this Service Contract due to non-payment You will not receive a refund.**

**12. LIMIT OF LIABILITY.** The maximum liability owed to You under this Contract will be the lesser of (I) the current market value of a Product of comparable specifications; or, (II) the retail price paid for Your Product minus sales tax and claims paid, in lieu of service repairs or replacement of a Product of comparable specifications. When determining the current market value of a Product of comparable specifications a fair analysis is completed using current manufacturers' and distributors' pricing on comparable products. In the event We (I) replace the Product with a Product of comparable specifications; (II) reimburse You for the current market value of a Product of comparable specifications; or (III) reimburse You for the retail amount of the Product, minus claims, minus sales tax, We shall have satisfied all obligations owed under this Contract and the covered Product becomes the property of Service Net and We may, at Our discretion, require the product to be returned to Us (or Our designee) at Our expense. The Insurer and Obligor shall not be deemed to provide cover and the Insurer or Obligor shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

**13. BUYOUT.** We may elect, at Our option, to buyout the Contract during the coverage term for the lesser of (I) current market value of a Product with comparable specifications or (II) purchase price of Your Product minus sales tax and claims paid. You have up to forty-five (45) days from the date of authorization to complete your product buyout transaction.

#### **14. TRANSFERABILITY.**

You may transfer this Agreement to any person by sending written notice to: Service Net, P.O. Box 1411, Jeffersonville, IN 47131-1411.

#### **15. RIGHT TO RECOVER FROM OTHERS.**

If We make any payment, We are entitled to recover what We paid from other parties. By accepting settlement of a claim, You transfer to Us Your right to recovery against any other party.

**16. INSURANCE SECURING THIS CONTRACT.** This is not an insurance policy. As the Administrator, We will assist You in understanding Your warranty and coverage benefits from the day You purchase Your Plan. If Your Product needs repair for operational or mechanical failure, You are required to call the toll free number listed on the front of this Contract or submit Your claim in writing to Service Net, 650 Missouri Ave., Jeffersonville, IN 47130. With any correspondence, please provide Your daytime phone number and claim number if applicable. The expiration date and price of this Contract are listed on the face of this Contract. There are some limitations of coverage. You should review the limitations of coverage paragraph for details. This Plan is secured by a contractual liability or reimbursement insurance policy provided by Illinois National Insurance Company 500 W. Madison St. 30th Floor, Chicago, IL 60601, (800)-250-3819 in all states with the exception of AR, CA, FL, MS, NC, NY, OK, VA which are covered by New Hampshire Insurance Company, located at 175 Water Street 25th Floor, New

York, NY 10038. Telephone (800)-250-3819. If, within sixty (60) days after proof of loss has been filed, We have not paid a covered claim, provided You with a refund, You are otherwise dissatisfied, or We are no longer a going concern, You may make a claim directly to the insurance company. Please enclose a copy of Your plan when sending correspondence to the Insurer.

**17. ENTIRE CONTRACT.** This is the entire Contract and no other written or oral modifications are valid.

**18. INCIDENTAL/CONSEQUENTIAL DAMAGES AND WARRANTIES.** US, THE DEALER/RETAILER, THEIR AGENTS, CONTRACTORS OR LICENSEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOST DATA RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON ANY COVERED EQUIPMENT. EXCLUSION IS MADE OF ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN.

#### **STATE VARIATIONS**

**19. STATE VARIATIONS.** Certain states have specific conditions; conditions listed below may apply to You.

**Alabama Residents:** The use of non-original manufacturer's parts is allowed under this Contract. If no claim has been made under this Contract, You may return this Contract within twenty (20) days of the date the Contract was mailed to You, or within ten (10) days of delivery if the Contract was delivered to you at the time of sale. In such a case, this Contract will be void

and the Administrator will refund to You the full amount of the purchase price of this Contract. A ten percent (10%) penalty per month applies to any refund not paid or credited within forty-five (45) days after return of the service contract. This right to void the Contract is not transferable and applies only to the original Contract purchaser. If You cancel this Contract otherwise, You will be provided a pro rata refund less an administrative fee of twenty-five (\$25) dollars. In the event that We cancel this Contract for any reason, except nonpayment of the Contract fee or a material misrepresentation by you, We shall provide You with written notice of such cancellation at least five days prior to the effective date of the same.

**Arizona Residents:** The Cancellation section of this Contract is deleted in its entirety and replaced with the following: If this Contract is canceled You will be provided a pro rata refund after deducting for administrative expenses not to exceed twenty-five (\$25) dollars associated with the cancellation. Further, We will not cancel or void this Contract due to preexisting conditions, prior use or unlawful acts relating to the product or misrepresentation by Us or Our subcontractors. No claim incurred or paid will be deducted from the amount to be returned. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Contract due to Our failure to provide correct information or Our failure to perform the services or repairs provided in a timely, competent, and workmanlike manner. The Provider is Service Net Warranty, LLC located at 650 Missouri Ave., Jeffersonville, IN 47130, Telephone number 1-800-343-4441.

**California Residents:** If You cancel this Contract within 60 days from the date of receipt, You will receive a full refund of the purchase price less the cost of any claims paid. If You cancel this Contract after 60 days from the date of receipt, You shall receive a pro rata refund of the purchase price less any claims paid. If You cancel this Contract, You must provide written notice of cancellation to the Administrator at the address below. In addition, the Administrator may assess a cancellation or administrative fee, not to exceed ten (10) percent of the price of the Service Contract or twenty-five (\$25) dollars, whichever is less. Informal dispute resolution is not available under this Contract. The Administrator is Service Net Warranty, LLC located at 650 Missouri Ave., Jeffersonville, IN 47130.

**Connecticut Residents:** This Contract is automatically extended while the product is being repaired. You may cancel this Contract if You return the product or the product is sold, lost, stolen, or destroyed. Resolution of Disputes: If You purchased this Service Contract in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: 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 Contract. The Provider is Service Net Warranty, LLC located at 650 Missouri Ave., Jeffersonville, IN, 47130, Telephone number 1-800-343-4441.

**Florida Residents:** If You cancel this Contract, return of premium will be based upon ninety percent (90%) of unearned pro rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. If We cancel this Contract, return of premium will be based upon one hundred percent (100%) of unearned pro rata premium. The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia Residents:** The Administrator may not cancel this Contract except for fraud, material misrepresentation or non-payment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. You may cancel this Contract at any time. Cancellation will comply with Section 33-24-44 of the Georgia Code. Refunds will be based on the excess of the consideration paid for this Contract above the customary short rate for the expired term of

the Contract. If cancelled by Administrator, refund will be on a pro-rata basis. Claims paid shall not be deducted from any refund owed.

**Hawaii Residents:** Any refund not made within forty-five (45) days shall include a ten percent (10%) per month penalty. This contract does not cover consequential damages or pre-existing conditions. In the event We cancel this contract, we shall provide five (5) days prior notice of such cancellation which notice shall include the effective date of cancellation.

**Illinois Residents:** If no claim has been made under this Contract, You may return this Contract within thirty (30) days of the date of contract purchase. Any cancellation of this Contract more than thirty (30) days after its date of purchase made pursuant to the Cancellation Section, reverse, is subject to a cancellation fee equal to the lesser of ten percent (10%) of the price of the contract or fifty (\$50) dollars. The obligor, Service Net Warranty, LLC, is the party responsible for honoring cancellation requests. This Contract does not cover failure resulting from normal wear and tear.

**New Mexico Residents:** You may return this service contract within 20 days of the date this service contract was mailed to You, or within 10 days if the service contract was delivered to You at the time of sale. If You made no claim, the service contract is void and the full purchase price will be refunded to You. A 10% penalty per month will be added to a refund that is not made within 60 days of Your return of the service contract. If You cancel this Contract thereafter, You will be refunded the remaining days of coverage on a monthly prorated basis, less costs for service performed. These provisions apply only to the original purchaser of the service contract.

**Nevada Residents:** You are entitled to a "Free Look" period for this Contract. If You decide to cancel this Contract within thirty (30) days of purchase, You are entitled to a one hundred percent (100%) refund of any fees paid. If You cancel this Contract after thirty (30) days from purchase, You will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Contract fee, whichever is less. No cancellation of this Contract may become effective until at least fifteen (15) days after a notice of cancellation is mailed to You at Your last known address. If We fail to pay the cancellation refund within 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 the contract has been in effect for 70 days or more, We can only cancel this Contract 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 Contract, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Contract was issued or last renewed; (2) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service; (3) An act or omission by You or a violation by You of any condition of the service contract, which occurred after the effective date of the service contract and which substantially and materially increases the service required under the service contract. If We cancel this Contract You will receive a pro-rata refund based on the days remaining, no cancellation fee will be imposed and no deduction for claims paid will be applied. LIMITATIONS OF COVERAGE section contains exclusions and limitations to coverage but not reasons for which the contract itself may be cancelled. If the manufacturer's warranty becomes dishonored during the term of this Contract, We will continue to provide any other coverage under this Contract, unless such coverage is otherwise excluded by the terms of this Contract. If Your covered failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your covered product will commence within 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. No deductions of any type shall be made from any refund owed as a result of cancellation and or buyout.

**New York Residents:** You may return this Contract by mailing it to the attention of the Administrator at the address listed on the back of this contract. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of return of the Contract to Us.

**North Carolina Residents:** The purchase of this Contract is not required either to purchase or to obtain financing for a home appliance. The Administrator may not cancel this Service Contract except for non-payment by You or for violation of any of the terms and conditions of this Contract. **Oklahoma Residents:** This Contract is not issued by the manufacturer or wholesaler company marketing the product. This Contract will not be honored by such manufacturer or wholesale company. The following replaces the contract Cancellation and Refund language on the reverse side: If You cancel this Contract, return of premium will be based upon ninety percent (90%) of unearned pro rata premium. If We cancel this Contract, return of premium will be based upon one hundred percent (100%) of unearned pro rata premium. The Administrator is AIG Warranty Services of Florida, Inc., located at 650 Missouri Ave., Jeffersonville, IN 47130. The coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. This is not an insurance contract. Oklahoma service warranty Statutes do not apply to commercial use. This Contract is secured by a reimbursement insurance policy provided by New Hampshire Insurance Company Inc., 175 Water Street, New York, NY 10038, Telephone 1-800-250-3819. The term "etc..." is stricken from this contract.

**Oregon Residents:** The Obligor and Administrator is Service Net Warranty, LLC located at 650 Missouri Ave., Jeffersonville, IN. 47130, Telephone number 1-800-343-4441.

**Puerto Rico Residents:** REFUND. If You disagree with this Contract, You will have a period no longer than ten (10) days from the issue date of this Contract or in the case that this Contract was sent by mail, You will have a period no longer than twenty (20) days from the mailing date to return it. Provided that You exercise such right, and has not presented any claim under the service contract, it shall be null and We will reimburse or credit the complete fee corresponding to the service contract. In case We fail to return the reimbursement within a thirty (30) days period, a ten (10) percent monthly over the above referred reimbursement will be added to any reimbursement of credit required under this clause.

**Rhode Island Residents:** Claims may only be made directly against the provider identified in this Contract. No claim may be made against any insurer identified in this Contract.

**South Carolina Residents:** This contract does not cover consequential damages or pre-existing conditions. A ten (10%) percent per month penalty shall apply to any cancellation refund not made within forty-five (45) days of the date cancellation was requested. In the event We cancel this Contract, we shall provide prior notice of such cancellation at least fifteen (15) days before the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. Complaints or questions about this Contract may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180.

**Tennessee Residents:** This Contract is automatically extended while the product is being repaired.

**Texas Residents:** A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of return of the Contract to Us. You may cancel this Contract after the time periods above or after you have made a claim for service by returning the Contract to the Administrator and receive a pro rata refund of the Contract price less any claims that have been paid. Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 (512) 463-6599 or (800) 803-9202 (in Texas). The Provider is Service Net, 650 Missouri Ave., Jeffersonville, IN 47130.

**Utah Residents:** 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 Contract is not guaranteed by the Utah Guaranty Fund. We can cancel this Contract during the first sixty (60) days, by mailing to You a notice of cancellation at least ten (10) days prior to the effective date of cancellation except that We can also cancel this Contract during such time period for nonpayment 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 Contract by mailing a cancellation notice to You at least thirty (30) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) material misrepresentation; (b) substantial change in the risk assumed, unless You should reasonably have foreseen the change or contemplated the risk when entering into the Contract; or (c) substantial breach 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 Contract number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation. If Your covered failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your covered product will commence within 24 hours after You report your claim by calling the number on the front of the contract. For any Product failure which is not reported prior to the expiration of this Contract will be considered if You can provide valid reason (examples; hospitalized, incapacitated, etc.) for delay of notice. Note: Non-original manufacturer's parts or refurbished parts may be used to repair equipment at Our sole option.

**Virgin Island Residents:** For customers residing in a US Territory, service can only be rendered at a US depot facility. Service Net Warranty, LLC, will supply the name and address of a suitable depot facility and will pay for the costs of all covered parts and labor. The customer is responsible for all shipping costs to and from the depot facility.

**Washington Residents:** This right to void the Contract is not transferable and applies only to the original Contract purchaser. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of return of the Contract to Us. If We cancel this Contract for any reason, We must mail You written notice of such cancellation at least twenty-one (21) days prior to the effective date of such cancellation and state the true and actual reason for the cancellation. You are not required to wait before filing a claim directly with the insurer of this contract.

**Wisconsin Residents:** THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. 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 covered product or its use. You may, within twenty (20) calendar days of the delivery of this Contract, reject and return this Contract for a full refund if no claim has been made. 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. 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 5 days prior to cancellation by the provider, (b), The notice under par. (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 100 percent of the unearned pro rata provider fee, less any claims paid. In the event of a total loss of property, You can cancel this contract and receive a pro rata refund, less any claims paid. The "Right To Recover From Others" section does not apply to Wisconsin residents. The Service Contract Provider is Service Net Warranty, LLC, located at 650 Missouri Ave., Jeffersonville, IN 47130. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.

**Wyoming Residents:** Service contracts shall require the provider to permit the original service contract holder to return the service contract

within twenty (20) days of the date the service contract was mailed to the service contract holder or within ten (10) days of delivery if the service contract is delivered to the service contract holder at the time of sale or within a longer time period permitted under the service contract. Upon return of the service contract to the provider within the applicable time period, if no claim has been made under the service contract prior to its return to the provider, the service contract is void and the provider shall refund to the service contract holder, or credit the account of the service contract holder, with the full purchase price of the service contract. If we cancel this Contract 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. The right to void the service contract provided in this subsection is not transferable and shall apply only to the original service contract purchaser, and only if no claim has been made prior to its return to the provider. 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 the service contract to the provider.

SAMPLE