



SERVICE CONTRACT TERMS & CONDITIONS

Administrator: Guardsman US LLC.
P.O. Box 1189
Bedford, TX 76095
Telephone: 1-888-427-7676
www.MyProtectionPlan360.com

CONGRATULATIONS! Thank You for Your recent purchase of the Sam Ash Gear Shield™ Plan (the “**Service Contract**”). We hope You enjoy the added comfort and protection this Service Contract provides. Please keep this document in a safe place along with the sales receipt/invoice that You received when You purchased this Service Contract, as You will need them to verify Your coverage at the time of service. This information will serve as a valuable reference guide and will help You determine what is covered by this Service Contract. From the day You purchase this Service Contract the Administrator will assist You in understanding Your Service Contract benefits.

DEFINITIONS

Throughout this Service Contract, the following capitalized words have the stated meaning –
“Abuse”: means the treatment of the Product in a harmful, injurious, or other manner intended or reasonably expected to result in its damage and/or failure. **“Administrator”**: means the entity responsible for administering benefits to You in accordance with the Service Contract terms and conditions, Guardsman US LLC, P.O. Box 1189 Bedford TX, 76095 (Florida Residents: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202). **“Cosmetic Damage”**: means damages or changes to the physical appearance of the Product that does not impede or hinder the Product’s normal operational function; such as scratches, abrasions, or changes in color, texture, or finish. **“Covered Product” or “Product”**: means the item(s) including musical instruments, audio equipment, and lighting equipment which You purchased with and is covered by this Service Contract. **“Used Product”**: means a Product that was not new but was fully functional at the time You purchased it. **“Pre-Existing Condition”**: means a Failure of Your Product that occurred before this Service Contract was purchased. **“Failure”**: means a mechanical or electrical breakdown of Your Product rendering it unable to perform its intended function including defects in materials or workmanship and normal wear and tear; occurring during normal use of the Product. **“Original Purchase Price”**: means the amount paid by You for the Product shown on your receipt; excluding any applicable taxes and/or fees, as evidenced on Your sales receipt. **“Power Surge”**: means damage to the Product resulting from an oversupply of voltage to Your Product while properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL); but not including damages resulting from the improper installation or improper connection of the Product to a power source. **“Retailer”**: means the seller that has been authorized by Us to sell this Service Contract to You. **“Service Contract Term”** means the time during which this Service Contract is in effect, begins on the date of Product purchase or delivery (if different from Product purchase date), and continues for the Term shown on Your sales receipt. **“We”, “Us”, “Our”**: means the party or parties obligated to provide service under this Service Contract as the service contract provider, Guardsman US LLC 2200 Highway 121, Ste. 100; Bedford TX, 76021 (In Florida the Obligor is: WCPS of Florida, Inc. (License No. 80202). 2200 Highway 121, Ste. 100; Bedford TX 76021). **“You”, “Your”**: means the purchaser/owner of the Product(s) covered by this Service Contract.

Please contact the Administrator if You have any questions about this Service Contract.

TERRITORY

THIS SERVICE CONTRACT IS VALID AND ELIGIBLE FOR PURCHASE IN THE FOLLOWING JURISDICTIONS ONLY: the contiguous United States, plus Alaska and Hawaii. **(NOTICE: all outlying U.S. territories, including but not limited to Puerto Rico, and all Canadian provinces/territories are expressly EXCLUDED.)**

PRODUCT ELIGIBILITY

- A. For Gear Shield™ New Product Plan:** This Service Contract covers Products purchased as new or factory-refurbished and made for use in the United States; it also covers accessories and external peripheral devices that attach to Your Product and are included in the purchase price. Only Products that include a manufacturer’s warranty valid in the United States providing minimum coverage of at least ninety (90) days parts and labor at the time of purchase are covered. If Your Product is covered under any other insurance warranty, guarantee and/or service contract providing the same benefits as outlined herein, there is no coverage under this Contract.
- B. For Gear Shield™ New Product Plan with Replacement Coverage:** The Gear Shield™ Plan Replacement Coverage is limited to one (1) replacement for Products with an Original Purchase Price of less than \$500 and does not cover any servicing trip.
- C. For Gear Shield™ Used Gear Extension Plan:** This Service Contract covers certain Used Products purchased from a Sam Ash Retailer. It does not cover accessories, external peripheral devices and/or add-on items that attach to Your Product and does not cover Used Products covered under any other any other insurance warranty, guarantee, and/or service contract providing the same benefits as outlined in this Contract. The Service Contract Term for a Used Product will not exceed twelve (12) months from date of Used Product purchase or delivery (if different form purchase date).

YOUR RESPONSIBILITIES

PRODUCT PROTECTION: Be sure to properly store and operate Your Covered Product in accordance with the manufacturer’s warranty and /or owner’s manual at all times. If You suspect damage or breakdown of Your Equipment, You should promptly take reasonable precautions in order to protect against further damage. **Any Claim determined to be a result of neglect, negligence, misuse, or abuse (as defined in the EXCLUSIONS section of this Contract) of or to the Covered Product is NOT covered under this Contract.**

MAINTENANCE AND INSPECTIONS: If specified in the Products manufacturer’s warranty, assembly and/or owner’s manual, You must perform all of the care, maintenance and inspections for the Equipment as indicated. You may be required to provide proof of

fulfillment of such maintenance, care and/or inspections services at the time of Claim. **Any Claim determined to be a result of Your lack of compliance with the Equipment manufacturer's warranty, assembly and/or owner's manual will NOT be covered under this Contract.**

WHAT IS COVERED – GENERAL

During the Service Contract Term, We will provide the services outlined in the BASE PLAN COVERAGE section below for covered claims. Any and all parts or units replaced under this Service Contract become Our property in their entirety. If you need service under Your Plan, please first contact the Administrator. The Administrator will make arrangements with a Sam Ash Retailer closest to Your location for the exchange of Your Product (or its defective component), a replacement product, or a gift certificate up to Your Original Purchase Price (as defined), will arrange for repairs by an authorized service provider, and will provide You with further instructions for obtaining service on Your Product. Technological advances may result in a replacement product with a lower selling price than Your original Product and no refunds will be made based on the replacement product cost difference.

BASE PLAN COVERAGE

A. Gear Shield™ New Product Plan: if You purchased the Gear Shield™ New Product Plan (“Your Plan”), in the event of a covered claim We will furnish labor and/or parts required to repair the Failure of Your Product, or at Our sole discretion, replacement of Your originally covered Product in lieu of repair. Coverage for parts and labor begins upon the expiration of the manufacturer's coverage and ends on the last day of the Service Contract Term. Coverage of Failures from Power Surge begins on the first day of the Service Contract Term.

Additionally, Your Plan comes with a special inclusion of the following items typically excluded from most Product manufacturer warranties:

1. *Coverage for the following accessories, external peripheral devices and/or add-on items that attach to Your Product:* built-in speakers on combo amplifiers, recorders, and keyboards, recording heads, potentiometers, internal wiring and circuitry, motors, drum triggers, keyboard sensors, motors, transport mechanisms, diaphragms, factory-programmed sounds and effects; and
2. *Shipping costs* (when applicable and associated with the shipment of Your Product to the service center and back to You) within the continental United States.
3. **NO LEMON GUARANTEE:** if a covered Product has two (2) service repairs; which first began after the manufacturer's warranty period had expired (“Qualifying Service Repairs”), covered under this Service Contract completed for the same problem and a third (3rd) covered repair is required for the same problem, as determined by Us, within any twelve (12) month period, We will replace that covered Product with a product of like kind and quality, but not necessarily same brand; subject to the LIMIT OF LIABILITY and WHAT IS NOT COVERED sections. We reserve the right to issue a voucher for the Original Purchase Price of the Product (excluding any taxes or fees).
4. **REPAIR OF WOOD CRACKS:** for Products made of wood, Your Plan provides labor and/or materials required to repair cracks or breaks resulting from normal wear and tear including heat and humidity, or replacement in lieu of such repair at Our sole discretion. **NOTE: Any damage resulting from physical impact of or with the Product is not covered.**
5. **WORLDWIDE SERVICE:** Worldwide Service provides additional coverage for Your Product during travel overseas. If Your product needs repair overseas, You can e-mail the Administrator at internationalsupport@amyntagroup.com, log onto www.MyProtectionPlan360.com or call collect 1-817-571-7931 to initiate the Worldwide Service claim authorization process. When You receive authorization for repairs, You will also receive further instructions on how to obtain service for Your Product; including the following actions for which You are responsible:
 - a) Transportation (including any associated shipping costs) of the Product to a service center designated by the Administrator;
 - b) Communication of the servicer's report and cost estimate to the Administrator; and
 - c) Submission of initial payment to the servicer, and then documentation to the Administrator for such payment (including a copy of the servicer's invoice identifying Your Product with a description of the services performed, and Your initial claim authorization number provided by the Administrator).

Important - We are not liable for freight charges or damage due to improper packaging by You or Your representative.

B. Gear Shield™ New Product Plan with Replacement Coverage: If You purchased the Gear Shield™ New Product Plan with Replacement Coverage (“Your Plan”), in the event of a covered claim Your Plan provides replacement of Your originally covered Product, or at Our sole discretion, reimbursement for the cost of replacement (up to the Original Purchase Price).

1. *Additionally, Your Plan comes with a special inclusion of coverage for the following accessories, external peripheral devices and/or add-on items that attach to Your Product which are typically excluded from most Product manufacturer warranties:* built-in speakers on combo amplifiers, recorders, and keyboards, recording heads, potentiometers, internal wiring and circuitry, motors, drum triggers, keyboard sensors, motors, transport mechanisms, diaphragms, factory-programmed sounds and effects.
2. *Repair of Wood Cracks:* for Products made of wood, Your Plan provides labor and/or materials required to repair cracks or breaks resulting from normal wear and tear including heat and humidity, or replacement in lieu of such repair at Our sole discretion. **NOTE: Any damage resulting from physical impact of or with the Product is not covered.**

SERVICE CONTRACT TERM – EFFECTIVE DATE OF COVERAGE: Coverage under the **Gear Shield™ New Product Plan with Replacement Coverage** begins on the first day of the Service Contract Term and ends on the last day of the Service Contract term without regard to the manufacturer's warranty period

NOTICE ABOUT REPLACEMENTS: Under Your Plan, every reasonable effort will be made to provide replacement of Your originally covered Product with one of the same brand/features; however, We may provide a replacement product that is not the same if a replacement of the Product is unavailable (at Our discretion). When applicable, replacement will be provided for modular components on the Product instead of the entire Product; such as self-contained modules, units and components (i.e. power adapters, controllers, earphones, remotes controls, keys on brass and wind instruments, etc.) Replacement products will include a manufacturer's

warranty, and although replacement products are ineligible for continued coverage under Your original Service Contract Term, You will have the opportunity to purchase a new Service Contract if the replacement product is eligible. NOTE: If Your Product is replaced, then this Service Contract is considered fulfilled and coverage ends.

C. Gear Shield™ Used Gear Extension Plan: If You purchased the Gear Shield™ Used Gear Extension Plan (“Your Plan”), in the event of a covered Failure Your Plan provides labor and/or parts required to repair Your Used Product, or at Our sole discretion, replacement of Your originally covered Product in lieu of repair or reimbursement for the cost of a replacement (up to the Original Purchase Price of Your Used Product). Although replacement products are ineligible for continued coverage under Your original Service Contract, You will have the opportunity to purchase a new Service Contract if the replacement product is eligible. PLEASE NOTE: If Your Product is replaced, then this Service Contract is considered fulfilled and coverage ends.

1. **Repair of Wood Cracks:** for Products made of wood, Your Plan provides labor and/or materials required to repair cracks or breaks resulting from normal wear and tear including heat and humidity, or replacement in lieu of such repair at Our sole discretion. **NOTE: Any damage resulting from physical impact of or with the Product is not covered.**

SERVICE CONTRACT TERM – EFFECTIVE DATE OF COVERAGE: Under Your Plan, coverage for a Failure (as defined) or wooden Product cracks/breakage begins AFTER A THIRTY (30) DAY WAITING PERIOD from the date of Product purchase or delivery (if different from Product purchase date), and continues for the Service Contract Term.

SPECIAL PLANS – PROVIDED SEPARATELY BY/THROUGH YOUR SAM ASH RETAILER*
*(*Available with Certain Guitar and Cymbal Products ONLY)*

Guitar Setup Plan: The Guitar Setup Plan entitles You to free adjustments of the neck, action, and intonation of Your covered guitar Product for two (2) years after the purchase date of Your covered Product. Coverage is limited to four (4) set-ups per consecutive twelve (12) months; all of which must be performed at a Sam Ash Retailer. To initiate service under this Special Plan, contact Your Sam Ash Retailer at (516) 932-6400 between 9 a.m. and 5 p.m., Monday through Friday.

IMPORTANT: You are responsible for costs associated with any strings and/or additional parts that may be required during such setup. You are also responsible for transporting Your covered guitar Product to and from the Sam Ash Retailer.

THE GUITAR SETUP PLAN IS A SEPARATE BENEFIT PROVIDED EXCLUSIVELY BY YOUR SAM ASH RETAILER AND IS NOT A PART OF THIS SERVICE CONTRACT THAT IS PROVIDED BY US. (OBLIGOR). WE ARE NOT RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE GUITAR SETUP PLAN PROVIDED BY THE SAM ASH RETAILER.

Cymbal Replacement Plan: The Cymbal Replacement Plan entitles You to one (1) cymbal replacement in the event it becomes cracked or broken during the course of regular use by You for twelve (12) months after expiration of Your cymbal Product’s manufacturer’s warranty.

IMPORTANT: You are responsible for packaging and shipping costs associated with the shipment of Your defective cymbal Product to the applicable manufacturer’s address listed below; freight prepaid, in a box or other suitable package, with a copy of Your original sales receipt/invoice for the cymbal purchase. PLEASE DO NOT RETURN DAMAGED CYMBALS TO ANY SAM ASH RETAILER, TO THE ADMINISTRATOR OR TO US UNDER ANY CIRCUMSTANCES.

THE CYMBAL REPLACEMENT PLAN IS A SEPARATE BENEFIT PROVIDED EXCLUSIVELY THROUGH YOUR SAM ASH RETAILER, AND IS NOT A PART OF THIS SERVICE CONTRACT THAT IS PROVIDED BY GUARDSMAN US LLC (OBLIGOR). WE ARE NOT RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE CYMBAL REPLACEMENT PLAN PROVIDED BY THE SAM ASH RETAILER.

HOW TO PROCESS YOUR CYMBAL WARRANTY CLAIM

<p>If you are returning a Sabian cymbal, you must: Call 800-817-2242, ask for Warranty Service Obtain an RA (return authorization) number. Carefully package and ship the cymbal (with a copy of your receipt and this contract) to: Sabian Inc. 91 Airport Drive Houlton, ME 04730 RA #</p>	<p>If you are returning a Zildjian cymbal, you must: Call 781-871-2200, ask for Customer Service Obtain an RA (return authorization) number. Carefully package and ship the cymbal (with a copy of your receipt and this contract) to: Avedis Zildjian Company 22 Longwater Drive Norwell, MA02061 RA #</p>	<p>If you are returning a Paiste cymbal, you must: Call 714-529-2222, ask for Customer Service Obtain an RA (return authorization) number. Carefully package and ship the cymbal (with a copy of your receipt and this contract) to: Paiste America 460 Atlas Street Brea, CA 92821 RA #</p>	<p>If you are returning a Wuhan cymbal, you must: No RA is necessary Carefully package and ship the cymbal (with a copy of your receipt and this contract) to: Universal Percussion 1431 Heck Rd. Columbiana, Oh. 44408</p>	<p>If you are returning a Meinl cymbal, you must: Call 1-877-88-MEINL, ask for Garrett Davidson Obtain an RA (return authorization) number. Carefully package and ship the cymbal (with a copy of your receipt and this contract) to: Meinl USA 3427 Ambrose Avenue Nashville TN 37207 RA #</p>
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- D. Items shipped back without the RA number clearly notated will be refused (except for Wuhan).
- E. Approximate turnaround time for a replacement is 3 to 5 weeks.
- F. Cymbals that do not meet the warranty guidelines will be returned to you.

Please remember to: Enclose copies of all necessary paperwork such as Sales Receipts, Extended Service Plans, Etc. Cymbals returned with incomplete or improper paperwork cannot be processed! Also, please use a "magic marker" or piece of tape to highlight the area of the cymbal that is damaged.

**If You have any questions concerning this Cymbal Replacement Plan,
Please contact Sam Ash directly at (800) 472-6274 (Monday – Friday, 9 A.M. – 5 P.M.)**

SPECIAL EXCLUSIONS FOR THE CYMBAL REPLACEMENT PLAN ONLY: REPAIR OR REPLACEMENT OF A CYMBAL THAT WAS DAMAGED THROUGH INTENTIONAL ABUSE, ALTERATION, BENDING, LIGHTNING, FIRE OR EXCESSIVE HEAT OR CHEMICAL DAMAGE.

DEDUCTIBLE

There is no deductible required to obtain service for Your Product.

IF YOUR PRODUCT NEEDS SERVICE

Except for the "Guitar Setup Plan" and the "Cymbal Replacement Plan" separate Special Plans provided by/through Your Sam Ash Retailer, if You need to file a claim under this Service Contract, You must contact the Administrator to obtain a claim authorization number prior to having any repairs made to Your Product. For fast service, log onto www.MyProtectionPlan360.com or call the Administrator with Your proof of Product purchase (sales receipt) readily available. Do not return Your Product to Your Retailer unless so instructed by the Administrator, and if instructed to do so, a copy of Your sales receipt and a brief written description of the problem must accompany Your Product. NOTE: We are not liable for freight charges or damage due to improper packaging by You or Your representative. THIS SERVICE CONTRACT MAY PROVIDE NO COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS. When You receive authorization for Your claim, You will also receive further instructions on how to obtain service for Your Product. In the event Your Service Contract expires during the time of an approved claim, this Service Contract is extended until the claim has been fulfilled. PLEASE DO NOT CALL FOR "GUITAR SETUP" OR "CYMBAL REPLACEMENT" SERVICE. CONTACT YOUR SAM ASH RETAILER FOR ASSISTANCE REGARDING THESE SPECIAL PLANS PROVIDED SEPARATELY BY/THROUGH YOUR SAM ASH RETAILER AND NOT PART OF THIS SERVICE CONTRACT.

IMPORTANT PRODUCT INFORMATION

If Your Product is exchanged by the manufacturer or Retailer, You should advise the Administrator as soon as practicable the make, model, and serial number of the exchanged product. You can do this by either calling the Administrator at 1-888-427-7676, or by writing to the Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: Data Entry. Please note that in the event of such exchange, the Term of Your originally purchased Service Contract remains in effect and does not automatically extend.

LIMIT OF LIABILITY

The total amount that We will pay for services in connection with all Claims pursuant to this Service Contract is up to the Product Purchase Price shown on Your Product Purchase Receipt excluding taxes/fees and less any previous Claims paid by Us. Once the cumulative amount that We have paid – whether for repair services (including labor), parts and/or components, entire product replacement, or reimbursement – has reached the Product Purchase Price shown on Your Contract Purchase Receipt and/or Product Purchase Receipt amount, Our obligations will be considered fulfilled in their entirety and coverage under Your Contract ends (regardless of whether or not there is remaining time under Your originally purchased Contract Term).

IN ADDITION TO THAT WHICH IS NOTED ABOVE, NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME, LOST DATA, OR LOST INCOME/WAGES RESULTING FROM THE FAILURE OF OR DAMAGE TO ANY COVERED PRODUCT OR COMPONENT THEREOF, REGARDLESS OF WHETHER SUCH FAILURE OR DAMAGE IS COVERED UNDER THE PROVISIONS OF THIS CONTRACT, OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR OR REPLACEMENT PARTS/COMPONENTS/ITEMS OR INABILITY TO PROVIDE EXACT MATCH REPLACEMENT, OR FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS.

WHAT IS NOT COVERED (GENERAL EXCLUSIONS)

AS RELATED AND APPLICABLE TO YOUR COVERED PRODUCT(S), THIS SERVICE CONTRACT DOES NOT COVER ANY FAILURE, LOSS, REPAIRS OR DAMAGE IN CONNECTION WITH OR RESULTING FROM: Pre-Existing Conditions, as defined, incurred or known to You; improper packaging and/or transportation by You or Your representative resulting in damage to the Product while it is in transit, including improperly securing the Product during transportation; improper installation of components or peripherals by You or persons not previously authorized by Us; unauthorized repairs or modifications; improper use of electrical/power supply; loss of power; dropped Product; collision with another object; any result of a malfunction or damage of an operating part from failure to provide manufacturer's recommended maintenance; transportation damage; damage to outside casing, cabinetry or frame of Product (except as explicitly stated under the "Repair of Wood Cracks" benefit); attachments; theft or mysterious disappearance; abuse, misuse, neglect, vandalism or malicious mischief; accidents, collapse or explosion; bending or dropping; water or other liquids; spillage of any kind; environmental conditions including, but not limited to: fire, floods, smoke, sand, dirt, lightning, water damage, freezes, storms, wind or windstorm, hail, earthquake, or exposure to weather conditions); vehicles, aircraft, interruption of gas or electrical service, riot, nuclear radiation, war or hostile action, radioactive contamination; intentional or accidental damage by third parties; accidental or intentional physical damage; software and software related problems; losses on any component(s) never covered by a manufacturer's warranty; any damage to recording media including any program, data or setup resident on any mass storage devices such as hard drives, CD-ROM devices, floppy diskettes, tape drives or tape backups as a result of the malfunctioning or damage of an operating part;

reception and transmission problems resulting from external causes; any repair covered by a manufacturer's warranty (except Gear Shield™ New Product Plan with Replacement Coverage); recall or rework, regardless of the manufacturer's ability to pay for such repairs; damage resulting from computer viruses; television or personal computer monitor screen imperfections including burned-in phosphor in CRTs or for any other reason; including adjustments or modifications made by anyone other than an authorized service technician; covered products with removed or altered serial numbers; consumer replaceable items such as bulbs, tubes, batteries, strings, drum heads, or drum sticks; removal and reinstallation of an internal component not performed by a factory authorized service center; damage caused by any repair personnel or any owner, employee or third party; design deficiency; Cosmetic Damage, as defined; cables, cords, wiring, keypads, switches and connectors; component(s) never covered by a manufacturer's warranty; damage, warping or rusting of any kind in the housing, case or frame of the product or any non-operating part, including but not limited to plastic, or decorative parts; wood cracks for wooden products, although wooden components will not be replaced, wood cracks will be repaired under this Service Contract; loss of data or for loss of use during the period the covered product is at a repair facility or otherwise awaiting parts; equipment (or components thereof) intended for Commercial Use (as defined); liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; and any service performed outside of the United States of America, its territories, or Canada.

IF YOUR PRODUCT EXPERIENCES AN OCCURRENCE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION, OR IN THE EVENT OF A SERVICE INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM OUR AUTHORIZED SERVICER, THEN YOU ARE RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE; INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS SERVICE CONTRACT DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO YOUR COVERED PRODUCT. IF YOUR COVERED PRODUCT EXPERIENCES A FAILURE OR DAMAGE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION OR IN THE EVENT THAT NO COVERED FAILURE OR DAMAGE IS FOUND, THEN YOU ARE RESPONSIBLE FOR ALL REPAIR COSTS AND THE COST OF ON-SITE SERVICE.

OUR RIGHT TO RECOVER PAYMENT

If You have a right to recover against another party for anything, We have paid under this Service Contract, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

CANCELLATION

You may cancel this Service Contract at any time by informing the Administrator in writing of Your cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Service Contract only.

IF YOU CANCEL THIS CONTRACT:

1. If such request is within 30 days of the purchase of this Service Contract, You will receive a 100% refund of the Service Contract purchase price paid by You, less any claims paid by Us (except in Georgia, Missouri, & Nevada where Claims deduction is prohibited). If Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.
2. If such request is made after 30 days of the purchase date of this Service Contract, You will receive a pro-rata refund based on 100% of the Service Contract Original Purchase Price paid by You, less any claims paid by Us except in Georgia, Missouri, & Nevada where Claims deduction is prohibited), and less an administrative fee not to exceed 10% of the Service Contract purchase price or \$25.00; whichever is less. In no event will any imposed administrative fee exceed twenty-five dollars (\$25.00). If Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.

WE MAY ONLY CANCEL THIS CONTRACT FOR:

1. Non-payment of the Service Contract fee by You;
2. Material misrepresentation by You to Us; or
3. Substantial breach of duties by You under this Service Contract in relation to the covered Product or its use.

If We cancel this Service Contract, We must provide written notice to You at least 15 days (30 days in Georgia) (21 in Washington State) prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as necessary), with the reason for and effective date of such cancellation. If We cancel this Service Contract, You will receive a refund based upon the same criteria as outlined above.

GUARANTEE

This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Service Contract. Should We fail to pay any claim or fail to repair or replace the Product covered under this Service Contract within sixty (60) days after the claim has been submitted, or in the event You cancel this Service Contract, and We fail to refund any unearned portion of the Service Contract price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

GENERAL PROVISIONS

- 1. Waiver; Severability.** The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
- 2. Notices.** You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You provide Us. All notices or requests pertaining to this Contract will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to You by email or fax number that You provided to Us, or three (3) days after mailing to the street address You provided.

RENEWABILITY

If You wish to renew coverage under this Service Contract, please contact the Administrator prior to the expiration of Your current Term to initiate Our renewal process. *Renewability is determined at Our sole discretion and may not be available.*

TRANSFERABILITY

If You wish to transfer coverage under this Service Contract to a different owner, please contact the Administrator to initiate Our transfer process. *Transferability is determined at Our sole discretion and may not be available. The CANCELLATION provisions apply to the original purchaser of this Service Contract only.*

DISPUTE RESOLUTION

Any dispute or claim relating in any way to Your purchase or use of this Service Contract will be resolved by binding arbitration, rather than in court, except that You may assert claims in small claims court if Your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the Terms and Conditions of this Service Contract as a court would.

To begin an arbitration proceeding, You must send a letter requesting arbitration and describing Your claim to Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: Legal Dept. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, We will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where You live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration **we each waive any right to a jury trial.**

APPLICABLE LAW

By purchasing this Service Contract, You agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Texas, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that might arise between You and Us.

ENTIRE AGREEMENT

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your sales receipt, constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

SPECIAL STATE REQUIREMENTS

Regulation of Service Contracts may vary widely from state to state. Any provision within this Service Contract which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Contract was purchased in one of the following states and supersede any other provision within Your Service Contract terms and conditions to the contrary.

Alabama: HOW TO FILE A CLAIM – If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-888-427-7676 or by visiting www.MyProtectionPlan360.com/. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com/ any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. Arbitration is non-binding in the state of Alabama. Arbitration proceeding shall be conducted in the county in which the consumer resides.

Arizona: CANCELLATION is amended as follows: If a cancellation fee is applicable, it will not exceed ten percent (10%) or twenty five dollars (\$25), whichever is less, of the gross amount paid for the Service Contract and only applies to cancellations by the contract holder after 30 days. **LIMIT OF LIABILITY** is amended as follows: in addition to that which is noted above, neither we nor the administrator nor the retailer shall be liable for any incidental or consequential

damages; including but not limited to: property damage, lost time, lost data, or lost income/wages resulting from the failure of or damage to any covered product or component thereof, regardless of whether such failure or damage is covered under the provisions of this contract, or from delays in service or the inability to render service, or resulting from the unavailability of repair or replacement parts/components/items or inability to provide exact match replacement, or if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate; including any inherent product flaws. **WHAT IS NOT COVERED (GENERAL EXCLUSIONS)** - We shall not provide coverage only for those specifically listed items in the "**WHAT IS NOT COVERED (GENERAL EXCLUSIONS)**" section which occurred while owned by You. "Pre-existing conditions" definition is amended to include: may not be excluded if such conditions were known or should reasonably have been known to Us or the Retailer. The Dispute Resolution Provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about process, You may contact the Arizona Department of Insurance and Financial Institutions (DIFI) at 100 North 15th Avenue, Suite 261, Phoenix, AZ 85007-2630, ATTN: Consumer Affairs.

Arkansas: HOW TO FILE A CLAIM – If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-888-427-7676 or by visiting www.MyProtectionPlan360.com/. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com/ any time. Failure to obtain prior authorization may result in non-payment.

California: Guardsman Industries, LLC (License No. SA-83) is the Service Contract Administrator and Obligor for this Service Contract. **CANCELLATION** is amended as follows: This Service Contract may be cancelled by the Service Contract Holder for any reason, including, but not limited to, the Device covered under this Service Contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Contract, and Your cancellation notice is received by the Administrator within sixty (60) days of the date You received the Service Contract and no claims have been paid, You will be refunded the full Service Contract price. If You have made claims against the Service Contract or cancellation notice is received by the Administrator after sixty (60) days of the date You received the Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any claims paid.

Connecticut: This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, 1-888-727-7676 and You. In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty Service Contract. **GUARANTY** is amended as follows: If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, file a claim against the insurer, Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038, by calling 1-866-505-4048. **CANCELLATION** is amended as follows: This Service Contract may be cancelled by the Service Contract Holder if the Device covered under this Service Contract is returned, sold, lost, stolen or destroyed.

Florida: This Service Contract is between the Provider, WCPS of Florida, Inc. (License No. 80202) and You, the purchaser. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation. **CANCELLATION** is deleted and replaced with the following: You may cancel Your Service Contract by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Contract is canceled by You, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Contract is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf.

Georgia: **CANCELLATION** is amended as follows: In no event will any claims incurred or paid be deducted from any refund and if applicable, in cases where the original retailer closed, is out of business or You (contract holder) have moved out of the retailer's normal delivery area. The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. If the Provider cancels, the Provider must provide 30 days written notice of cancellation. If this Contract is cancelled by the Provider, no cancellation fees will apply. If this Contract is canceled by the Holder after thirty (30) days, an administrative fee of ten (10%) percent of the pro-rata refund amount or twenty five (\$25) dollars, whichever is less will be charged. If the purchase of this Contract was financed, the lienholder may only cancel this Contract for non-payment if they hold a power of attorney. **WHAT IS NOT COVERED (GENERAL EXCLUSIONS)** – Only unauthorized product repairs modifications or alterations performed after the effective date of the Service Contract are excluded. **PRE-EXISTING CONDITIONS** – The "Pre-existing Condition:" definition is deleted and replaced with conditions that were caused by You or known by You prior to purchasing this Service Contract. Arbitration is non-binding in Georgia.

Illinois: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to defects in materials or workmanship, Power Surge event, or ADH event if applicable to Your Plan, after the effective date of this Service Contract. This Service Contract does not cover failures resulting from normal wear and tear.

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

Michigan: If performance of the Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

Nevada: **CANCELLATION** is amended as follows: In no event will any claims incurred or paid be deducted from any refund. We may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Agreement for nonpayment by You, fraud or material misrepresentation by You, or a substantial breach of duties by You relating to the covered property or its use if it occurred after the effective date of the service contract and it substantially and materially increased the service required under the service contract. If We cancel this Service Contract, You will be entitled to a pro-rata refund of the unearned Service Contract fee, no cancellation fee shall apply, and We shall mail a written notice to You at the last known address held by Us at least fifteen (15) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. If Your Service Contract was financed, the outstanding balance will be deducted from any refund. If You cancel this contract, We will refund any premium due to You within 45 days after you return the contract to Us. If We fail to issue a refund within 45 days we will pay 10% of the purchase price of the contract for each 30 day period the refund remains unpaid. **WHAT IS NOT COVERED (GENERAL EXCLUSIONS)**– This Contract provides coverage that is excess over any other applicable coverage. Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract, or damages arising from such actions are excluded. If Your service contract relates to goods that are essential to Your health and safety and the repair of such goods is covered under the terms and conditions of Your contract, You may request emergency service at any time by calling Us at 888-427-7676 or online at www.MyProtectionPlan360.com/. Any reference to 'administrative fee' with respect to cancellation is changed to 'cancellation fee'. If You are not satisfied with the manner in which We are handling Your claim, You may contact the Nevada Insurance Commissioner by use of the toll-free telephone number of the Insurance Division, (888) 872-3234.

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

New Mexico: GUARANTY is amended to include: This service contract is insured by Wesco Insurance Company. If the service contract provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to Wesco Insurance Company at 866-505-4048, regulatorycompliance@amtrustgroup.com, or 59 Maiden Lane, New York, NY 10038. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674. **CANCELLATION** is amended as follows: We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for the following acts by the Contract Holder: Non-payment; discovery of fraud or material misrepresentation by the Contract Holder in obtaining the Service Contract or in presenting a claim; or discovery of either of the following if it occurred after the effective date of the Service Contract and substantially and materially increased the service required under the Service Contract: an act or omission; or a violation of any condition of the Service Contract.

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

Oklahoma: The Service Warranty Association is Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, 1-888-427-7676, Oklahoma Identification #507496076. This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** is deleted and replaced with the following: You may cancel Your Service Contract at any time by informing Us or the Administrator. If You cancel this Service Contract within the first thirty (30) days and no Claim has been authorized or paid within the first thirty (30) days, We will refund the entire Service Contract purchase price. If You cancel this Service Contract after the first thirty (30) days, or have made a Claim within the first thirty (30) days, return of the Provider fee shall be based upon one hundred percent (100%) of the unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract. If We cancel this Service Contract, return of unearned pro-rata Provider fee less the actual cost of any service provided under the Service Contract.

Oregon: This Service Contract is an agreement between the Obligor/Provider, Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, 1-888-427-7676 and You. **NOTICE:** If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. **IF YOUR PRODUCT NEEDS SERVICE** - If You need to file a Claim under this Service Contract, You must obtain authorization by calling the Administrator at 1-888-427-7676 or by visiting www.MyProtectionPlan360.com/. If You need authorization when the Administrator's office is closed, You may obtain prior authorization by visiting www.MyProtectionPlan360.com/ any time. Failure to obtain prior authorization may result in non-payment. **CANCELLATION** is amended to add: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. **NOTICE:** As used in the **"WHAT IS NOT COVERED (GENERAL EXCLUSIONS)"** section of this Contract, the word "data" refers to non-proprietary information. The Dispute Resolution is deleted and replaced as follows: If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Plan holder. Arbitration will take place under the laws will prevail unless it conflicts with the Federal Arbitration Act. Notwithstanding the foregoing, either party may bring an individual action in small claims court or trial by jury. This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. You agree that by entering into this Plan, You and We are each waiving the right to participate in a class action.

South Carolina: If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

Texas: The Administrator is Guardsman US LLC, Service Contract Administrator No. 731. If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. **CANCELLATION** section is amended as follows: You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract. If this Service Contract is cancelled within the first thirty (30) days, We will refund the entire Service Contract charge, less claims paid. If this Service Contract is cancelled after the first thirty (30) days, You will receive a pro-rata refund of the Service Contract price less claims paid. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of Your cancellation request to the Provider. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Contract is canceled. These provisions apply only to the original purchaser of the Service Contract.

Utah: The Provider/Obligor is Guardsman US LLC, 2200 Highway 121, Ste. 100, Bedford, TX 76021, 1-888-427-7676. This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. **GUARANTEE** is amended as follows: Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the Insurance Company. **CANCELLATION** – Is amended as follows: We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of contractual duties by You relating to the covered property or its use. If We cancel this Service Contract for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Service Contract for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation.

Virginia: If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

Washington: The State of Washington is the jurisdiction for any civil action in connection with this Contract. **WHAT IS NOT COVERED (GENERAL EXCLUSIONS)**– What is excluded from coverage is limited to that which is expressly stated under the **"WHAT IS NOT COVERED (GENERAL EXCLUSIONS)"** section of this Service Contract which occurred while owned by You. **GUARANTY** is amended to include: A contract holder is entitled to apply directly to Wesco Insurance Company, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048 for refund, payment or performance due.

Wisconsin: SPECIAL PLANS: Guitar Setup Plan is not available to Wisconsin residents. THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. All references to "Service Agreement/Agreement" are hereby deleted and replaced with "Service Contract". **CANCELLATION** is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator. If this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us. For Service Contracts canceled subsequent to the period stated above or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase

price paid, less claims paid. We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered. GUARANTY is deleted and replaced as follows: Our obligations under this Service Contract are insured under a Service Contract reimbursement insurance policy. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract purchase price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract. Unauthorized repairs may not be covered.

Wyoming: You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to you, or within ten (10) days if the Service Agreement was delivered to you at the time of sale. If you made no claim, the Service Agreement is void and the full purchase price will be refunded to you. The Administrator will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event Administrator cancels the Service Agreement, Administrator will mail a written notice to you at your last known address at least ten (10) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by you relating to the covered property or its use, or a substantial breach of your duties relating to the covered product or its use. Obligations under this Service Agreement are insured by: Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038.

***Log onto the Administrator's website at www.MyProtectionPlan360.com/ or
Call 1-888-427-7676 to obtain a copy of these terms & conditions.***