

FutureProof Protect

SERVICE CONTRACT Terms & Conditions

Administered by Warrantech Consumer Product Services, Inc. ♦ P.O. Box 1189 ♦ Bedford, TX 76095 ♦ Toll Free 1-888-255-3762

Thank You for purchasing the FutureProof Protect plan!

The information contained in this important terms and conditions document (the “Service Contract”, “Contract”) is intended to be Your guide in knowing what is covered and how coverage works under Your Contract. If You ever need assistance regarding Your Contract, contact the Administrator at any time!

For FAST Claim Service

Visit www.MyProtectionPlan360.com/amtprotect

Be sure to keep this Contract document and Your Contract Purchase Receipt together, as they will come in handy when You have a Claim!

Registration. In order to maximize Your experience with FutureProof Protect, visit www.MyProtectionPlan360.com/amtprotect and register Your Covered Devices under Your Contract. You can use this site anytime You need to change or update Your list of Covered Devices too.

Definitions. When You see the following capitalized words used throughout this Contract document, here’s what they mean:

- A) **“We”, “Us”, “Our”, “Obligor”, “Provider”:** the party or parties obligated to provide service under this Service Contract as the service agreement provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038 (In Florida: this Service Contract is an agreement between You and Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 43rd Floor, New York, New York, 10038).
- B) **“Administrator”:** the entity responsible for administering benefits to You in accordance with the Service Contract terms and conditions, Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095; 1-888-255-3762 (In Florida: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202).
- C) **“Seller Dealer Retailer”:** the party authorized by Us to sell this Service Contract to You.
- D) **“IT Servicer”:** an independent, third-party information technology (IT) specialist that is authorized by Us and directed by the Administrator to perform the services described under the “Additional Benefit Included in Your Contract” section.
- E) **“You”, “Your”, “Contract Holder”:** the purchaser of this Contract who is to receive the coverage provided hereunder.
- F) **“Household”:** Your residential dwelling at which the Covered Devices are permanently located, that meets the following criteria: (a) single family structure, including a condominium unit, duplex, and mobile and manufactured home (permanently affixed to a concrete foundation); and (b) solely intended for and used as a personal/residential dwelling. BUILDINGS USED IN A COMMERCIAL, BUSINESS, ENTERPRISE, OR EDUCATIONAL INSTITUTION CAPACITY ARE NOT COVERED.
- G) **“Contract Purchase Receipt”:** the document (paper or e-mail) provided to You as proof of Your Service Contract purchase that confirms Your Contract purchase date and other vital information.
- H) **“Term”:** the period of time in which the provisions of this Contract are valid, which is continuous in accordance with the “How Monthly Billing Feature Works” provision and subject to the “Limit of Liability” and “Cancellation” provisions).
- I) **“Service Contract Fee”:** the amount You are required to pay in order for the coverage under this Contract Holder to remain effective, as confirmed on Your Contract Purchase Receipt (excluding any applicable taxes and/or fees).
- J) **“Covered Device(s)”, “Device(s)”:** the electronic/digital equipment located within Your Household that meet the following criteria: (1) equipment is specifically listed under the “What is Covered – Specific Equipment” section; (2) equipment is fully operational and not damaged as of Your Contract purchase date (meaning, the item is properly located within Your Household, was correctly installed to any applicable code at the time of installation (as applicable to the equipment type), is fully connected and capable of successfully performing all functions as intended by the manufacturer); and (3) equipment is not covered under any other warranty, guarantee and/or service agreement providing the same benefits that this Contract provides.
- K) **“Failure”:** the mechanical or electrical breakdown of Your Covered Device that results in it no longer being able to perform its intended function properly as originally designed and intended, resulting from defects in materials or workmanship and/or normal wear and tear; as long as You have made sure that Your Covered Devices have been properly installed and that all routine maintenance services recommended by the manufacturer have been performed.
- L) **“Power Surge”:** damages to a Covered Device resulting from an oversupply of voltage 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 Covered Device to a power source.
- M) **“Waiting Period”:** the period of time starting on the Contract purchase date, through thirty (30) days thereafter, during which time no Claims are considered for coverage under this Contract.
- N) **“Claim”:** a demand for payment in accordance with this Contract sent by You.
- O) **“Deductible”:** the amount You are required to pay, per Claim, prior to receiving covered services under this Contract (if any).

Waiting Period. A one-time, thirty (30) day Waiting Period applies to Your coverage under this Contract. The Waiting Period starts on Your Contract purchase date and ends 30 days after. NO CLAIMS ARE CONSIDERED DURING THE WAITING PERIOD.

Your Responsibilities. There are a couple of things that You need to do in order to receive benefits from this Contract for covered Claims:

- **PRODUCT PROTECTION** – Be sure to properly store and operate Your Covered Device in accordance with the manufacturer’s warranty/ owner’s manual at all times. And, if Your Covered Device ever becomes damaged or You believe it has encountered a Failure, make sure You take reasonable precautions to protect against further damage.
- **MAINTENANCE AND INSPECTIONS** – Some items may require certain maintenance and/or inspection services as specified by the manufacturer. It is Your responsibility to ensure that all of the care, inspection, and maintenance services are performed to Your Covered Device in accordance with the manufacturer’s warranty/ owner’s manual.

MAKE SURE THAT THESE SERVICES ARE PERFORMED WHEN AND HOW THEY ARE REQUIRED. IF WE DETERMINE THAT DAMAGE OR FAILURE HAS OCCURRED AS A DIRECT RESULT OF NOT PERFORMING THESE SERVICES, ANY ASSOCIATED CLAIMS WILL NOT BE COVERED.

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Understanding Your Contract Term & When Coverage is Effective

Your Contract Term begins on Your Contract purchase date and continues for the Term period shown on Your Contract Purchase Receipt.

Benefits under Your Contract are available at different times; depending on when the event occurs (REMEMBER YOUR 30 DAY WAITING PERIOD) and whether Your Claim is: (a) a defined Failure that is still covered under its manufacturer's warranty; (b) a defined Failure that is no longer covered under its manufacturer's warranty because it has expired; or (c) a covered ADH occurrence (IF the ADH option was purchased by You).

1. **Coverage for a defined Power Surge event** starts on day 31 of Your Contract Term (from Contract purchase date) and continues for the remainder of Your Contract Term.
 - If You purchased the "ADH Coverage Upgrade", then coverage for a defined ADH event also starts on day 31 of Your Contract Term (from Contract purchase date) and continues for the remainder of Your Contract Term.
2. **Coverage for a defined Failure** of Your Device does not become effective until the shortest portion of the manufacturer's labor and/or parts warranty has expired.
 - Upon expiration of the shortest portion of the Device manufacturer's labor and/or parts warranty, coverage for a defined Failure becomes effective and continues for the remainder of Your Contract Term.

How Monthly Billing Feature Works

Your coverage will automatically continue each month as long as You pay Your Service Contract Fee on time (subject to the "LIMIT OF LIABILITY").

You must pay Your Service Contract Fee on time in order to remain eligible for coverage under this Contract.

- ANY CLAIM SUBMITTED DURING A TIME IN WHICH THERE ARE UNPAID SERVICE CONTRACT FEE CHARGES DUE FROM YOU IS NOT COVERED.
- ANY BREAKDOWN OR DAMAGE THAT OCCURS DURING A TIME IN WHICH THERE ARE UNPAID SERVICE CONTRACT FEE CHARGES DUE FROM YOU IS EXPRESSLY EXCLUDED.

Your monthly Service Contract Fee is subject to change, at Our discretion.

- In the event of change, We will make sure You receive written notice of the upcoming change details at Your current address in Our file (email or physical address as necessary) at least sixty (60) days prior to it taking effect.
- You then can either choose to pay the new monthly amount when due and have Your coverage continue, or call the Administrator and request cancellation. (Refer to the "CANCELLATION" section for full details of how to request cancellation.)

What is Covered – General

This Contract provides for the labor and/or parts necessary to repair Your Covered Device when You have a covered Claim. At Our sole discretion, You may be provided a replacement for – or reimbursement for a replacement of – Your original Covered Device in lieu of repair. See the "About Repairs", "About Replacements", and "About Reimbursements" bullets below for full details.

Each equipment category outlined in the "What is Covered – Specific Equipment" has its own Maximum Benefit Payable, which is shown below in each equipment type subsection.

- **About Repairs.** If Your original Device is eligible for repairs, parts used for repairs may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of Your original Covered Device.
- **About Replacements.** If We determine that Your original Device needs to be replaced, We will provide You with a replacement that is of equal features, functionality, and value based on the current fair market value of Your original Covered Device. Replacements may be used or factory-refurbished and may be a different brand, model or color from the original Covered Device. Additionally, please note that sometimes technological advances that are out of Our control may result in a replacement that has a lower selling price than Your original Covered Device, and this Contract does not provide any reimbursement for such a cost difference. Also know that any/all parts, components, or entire units that We provide replacement for will automatically become Our property.
- **About Reimbursements.** If We determine that providing You with reimbursement towards the replacement of Your original Covered Device is best, such reimbursement may come in the form of a check, Retailer credit or gift card, and the value of such will in no event exceed the current fair market value of Your original Covered Device.
- **No Duplication of Coverage during Manufacturer Warranty Period.** The benefits described in this Service Contract do not replace or provide duplicative benefits during any active manufacturer's warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Contract; regardless of the manufacturer's ability to fulfill its obligations.

ALL COVERAGE DESCRIBED IN THIS SERVICE CONTRACT IS EXPRESSLY SUBJECT TO THE "LIMIT OF LIABILITY" AND "EXCLUSIONS" PROVISIONS.
PLEASE REVIEW THESE SECTIONS CAREFULLY.

What is Covered – Specific Equipment

HOME ENTERTAINMENT SYSTEM

Maximum Benefit Payable: For any single Claim for any Covered Device from this category, the maximum amount that will be paid will not exceed the fair market value of the affected Device OR \$1,500 whichever is LESS.

Equipment Considered as 'Covered Devices' under this Category:

- Home audio systems plus speaker stands
- Televisions plus 3D glasses (including charger). Eligible TVs include LCD, LCD 3D, and LCD TV/DVD combos. (PLASMA TV'S ARE NOT COVERED)
- DLP projectors
- Projector screens
- Touch panels
- Blu-Ray, DVD
- Receivers (digital media and satellite)
- Digital video recorders (DVRs)
- Digital media streaming equipment

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HOME OFFICE EQUIPMENT

Maximum Benefit Payable: For any single Claim for any Covered Device from this category, the maximum amount that will be paid will not exceed the fair market value of the affected Device OR \$2,000 – *whichever is LESS.*

Equipment Considered as ‘Covered Devices’ under this Category:

- Desktop computers (including all-in-one computers with monitors)
- Document scanners
- Printers
- Wireless routers
- Wireless LAN adapters
- Surge protectors (UL approved)

PORTABLE ELECTRONICS

Maximum Benefit Payable: For any single Claim for any Covered Device from this category, the maximum amount that will be paid will not exceed the fair market value of the affected Device OR \$2,000 – *whichever is LESS.*

Equipment Considered as ‘Covered Devices’ under this Category:

- e-Readers (including associated docking stations)
- Laptops and notebooks*
- Tablets*
- Digital cameras (CAMERA ACCESSORIES ARE NOT COVERED)
- Digital media / MP3 players
- Satellite radio receivers
- Baby monitors

**NOTICE – MINIMUM OPERATING SYSTEM (“OS”) REQUIREMENTS: For laptops & notebooks, all PC equipment must be running Windows XP or newer OS; all Apple equipment must be running Mac OS X or newer OS; and all equipment running Linux OS must be the 2009 publication date or later; for tablets, all android tablets must be running OS 1.6 or newer, and all Apple tablets must be running iOS 6 or newer.*

GAMING EQUIPMENT

Maximum Benefit Payable: For any single Claim for any Covered Device from this category, the maximum amount that will be paid will not exceed the fair market value of the affected Device OR \$750 – *whichever is LESS.*

Equipment Considered as ‘Covered Devices’ under this Category:

- Gaming consoles plus 2 associated controllers (per gaming console)
- Virtual reality headsets

SMART EQUIPMENT & ACCESSORIES

Maximum Benefit Payable: For any single Claim for any Covered Device from this category, the maximum amount that will be paid will not exceed the fair market value of the affected Device OR \$1,000 – *whichever is LESS.*

NOTE: For security systems and equipment that have been professionally installed by another vendor and are subject to a separate service agreement, You must make every effort to obtain service under the vendor’s service agreement prior to submitting a Claim under this Contract. You may be required to provide documentation confirming a denial of service under any such vendor’s service agreement.

Equipment Considered as ‘Covered Devices’ under this Category:

- Smart thermostats
- Smart cameras
- Smart door locks
- Smart motion sensors
- Smart water sensors
- Smart smoke and carbon monoxide detectors
- Smart doorbells plus interfaces
- Smart hubs
- Smart switches
- Smart plugs and outlets
- Smart garage door controller and garage door automation systems
- Wearable smart devices

Additional Benefit for SMART EQUIPMENT & ACCESSORIES Covered Devices (only): This Contract includes an additional benefit that provides reimbursement for the costs associated with the professional installation of a replacement device for any of the specific Covered Devices listed directly above.

Maximum Benefit Payable for Installation Services: For any single Claim for any equipment from this category, the maximum amount that will be paid is \$75 OR the actual cost of such installation service – *whichever is LESS*, for no more than five (5) separate Covered Devices during any consecutive twelve (12) month period.

How to Receive Reimbursement for Installation Services: You will need to perform the following: (1) contact the Administrator to confirm coverage under Your Contract; (2) locate and arrange for Your own servicer to install the Covered Device; (3) submit a copy of the itemized invoice to the Administrator that includes description of the Covered Device that received the installation. You may file a Claim under this benefit for up to five (5) smart devices or accessories during the Term of this Contract during any consecutive twelve (12) month period.

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Additional Benefit Included in Your Contract. The following is an embedded feature of this Contract designed to help You navigate the world of connected living:

TECHNICAL SUPPORT: provides access to live troubleshooting support over the telephone or internet from Our authorized IT Servicers for Your Covered Devices. Types of Covered Devices that can receive technical support include, but are not limited to:

Flat panel TVs	Smartphones
Desktop computers	Modems/routers
Laptops/notebooks	Smart thermostats
Tablets	Wireless lighting (<i>such as hue lights</i>) (EXCLUDES BULBS)

Things to Know Upfront About "TECHNICAL SUPPORT". To receive service under this additional feature of Your Contract, You may be required to download and/or run certain software applications on Your Covered Device (and/or any equipment that may be connected to or used in connection with such Covered Device) as instructed by the IT Servicer. Such software applications can include remote access tools that allow the IT Servicer to remotely access Your Covered Device¹ through Your Household Wi-Fi or other wireless service connection².

1. Any equipment that is connected to/used in connection with the Covered Device, as well as its contents, would also be remotely accessible.
2. Data usage charges may apply; contact Your internet and/or wireless service carrier for full details regarding data charges and fees. ANY DATA CHARGES AND/OR FEES ARE YOUR RESPONSIBILITY AND ARE NOT COVERED UNDER THIS CONTRACT.

In some situations, the IT Servicer may be unable to service Your Covered Device without a particular specific item or software on the Covered Device, and You may need to purchase certain equipment and/or software in order for Your Covered Device to receive servicing from the IT Servicer. Under such circumstances, it is Your responsibility to pay for the cost of any such equipment or software; SUCH COSTS ARE NOT COVERED UNDER THIS CONTRACT.

ALWAYS ROUTINELY BACKUP YOUR DATA, FILES AND SOFTWARE THAT ARE STORED ON YOUR COVERED DEVICES.

THIS CONTRACT DOES NOT COVER

ANY LOSS, CORRUPTION OR ALTERATION OF ANY DATA, FILES OR SOFTWARE THAT ARE STORED ON YOUR COVERED DEVICES.

Your Consent. When You request service under this Technical Support feature You are providing Us, the Administrator, and the IT Servicer ("the Parties") express consent to troubleshoot Your Covered Device using remote access, software, applications and/or other industry standard means, execute, and apply any necessary changes to Your Covered Device. Furthermore, You are providing the Parties with acknowledgement and understanding that such actions and/or changes applied to Your Covered Device may be permanent and irreversible, and may result in subsequent changes to other equipment that is connected to/used in connection with the Covered Device as well as its contents.

What to Expect. First, call the Administrator toll-free at 1-888-255-3762 and explain the technical issue You are experiencing with Your Covered Device. Once the Administrator has verified Your coverage eligibility for Technical Support services, You will be transferred to an IT Servicer.

1. The IT Servicer will ask for the brand, model, version and serial number of Your Covered Device. *To make the most out of Your Technical Support services feature, be sure to provide all of this information to the IT Servicer.*
2. The IT Servicer will begin troubleshooting efforts for Your Covered Device.
3. In the event it is determined that Your Covered Device has experienced a covered Failure of its hardware, the IT Servicer and/or Administrator will work with You to set up the repair of Your Covered Device. *See the "Where Service Will be Performed" provision under the "Claims Process" section for additional information.*

What is NOT Covered under "TECHNICAL SUPPORT". The following apply in addition to that which are shown in the "General Exclusions (What is NOT Covered)" section further below: (A) any loss, corruption or alteration of any data, files or software that are stored on any Covered Device; or (B) any troubleshooting of issues with a Covered Device that is related to or a result of (i) over-the-air (OTA) updates to Covered Device operating systems, firmware, applications or software; (ii) any modification of OEM software (whether by You or by the OEM or OTA methods); (iii) installation of third-party software; (iv) non-OEM supported drivers; (v) installation of non-sanctioned applications or software; or (vi) any situation that requires consultation with a third-party network provider (such as a wireless service carrier).

Important Disclaimers for the Technical Support Additional Feature. Some technical problems that You encounter when using Your Covered Device may be the result of software or hardware errors that have not yet been resolved by the associated software/hardware manufacturers, developers, or vendors; in which case We may not be able to resolve the issue with Your Covered Device. Although We will ensure that all reasonable efforts are leveraged in order to provide Technical Support services to You, WE PROVIDE NO GUARANTEE THAT OUR IT SERVICERS WILL BE ABLE TO SUCCESSFULLY REPAIR OR RESOLVE ANY ISSUES THAT YOU ARE EXPERIENCING WITH ANY COVERED DEVICE.

In the event We are unable to provide for the resolution of an issue with Your Covered Device after making commercially reasonable efforts, We have the right to refuse to provide for additional services/actions as such relate to the issue with Your Covered Device. Additionally, Our IT Servicers, the Administrator, and We have the right to decline providing any Technical Support services if it is determined that appropriate data backup measures have not been taken or have been refused to be taken by You.

Neither We nor the Administrator nor any of Our IT Servicers are responsible for issues arising from the inability to obtain any necessary repairs, software 'patches', software 'bug fixes', hardware components or any other item that is necessary in order to resolve the issue with Your Covered Device from any hardware or software developer, manufacturer or vendors.

WE, AT OUR DISCRETION, RESERVE THE RIGHT TO CHANGE THE SCOPE OR EXTENT OF THIS TECHNICAL SUPPORT ADDITIONAL FEATURE AT ANY TIME AND FOR ANY REASON, INCLUDING ABUSE BY YOU, EXCESSIVE USE BY YOU, OR YOUR FAILURE TO PAY ANY DISCLOSED FEES/CHARGES IN RELATION TO TECHNICAL SUPPORT SERVICES. In the event of any change to the Technical Support additional feature provision, We will ensure that You are provided with notice at least thirty (30) days prior to the effective date of such change.

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Optional Coverage Upgrade – ADH (Accidental Damage from Handling)

When You select and purchase the “ADH” optional coverage, if Your Covered Device sustains accidental damage from handling; such as damage that results from dropping the Device, spilling liquid onto the Device, or in association with breaking of the Device’s screen, such will be considered eligible for coverage. See the “About Repairs”, “About Replacements”, and “About Reimbursements” bullets under the “What is Covered – General” section above for additional details. NOTE: ADH IS ONLY COVERED IF YOU SELECT THIS OPTIONAL COVERAGE AND IT IS CONFIRMED ON YOUR CONTRACT PURCHASE RECEIPT. ADH IS NOT COVERED FOR TVs.

Deductible

You are required to pay a Deductible charge of \$50 for each Claim filed under this Contract; which will be applied toward any covered portion of Your Claim.

- ★ *If Your Covered Device that has a fair market value of less than \$75 as of the date immediately prior to the Failure of Your Covered Device, You are required to pay a Deductible charge of \$25.*

Claims Process

Important Notice. In order for a Claim to be considered for coverage under the provisions of this Contract, *You have to contact the Administrator first.*

How to File a Claim. After You have taken reasonable precautions to ensure that further damage does not occur, You need to notify the Administrator as quickly as possible about the problem You are experiencing with Your Covered Device.

- ★ *TIP: Want to help expedite this process? Have Your Contract Purchase Receipt readily available when You contact the Administrator.*

FOR FAST CLAIM SERVICE GO ONLINE TO www.MyProtectionPlan360.com/amtprotect

Contact can be made 24/7.

What to Expect. First, You will be asked to thoroughly describe the problem You are experiencing, and You may be asked to provide the Administrator with additional information/documentation in order to validate Your Claim (*e.g. photographs*). After Your Claim has been authorized, the Administrator will collect Your Deductible payment, issue a repair order, and provide You with an overview of the next steps. You can also call toll free 1-888-255-3762.

Where Service will be Performed. The following is determined at the Administrator’s sole discretion; as deemed appropriate for the particular problem Your Device is experiencing and based on the explanation You have provided when initiating the Claim. All Claims submitted in accordance with this Contract are handled individually; the place of service provision that applies to one Claim may not necessarily apply to another Claim.

- 1. In-Home.** Servicing will be performed at Your residence, as long as You ensure there is accessibility to the impaired Covered Device, it is a non-threatening and safe environment, and there is an adult (age 18 or older) present the entire period of time that Our authorized servicer is scheduled for and located on Your property.
- 2. Depot.** Servicing will be performed at Our authorized depot facility. You make sure the impaired Covered Device gets there, and We will pay to ship the repaired Covered Device back to You!
- 3. Local Repair Facility/Carry-In.** Servicing will be performed at one of Our authorized repair locations near Your residence. You will need to plan on transporting Your impaired Covered Device to and from Our authorized repair location; however, in the event it is determined that Your Device needs to be shipped elsewhere for further servicing, We will pay for the shipping costs associated with that.

What Happens if Your Contract Term Expires in the Middle of an Approved Claim. In the event the Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of this Contract. *However, no new Claims will be considered after Your Contract Term expires.*

REMEMBER:

DO NOT OBTAIN SERVICES ON YOUR OWN WITHOUT SPECIFIC AUTHORIZATION OR DIRECTION FROM THE ADMINISTRATOR.
THIS CONTRACT PROVIDES NO COVERAGE FOR SERVICES THAT ARE NOT PRIOR AUTHORIZED BY THE ADMINISTRATOR.

Limit of Liability

There is no limit to the *number* of Claims that can be filed during Your Contract Term; only a maximum *amount* in which We will pay.

- **Per Claim Limit:** For any single Claim, the maximum amount that We will pay in association with a Covered Device varies based on its type, and is specified above under the *What is Covered – Specific Equipment* section above.
- **Aggregate Claim Annual Limit:** Cumulatively, the total amount We will pay during any consecutive twelve (12) month period for all Claims pursuant to this Contract will not exceed \$5,000. In the event this limit is reached, You are no longer eligible to receive any coverage under this Contract until twelve (12) months thereafter (subject to the RENEWABILITY and CANCELLATION provisions).

NEITHER WE NOR THE ADMINISTRATOR (THE “PARTIES”) ARE LIABLE FOR ANY DAMAGES THAT RESULT FROM AN INDEPENDENT CONTRACTOR’S SERVICE, DELAY IN PROVIDING SERVICE OR FAILURE TO PROVIDE SERVICE. THE PARTIES ARE NOT LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, AND/OR PUNITIVE DAMAGES, WHETHER CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE, AND YOU AGREE TO WAIVE ANY AND ALL CLAIMS FOR SUCH DAMAGES, ARISING FROM, RESULTING FROM OR RELATED TO ANY INDEPENDENT CONTRACTOR’S SERVICE, DELAY IN PROVIDING SERVICE OR FAILURE TO PROVIDE SERVICE, INCLUDING, BUT NOT LIMITED TO, DAMAGES,

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RESULTING FROM DELAYS IN SECURING PARTS AND/OR LABOR, THE FAILURE OF ANY EQUIPMENT USED BY AN INDEPENDENT CONTRACTOR, LABOR DIFFICULTIES, AND/OR THE NEGLIGENT, TORTUOUS AND/OR UNLAWFUL ACTS OR OMISSIONS OF ANY INDEPENDENT CONTRACTOR. THE PARTIES SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY COVERED DEVICE, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS, OR FOR ANY AND ALL FAILURES RESULTING FROM PRE-EXISTING CONDITIONS OR INHERENT PRODUCT DEFECTS KNOWN TO YOU PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT.

Exclusions (what is NOT covered)

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

- A) Any Claim submitted prior to the expiration of the Waiting Period;
- B) Any equipment that is NOT listed under the "What is Covered – Specific Equipment" section;
- C) Any secondary, incidental, or consequential damages including, but not limited to, loss of income, additional living expenses, restoration or repair of cabinetry, and/or any loss, damage, cost or expense directly or indirectly arising out of or resulting from mold, mildew, mycotoxins, fungus, bacteria, viruses, condensation, wet or dry rot and/or other property damage.
- D) Any repairs or replacements of any item covered by other insurance, warranties or guarantees, including but not limited to, manufacturer's, contractor's, builder's, distributor's, or home warranty. Our coverage is secondary to such insurance, warranties, or guarantees.
- E) Failure due to a pre-existing condition known to You ("pre-existing condition" refers to a condition that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Covered Device before this Contract was purchased, or is determined by Us to be a Failure or otherwise covered damage that occurred prior to the expiration of the Contract Waiting Period);
- F) Damage, malfunction or improper operation due to rust, corrosion, warping, bending, animal inhabitation or insect infestation of any Covered Devices.
- G) Any Claim for service to or replacement of the Covered Device that has not been prior authorized by the Administrator;
- H) Any Claim related to cosmetic damage (meaning damages or changes to the physical appearance of the Covered Device that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish or structural imperfections) when such do not impair the overall functionality of the Covered Device;
- I) Any Claim related to ADH (UNLESS THE "ADH" OPTIONAL COVERAGE UPGRADE HAS BEEN PURCHASED);
- J) Any Claim related to ADH for TVs, regardless of whether or not the "ADH" optional coverage upgrade has been purchased;
- K) Any Covered Device that has been confirmed by Our authorized servicer to have removed or altered serial numbers;
- L) Any loss, damage or breakdown resulting from fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;
- M) Any Covered Device that has been confirmed to be used in a business, enterprise, or educational institution capacity or any Covered Device that was manufactured for commercial use;
- N) Damage resulting from intentional treatment/use of or to the Covered Device in a harmful, injurious, malicious or offensive manner, or neglect, negligence, misuse, malicious mischief of or to the Covered Device;
- O) Any loss or damage to the Covered Device resulting from theft, unforeseen disappearance (loss) or vandalism of or to the Covered Device;
- P) Any damage or breakdown due to operating the Covered Device outside the manufacturer operational or environmental specifications;
- Q) Any items that are consumable and designed to be replaced over time throughout the life of the Covered Device; including, but not limited to: fuses, batteries, bulbs, and connectors;
- R) Any Failure or damage due to improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;
- S) Any motorized or power operated ground and aerial vehicles, including, but not limited to drones and radio controlled devices and any equipment mounted on such devices (including, but not limited to cameras);
- T) Any costs associated with periodic or preventative maintenance;
- U) Any Failure or damage due to lack of providing manufacturer's recommended maintenance or operation/storage of the Covered Device in conditions outside manufacturer specifications, or use of the Covered Device in such a manner as would be voidable coverage under the manufacturer's warranty, or use of the Covered Device in a manner inconsistent with its design or manufacturer specifications;
- V) Any costs associated with adjustment, manipulation, modification, removal or unauthorized repairs of any Covered Device or component/part thereof performed by anyone other than a service center/technician authorized by the Administrator;
- W) Repair, replacement, installation, or modification of any component or part thereof, that has been, or is, determined to be defective by the Consumer Device Safety Commission or any kind of manufacturer recall or rework order on the Covered Device, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs ; or
- X) Service or replacement outside of the United States of America, its territories, or Canada.

IF THE ADMINISTRATOR AUTHORIZES SERVICE FOR A CLAIM ON YOUR COVERED DEVICE, AND IT IS THEN DETERMINED BY OUR AUTHORIZED SERVICE CENTER/TECHNICIAN TO BE EXCLUDED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT, OR RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS, YOU WILL BE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS.

No Coverage Duplication

In the event there is any duplication of coverage between this Service Contract and a current homeowner's insurance policy or any other type of insurance policy in Your name, this Service Contract is considered secondary to the applicable insurance You have.

Our Right to Recover Payment

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

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Cancellation

You may cancel this Service Contract at any time by informing the Administrator of cancellation request. **NOTICE: The following cancellation provisions apply to the original purchaser of this Service Contract only. NO CANCELLATION FEES APPLY.**

IF YOU CANCEL THIS CONTRACT:

- Within 30 days of the Contract purchase date, You will receive a 100% refund of the Service Contract Fee paid by You. If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.
- If Your cancellation request is made after 30 days of the Contract purchase date, You will receive a pro-rata refund of that billing cycle's Service Contract Fee (if any).

WE MAY ONLY CANCEL THIS CONTRACT FOR:

- Non-payment of the Service Contract Fee by You;
- Material misrepresentation by You; or
- Substantial breach of duties under this Contract by You in relation to the Covered Device or its use.

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

NOTICE: If You cancel this Service Contract during a time in which there are unpaid Service Contract Fee charges due from You; regardless of whether such payments are currently due or overdue, We reserve the right to deduct any or the entire portion of any such unpaid amounts from Your refund, if any. If Your calculated refund results in You owing Us payment for services provided in advance of Our receipt of Your due Service Contract Fee, We may bill You for the lesser of the net amount due to Us or the remaining unpaid full (annual Term) Service Contract Fee. We will bill or charge You any balance owed to Us through the same mechanism as any previous installment billings, or We will direct bill You if such a mechanism is not available.

Guaranty

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 replace the Device 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.

Renewability

YOUR COVERAGE UNDER THIS SERVICE CONTRACT WILL AUTOMATICALLY RENEW AS LONG AS PAYMENT OF THE SERVICE CONTRACT FEE IS RECEIVED BY US ON OR BEFORE THE DUE DATE (subject to the CANCELLATION and LIMIT OF LIABILITY provisions). If You wish to non-renew Your coverage under this Service Contract, please call Us at 1-888-255-3762 prior to Your next billing cycle due date.

Transferability

Coverage under this Service Contract cannot be transferred to any other person.

Entire Agreement

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your Contract Purchase 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 Contract that conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Contract was purchased in one of the following states and supersede any other provision within Your Service Contract terms and conditions to the contrary.

Alabama: AMT Warranty Corp. is the Provider under this Service Contract. 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.

Arizona: EXCLUSIONS (WHAT IS NOT COVERED) - We shall not provide coverage only for those specifically listed items in the "EXCLUSIONS (WHAT IS NOT COVERED)" section which occurred while owned by You. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by You or known by You prior to the expiration of the Waiting Period (as defined). 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 the expiration of the Waiting Period. WAITING PERIOD – A Term equivalent to the Waiting Period will be added to the Term of Your Service Contract.

California: Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Service Contract Administrator and AMT Warranty Corp. (License No. SA-42) is the 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 thirty (30) days for a home appliance or a home electronic, or within sixty (60) days for all other Devices, of the date coverage begins 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 thirty (30) days for a home appliance or a home electronic, or after sixty (60) days for all other Devices from the date coverage begins, You will be refunded a pro-rated amount of the Service Contract price.

FutureProof Protect

Connecticut: This Service Contract is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818 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 sold, lost, stolen or destroyed.

Florida: This Service Contract is between the Provider, Technology Insurance Company, Inc. (License No. 03605) 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. 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.

Georgia: CANCELLATION is amended as follows: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. WHAT IS NOT COVERED – 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. RENEWABILITY – **YOUR COVERAGE UNDER THIS SERVICE CONTRACT WILL AUTOMATICALLY RENEW AS LONG AS PAYMENT OF THE SERVICE CONTRACT FEE IS RECEIVED BY US ON OR BEFORE THE DUE DATE (subject to the CANCELLATION and LIMIT OF LIABILITY provisions).** If You wish to non-renew Your coverage under this Service Contract, please call Us at 1-888-255-3762 prior to Your next billing cycle due date. WAITING PERIOD – A Term equivalent to the Waiting Period will be added to the Term of Your Service Contract.

Hawaii: RENEWABILITY – **YOUR COVERAGE UNDER THIS SERVICE CONTRACT WILL AUTOMATICALLY RENEW AS LONG AS PAYMENT OF THE SERVICE CONTRACT FEE IS RECEIVED BY US ON OR BEFORE THE DUE DATE (subject to the CANCELLATION and LIMIT OF LIABILITY provisions).** If You wish to non-renew Your coverage under this Service Contract, please call Us at 1-888-255-3762 prior to Your next billing cycle due date.

Illinois: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Service Contract.

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: SMART EQUIPMENT & ACCESSORIES COVERAGE – 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: 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 fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. WHAT IS NOT COVERED – 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. SMART EQUIPMENT & ACCESSORIES COVERAGE – If the Covered Device You purchased provides plumbing, heating or cooling or electrical services for Your dwelling, and You sustain a Failure of such Device that renders Your dwelling uninhabitable, repairs will commence within twenty-four (24) hours after You report the Failure and will be completed as soon as reasonably possible. In addition, We will provide a status report no later than three (3) calendar days after the report of a Claim. The status report shall include: (i) a list of the required repairs or services, (ii) the reason causing repairs or services to extend beyond 3 days, including the status of parts required as part of the repair or service, and (iii) estimate of time to complete the repair or services. We will respond to Your inquiry no later than 1 business day after such inquiry is made. Please call Us at 1-888-255-3762 to report such a loss.

WAITING PERIOD – **This contract includes a thirty (30) day Waiting Period.**

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: 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 AMT Warranty Corp., Oklahoma Identification #862268. 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 ("Service Fee". 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. If We cancel this Service Contract, return of the Provider fee shall be based upon one hundred percent (100%) of unearned pro-rata Provider fee. WAITING PERIOD – A Term equivalent to the Waiting Period will be added to the Term of Your Service Contract.

Oregon: This Service Contract is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818 and You.

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.

FutureProof Protect

Texas: The Administrator is Warrantech Consumer Product Services, Inc., Service Contract Administrator No. 187. 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 Agreement is canceled. These provisions apply only to the original purchaser of the Service Agreement.

Utah: The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-327-5818. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. GUARANTY is amended as follows: Should the provider fail to pay or provide service on any claim within sixty (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 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.

Washington: The State of Washington is the jurisdiction for any civil action in connection with this Contract. WHAT IS NOT COVERED – What is excluded from coverage is limited to that which is expressly stated under the “WHAT IS NOT COVERED” section of this Service Contract. GUARANTY is amended to include: You may file a Claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

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 in the preceding paragraph 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. If You request cancellation due to a total loss of Your Device 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. 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. 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 Device 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.