

Exchange Protection Plan

Terms and Conditions

This document contains three sets of terms and conditions to accompany products eligible for Exchange Protection Plan. They include:

<u>Lifetime Jewelry</u>

Electronics, Major Appliances, 2-Yr. Jewelry, Watch and more

Technology Buyback

Terms and Conditions:

Lifetime Jewelry

This is a legal contract (referred to hereinafter as the "Plan"). By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. This is not a contract of insurance.

Obligor: The company obligated under this Plan in all states except Florida and Washington is **Asurion Consumer Solutions, Inc.**, whose address is P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 1-866-856-3882. If purchased in Florida, the company obligated under this Plan is: **Asurion Consumer Solutions of Florida, Inc.**, P.O. Box 1340, Sterling, Virginia 20166, telephone 1-866-856-3882. If purchased in Washington, the company obligated under this Plan is: **ServicePlan, Inc.**, 175 W. Jackson Blvd, 11th Floor, Chicago, Illinois 60604.

Definitions: Throughout this Plan the words (1) "we", "us", and "our" refer to the company obligated under this Plan, as referenced in the Obligor section above; (2) "administrator" refers to (a) Asurion Services, LLC in all states and DC except in AL and FL; (b) Asurion Consumer Solutions, Inc., in AL; (c)) Asurion Consumer Solutions of Florida, Inc., in FL ("Asurion" refers collectively to Asurion Services, LLC, Asurion Consumer Solutions, Inc. and Asurion Consumer Solutions of Florida, Inc.). The administrator can be contacted at: P.O. Box 1340, Sterling, Virginia, 20167; (3)"retailer" refers to the retailer from which you purchased your product and this Plan; (4) "breakdown" refers to the mechanical or electrical failure of the products caused by: a) defects in materials/and or workmanship and b) normal wear and tear; (5) "product" refers to the consumer item which you purchased concurrently with and is covered by this Plan; and (6) "you," "your" and "service contract holder" refers to the individual who purchased the product and this Plan.

Instructions: You must keep this Plan, the sales receipt for the product; they are integral parts of this Plan and you may be required to produce them to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt constitute the entire agreement.

Maintenance: You must perform all maintenance required by the original manufacturer's warranty.

What is Covered: This Plan covers parts and labor costs to repair your product in the event your product experiences a breakdown. This Plan also includes one (1) initial ring sizing. We will repair, replace, or reimburse you for the product, at our discretion, when required due to a breakdown which is not covered under any other warranty or service plan. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable or more costly. At our sole discretion, we may require that you return the covered product to us as a condition to receiving a replacement product or reimbursement.

Term of Coverage: The term and coverage of this Plan begins on the date of purchase and continues for the life of the service contract holder.

To Obtain Service: If this product experiences a breakdown, call Asurion twenty-four (24) hours a day, seven (7) days a week, at 1-888-221-3287 for instructions on obtaining repair, replacement of or reimbursement for your product. You will be responsible for the delivery or cost of the delivery of the product to the service center for repair or replacement, per our instructions. Unauthorized repairs may not be covered. Foreign language assistance is available for your convenience.

Limit of Liability: For any single claim, the limit of liability under this Plan is the lesser of the cost of (1) authorized repairs, (2) replacement with a product with similar features, (3) reimbursement for repairs authorized by Asurion in advance of such repairs, or (4) the fair market value of the product, as determined by us, not to exceed the original purchase price. In the event that the total of all authorized repairs exceeds the purchase price paid for the product or we replace the product, we shall have satisfied all of our obligations under this Plan.

Deductible: There is no deductible required to obtain service on your product.

Transfer: This Plan may only be transferred if given as a gift. You have ninety (90) days to contact Asurion at P.O. Box 1818, Sterling, Virginia 20167-1818, or by calling the telephone number specified herein. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number.

Renewal: This Plan is not renewable.

WHAT IS NOT COVERED: (1) INCIDENTAL OR CONSEQUENTIAL DAMAGES; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) DAMAGE FROM ACCIDENT, ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, TAMPERING WITH PRONGS, BEZELS OR OTHER ELEMENTS DESIGNED TO SECURE DIAMONDS OR GEMSTONES, UNAUTHORIZED MODIFICATIONS OR ALTERATIONS, OR FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (4) UNAUTHORIZED REPAIRS AND/OR PARTS; (5) DAMAGE COVERED BY ANY OTHER WARRANTY OR SERVICE PLAN: (6) COSMETIC DAMAGE INCLUDING SCRATCHES, PEELINGS, AND DENTS THAT DO NOT IMPEDE THE MECHANICAL FUNCTIONALITY OF THE ITEM; (7) WATER DAMAGE IF USED UNDER CONDITIONS WHICH EXCEED THE MANUFACTURER'S WATER RESISTANCE GUIDELINES; (8) THIRD-PARTY ACTIONS (FIRE, COLLISION, VANDALISM, THEFT, ETC.); (9) THE ELEMENTS, OR ACTS OF GOD; (10) WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (11) PREVENTATIVE MAINTENANCE; (12) INHERENT DEFECTS THAT ARE THE RESPONSIBILITY OF THE MANUFACTURER; (13) FLAWS IN GEMSTONES; (14) LOSS OF DIAMONDS, GEMSTONES, OR ANY OTHER PARTS OF THE COVERED PRODUCT UNLESS SUCH LOSS WAS CAUSED BY A DEFECT IN WORKMANSHIP AND/OR MATERIALS, WITHOUT ANY UNDUE STRESS OR DAMAGE; (15) ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE PRODUCT; (16) PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY OR RETAILER'S RETURN POLICY; (17) PARTS FAILURE DUE TO A MANUFACTURER RECALL, REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS; (18) ACCESSORIES USED IN CONJUNCTION WITH A COVERED PRODUCT: (19) PARTS NORMALLY DESIGNATED TO BE REPLACED PERIODICALLY BY YOU OR CONSUMED DURING THE LIFE OF THE PRODUCT (E.G. BATTERIES); (20) LOSS OF USE DURING THE PERIOD THE COVERED PRODUCT IS AT A REPAIR FACILITY OR OTHERWISE AWAITING PARTS; (21) DAMAGE OR LOSS RESULTING FROM THE FAILURE TO OBTAIN INSPECTIONS REQUIRED BY THE ORIGINAL MANUFACTURER'S WARRANTY OR RETAILER'S WARRANTY; (22) PERIODIC

CHECKUPS AND/OR MAINTENANCE AS DIRECTED BY THE MANUFACTURER; (23) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; AND (24) SERVICE THAT OCCURS OUTSIDE OF THE 50 UNITED STATES OF AMERICA AND THE DISTRICT OF COLUMBIA.

Cancellation: This Plan shall be cancelled by us for your fraud or material misrepresentation by you. Unauthorized repair or replacement of the product may result in the cancellation of this Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by mailing or delivering to us notice of cancellation at PO Box 1818, Sterling, VA 20167. If the Plan is cancelled: (a) within thirty (30) days of the receipt of this Plan, you shall receive a refund of the price paid for the Plan, provided no service has been performed, or (b) after thirty (30) days of the receipt of this Plan, you will receive a pro rata refund, less the cost of any service received. In Alabama, Arkansas, California, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, New Jersey, New Mexico, New York, South Carolina, Texas, Washington, Wisconsin and Wyoming: If you cancel your Plan within thirty (30) days of receipt of Your Plan and do not receive a refund or credit within thirty (30) days of receipt of the returned service Plan, a ten percent (10%) penalty per month shall be applied to the refund.

Insurance Securing this Plan: This is not a Plan of insurance. Except in the state of Washington, obligations of the Obligor under this Plan are insured under an insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. If you have filed a claim in writing under this Plan and the Obligor fails to pay or provide service within sixty (60) days of filing such a claim, or if the Obligor becomes insolvent or otherwise financially impaired, you may submit your claim in writing with a copy of this Plan and the sales receipt for the product to Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, Attention: Service Plan Claims, 1-800-209-6206. In WA: Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor.

Arbitration Agreement: Please read this Arbitration Agreement carefully. It affects your rights. Most of your concerns about this Plan can be addressed simply by contacting us at 866-856-3882. In the unlikely event we cannot resolve any disputes, including any claims under the Plan, that you or we may have, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH EITHER BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

For the purpose of this Arbitration Agreement, references to "we", "us" and "our" refers to (1) the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) United States Military Exchange Services and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. This Plan evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of this Plan.

This Arbitration Agreement is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to this Plan or to the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before this Arbitration Agreement or Contract was entered into by you and us or that arises after this Arbitration Agreement or Plan is terminated; and (3) that currently is the subject of a purported class action litigation in which you are not a member of a certified class. Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf.

If you or we intend to seek arbitration you and we must first send to the other a written Notice of Claim ("Notice") by certified mail. Your Notice to us should be addressed to: Legal Department22660 Executive Drive, Suite 122, Sterling VA 20166. The Notice must describe the dispute and state the specific relief sought. If you and we do not resolve the dispute within 30 days of receipt of the Notice, you or we may initiate an arbitration proceeding with the American Arbitration Association ("AAA"). You can obtain the forms necessary to initiate an arbitration proceeding by visiting www.adr.org or by calling 1-800-778-7879. After we receive notice that you have commenced arbitration, we will reimburse you for payment of any filing fee to the AAA. If you are unable to pay a required filing fee, we will pay it if you send a written request by certified mail to: Legal Department, 22660 Executive Drive, Suite 122, Sterling VA

20166. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "Arbitration Rules") in effect at the time the arbitration is initiated and as modified by this Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting www.adr.org or by calling 1-800-778-7879.

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this Arbitration Agreement. All issues are for the arbitrator to decide, including the scope of this Arbitration Agreement, with the exception that issues relating to the enforceability of this Arbitration Agreement may be decided by a court. Unless you and we agree otherwise, any arbitration hearings will take place in the county or parish of your billing address. If your dispute is for \$10,000 or less, you may choose to conduct the arbitration hearings either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If your dispute is for more than \$10,000, the right to arbitration hearings will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this Arbitration Agreement, unless your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the payment of such fees shall be governed by the Arbitration Rules.

At the conclusion of the arbitration hearings, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the decision is based. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement offer made by us or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or \$7,500, whichever is greater; and (2) pay your attorney, if any, twice the amount of the attorney's fees and the actual amount of any expenses reasonably incurred when pursuing your dispute in arbitration. You and we agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. The arbitrator may resolve any disputes regarding attorney's fees and expenses either during the arbitration hearings or, upon request, within 14 days of the arbitrator's written decision. While the right to the attorney's fees and expenses discussed above is in addition to any right you may have under applicable law, neither you nor your attorney may recover duplicate awards of attorney's fees and expenses. Although we may have the right under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration, we hereby waive the right to do so.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Unless you and we agree otherwise, the arbitrator may not consolidate the dispute of another person with your or our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.

STATE VARIATIONS

The following state variations shall control if inconsistent with any other terms and conditions:

Alabama Residents: You may cancel this Plan within twenty (20) days of the receipt of this Plan. If no claim has been made under the Plan, the Plan is void and we shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. If you cancel this Plan after twenty (20) days of receipt of this Plan, we shall refund to you the unearned portion of the full purchase price of the Plan including the unearned portion of any premium paid for any applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you.

Arizona Residents: If your written notice of cancellation is received prior to the expiration date, the Administrator shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives.

California Residents: For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any service received.

Connecticut Residents: The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. In the event of a dispute with the Administrator, you may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

Florida Residents: The Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by emailing, mailing or delivering to us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of the Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by us. If we cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium. The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

Georgia Residents: This Plan shall be non-cancelable by us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and we shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. As stated in the Arbitration Agreement of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement Addendum does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf. You and we agree to waive the right to a trial by jury and to participate in class arbitrations and class actions. Nothing contained in the arbitration provision shall affect your right to file a direct claim under the terms of this Plan against Virginia Surety Company, Inc. pursuant to O.C.G.A. 33-7-6.

Illinois Residents: You may cancel this Plan for any reason at any time. If you cancel within thirty (30) days of contract purchase, and we have not paid a claim, you will receive a full refund, less a cancellation fee of \$50.00 or 10% of the Plan price. If you cancel after thirty (30) days or any time after we pay a claim, you will receive a pro-rata refund of the Plan price based on the days remaining, less any claims that have been paid, less a cancellation fee of \$50.00 or 10% of the Plan price.

Maine Residents: You may cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale. If no claim has been made under the Plan, the Plan is void and we shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. If you cancel this Plan after twenty (20) days of receipt of this Plan if sent by mail or after ten (10) days if delivered at the point of sale, we shall refund to you the unearned pro rata premium, less any claims paid. An administrative fee not to exceed ten (10) percent of the premium fee by you may be charged by us. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you. In the event of cancellation by us, written notice to you will be provided at least 15 days prior to the cancellation and will contain the effective date of the cancellation and the reason for cancellation. If a Plan is cancelled by us, you will be refunded 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed 10% of the provider fee paid by you may be charged by us.

Nevada Residents: The Arbitration Agreement provision of this Plan is deleted and does not apply. You are entitled to a "Free Look" period for this Plan. If you decide to cancel this Plan within thirty (30) days of purchase, you are entitled to a one hundred percent (100%) refund of any fees paid. If you cancel this Plan after thirty (30) days from purchase, you will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less If we fail to pay the cancellation refund within 45 days of your written request we will pay you a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If this Plan is canceled by us, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to you. We can cancel this Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and

materially increased beyond that contemplated at the time the Plan was issued or last renewed. If we cancel this Plan no cancellation fee will be imposed and no deduction for claims paid will be applied. This Plan shall be cancelled by us or Asurion for fraud or material misrepresentation by you, including but not limited to commercial or rental use.

New Hampshire Residents: Contact us at 1-888-221-3287 with, questions, concerns, or complaints about the program. In the event you do not receive satisfaction under this Plan, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, telephone number: 1-603-271-2261.

New Mexico Residents: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

North Carolina Residents: The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance.

Oklahoma Residents: The "Cancellation" section is deleted and replaced by the following: you may cancel this contract at any time by surrendering it or providing written notice to the retailer at the address where you purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to Asurion at the address listed below. You may cancel this Plan for any reason. In the event you cancel this Plan within 30 days of receipt of the Plan, you shall receive a full refund of any payments made by you under this Plan. In the event you cancel this Plan after 30 days of receipt of this Contract, you shall receive a refund based upon 100% of the unearned pro-rata premium less an administrative fee not to exceed 10% of the unearned pro-rata premium or \$25, whichever is less, and less the cost of claims paid. We or Asurion may not cancel this Plan except for fraud, material misrepresentation or non-payment by you; or if required to do so by any regulatory authorization. If we or Asurion cancel this Plan, you shall receive a refund of 100% of the unearned pro-rata premium. We or Asurion may not cancel this Plan without providing you with written notice at least thirty days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. The following sentence is added to this contract: Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan.

Oregon Residents: The Arbitration Agreement provision of this Contract is amended to add the following: Any award rendered in accordance with this Plan's Arbitration Agreement shall be a nonbinding award against you, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both you and we first obtain an arbitration award pursuant to this Arbitration Agreement. Any arbitration occurring under this Plan shall be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

South Carolina Residents: To prevent any further damage, please refer to the owner's manual. In the event the service Plan provider does not provide covered service within sixty (60) days of proof of loss by the Plan holder, the Plan holder is entitled to apply directly to the Insurance Company. If the Insurance Company does not resolve such matters within sixty (60) days of proof of loss, they may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

Texas Residents: If you purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider. Texas License Number: 116.

Utah Residents: NOTICE. This plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. This Plan may be cancelled due to unauthorized repair which

results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible. If we cancel this contract due to fraud or material misrepresentation, you will be notified thirty (30) days prior to cancellation. If we cancel this Plan due to nonpayment, you will be notified ten (10) days prior to Plan cancellation.

Washington Residents: Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor. The Arbitration Agreement Section is amended to provide that any binding arbitration will be held at a location closest to your permanent residence.

Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Written notice of cancellation shall include the effective date of cancellation and the reason for cancellation. If we become insolvent or otherwise financially impaired, you may file a claim directly with Virginia Surety Company, Inc. for reimbursement, payment, or provision of the service. The Arbitration Agreement provision of this Contract is amended as follows: (1) TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS; and (2) the sentence "This Contract evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement." is deleted in its entirety.

Wyoming Residents: This Plan will be considered void and we will refund you the full purchase price of the Plan or credit your account if you have not made a claim under this Plan and you have returned the Plan to us a) within 20 days after the date we have mailed the Plan to you, b) within 10 days after you have received the Plan if the Plan was furnished to you at the time the Plan was purchased, or c) within a longer time period if specified in the Plan. The right to void the Plan provided in this subsection applies only to the original Plan purchaser and is not transferable. If we cancel this Plan for reasons other than nonpayment, a material misrepresentation made by you to us or because of a substantial breach of duties by you relating to the product or its use, we will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation. In the event covered service is not provided by us within sixty (60) days of proof of loss by you, you are entitled to apply directly to the reimbursement insurance company. The Arbitration Agreement provision in this Plan is replaced with the following: "If there are disputes between you and us that are not resolved by negotiations, you and we may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming." For the purpose of this Arbitration Agreement, references to "we", "us" and "our" include the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) United States Military Exchange Services.

To Obtain a large type copy of the Terms and Conditions of this Contract, please call 1-888-221-3287.

Administered by: Asurion P.O. Box 1340 • Sterling, VA 20167-8434 • 1-888-221-3 ©2016 Asurion, LLC All rights reserved.	287
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Customer Name:	Customer Address:

Terms and Conditions:

Electronics, Major Appliances, 2-Yr Jewelry, Watch and more

THIS PLAN (HEREINAFTER REFERRED TO AS THE "PLAN") IS A LEGAL CONTRACT BETWEEN YOU, US, AND ASURION (AS HEREINAFTER DEFINED). IT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, DO NOT USE THIS PLAN.

Obligors: The company obligated under this Plan in all states except in Florida and Washington is **Asurion Consumer Solutions**, **Inc.**, whose address is P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 1-866-856-3882. If purchased in Florida, the company obligated under this Plan is: **Asurion Consumer Solutions of Florida, Inc.**, P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 1-866-856-3882. If purchased in Washington, the company obligated under this Plan is: **ServicePlan, Inc.**, 175 W. Jackson, 11th Floor, Chicago, IL 60604.

Definitions: Throughout this Plan the words (1) "we," "us" and "our": refer to the company obligated under this Plan, as indicated in the Obligors section above; (2) "administrator": refers to (a) Asurion Services, LLC in all states and DC except in AL and FL; (b) Asurion Consumer Solutions, Inc. in AL; (c) Asurion Consumer Solutions of Florida, Inc. in FL ("Asurion" refers collectively to Asurion Services, LLC; Asurion Consumer Solutions, Inc.; and Asurion Consumer Solutions of Florida, Inc.). The administrator can be contacted at: P.O. Box 1340, Sterling, Virginia, 20167; (3) "breakdown": refers to the mechanical and/or electrical failure which impedes the functionality of the product caused by: (a) defects in materials and/or workmanship, (b) normal wear and tear, to include re-rhodium of white metals on jewelry/watches, (c) dust, heat, or humidity, d) power surges, and (e) unintentional and accidental damage from handling as a result of normal use ("ADH") (only if you purchased a Plan which includes this coverage, as indicated below); (4) "product": refers to the consumer item(s) which you purchased concurrently with and is covered by this Plan; (5) "you" and "your": refer to the individual who purchased the product and this Plan, or the approved transferee; (6) "retailer": refers to the retailer from which you purchased the product and this Plan, as indicated on the sales receipt.

Instructions: You must keep this Plan and the sales receipt for this product; they are integral parts of this Plan and you may be required to produce them to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt containing the term of this Plan, commencement date and product identification constitute the entire agreement.

Maintenance: You must perform all maintenance required by the original manufacturer's warranty or retailer's warranty, including but not limited to, inspection of the product by the retailer or the retailer's agent under the terms of this Plan.

To Obtain Service: If your product experiences a covered breakdown, call Asurion 24 hours a day, seven days a week, at 1-888-221-3287 or go online to www.asurion.com/military to process your claim. Please have your receipt available and be prepared to tell us which product needs service and the nature of the problem. You must call Asurion prior to having service; all repairs must be authorized in advance. We will not reimburse you for work done by unauthorized servicers or others. Services on goods that are essential to the health and safety of you will commence within 24 hours after the report of the claim. All claims must be reported within thirty (30) days after expiration of this Plan. Service under this Plan may void the manufacturer's warranty of your product. At our sole discretion, we may require that you return the covered product to us as a condition to receiving a replacement product. Foreign language assistance is available for your convenience.

What Is Covered:

All Product Plans Except Jewelry & Watches: This Plan covers parts and labor costs for repair of your product or the replacement of your product resulting from a covered breakdown which is not covered under any insurance policy, or other warranty or any other service contract. We will, at our discretion, repair or replace the product, or reimburse you for authorized repairs to or replacement of the product, when required due to a covered breakdown. In-home, depot or carry-in service may be available; the customer service representative will inform you what type of service your product qualifies for during the filing of the claim. For depot service, you will be responsible for delivery or the cost of delivery of the product to the service center for repair or replacement. Nonoriginal manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable or more costly. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product or we may at our discretion issue you a gift card or check for the original purchase price of that product, including applicable sales tax, as indicated on your sales receipt. At our sole discretion, we may require that you return the covered product to us as a condition to receiving a replacement product or reimbursement. Once your product has been replaced or we reimburse you, all of our obligations under this Plan have been fulfilled in their entirety.

For the following product categories, this Plan includes the following enhanced coverage beginning on your date of purchase:

Portable Electronics:

- Accidental Damage from Handling ("ADH") for portable electronic products only, as a result of normal
 use
- One (1) annual cleaning on all laser driven products
- Power Surge

Gaming Systems/Handheld Gaming/Video Games/Discs/CDs/DVDs:

- Accidental Damage from Handling ("ADH") for video games, discs, CDs, DVDs, other software and portable electronic products only, as a result of normal use
- Power Surge
- For Gaming System Plans only, this Plan covers parts and labor costs to repair or replace your video game system, as well as up to nine (9) video games purchased during the term of the Plan

Major Appliances:

- Laundry Allowance If you purchased a Plan for a washer or dryer, you will receive up to a twenty-five dollar (\$25) reimbursement for laundry cleaning services per qualified service repair if your product is out for service for more than seven (7) consecutive days. You are required to submit an itemized list for each laundry reimbursement claim to the administrator. NOTE: The amounts will be applied towards the maximum liability of this Plan.
- **Food Spoilage** If you purchased a Plan for a refrigerator or freezer, you will receive up to a three-hundred dollar (\$300) reimbursement for food losses resulting from the covered breakdown of your refrigerator or freezer for the period of time specified on your receipt, on a per refrigerator or freezer, per incident basis. Documented proof of loss will be required. **NOTE:** The amounts will be applied towards the maximum liability of this Plan.
- Preventative Maintenance Part Reimbursement Add-On (For Major Appliances only) You will receive a
 25% reimbursement on select preventative maintenance parts, including water filters, air filters, refrigerator coil
 brushers, drying lint brushes, aluminum vents, washer hoses, washer fresheners, for the term of this Plan.
 There is a \$500 limit on the preventative maintenance reimbursement for the term of the Plan. You will need to
 contact Asurion at 1-888-221-3287 to file a claim for this program. You will be required to provide Asurion with a
 copy of the sales receipt to obtain the reimbursement.
- Power Surge

Televisions:

- During the claims process, up to \$45 reimbursement of the cost of installation, removal or reinstallation
 of the product in connection with a repair or replacement of the covered product for term of this Plan
- Power Surge

Non-Portable Electronics/Non-Portable Small Appliances/Non-Portable Power Tools:

- Shipping Reimbursement If you purchased a Plan for a non-portable small appliance, non-portable power
 tool or a non-portable electronic, you will receive a one-time reimbursement up to \$15 via a gift card or check, at
 our discretion, to reimburse you for the cost of shipping your product to the manufacturer for repair or
 replacement during the term of the manufacturer's warranty. You will need to contact Asurion at 1-888-2213287 to file a claim for this benefit. You will be required to provide Asurion with a copy of the shipping receipt to
 obtain the reimbursement.
- One (1) annual cleaning on all laser driven products
- Power Surge

Optical:

· Accidental Damage from Handling ("ADH") for optical products only, as a result of normal use

Jewelry & Watch Plans: This Plan covers parts and labor costs for repair of your product resulting from a covered breakdown which is not covered under any insurance policy, other warranty or any other service contract. For watches, coverage includes breakdowns to the crystal, crown, stem, band or bracelet (the "Components"). We will, at our discretion, repair or replace the product or reimburse you for authorized repairs to or replacement of the product, when required due to a covered breakdown. Depot or carry-in service may be available; the customer service representative will inform you what type of service your product qualifies for during the filing of the claim. For depot service, this Plan also covers the cost of delivery of the product to the service center for repair or replacement. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable or more costly. If we determine that we cannot service your product as specified in this Plan, we may replace it with a replacement product or we may at our discretion issue you a gift card or check for the original purchase price of that product, including applicable sales tax, as indicated on your sales receipt. At our sole discretion, we may require that you return the covered product to us as a condition to receiving a replacement product or reimbursement. Once your product has been replaced or we reimburse you, all of our obligations under this Plan have been fulfilled in their entirety.

Term of Coverage:

For Portable Electronics/Video Games/Discs/CDs/DVDs/Major Appliances/Televisions/Non-Portable Electronics/Small Appliances/Power Tools/Computers: Your term begins on your date of purchase and continues for the period indicated on your sales receipt. Except for the enhanced coverage noted above, which begins on your date of purchase, all other coverage is effective upon the expiration of the manufacturer's warranty. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions. In the event your product is being serviced by an authorized service center when the Plan expires, the term of the Plan will be extended until the covered repair has been completed and your product has been delivered to you.

For Sporting Goods/Lawn & Garden/Power Equipment/Vacuums/Luggage/Baby Gear: Your term and coverage begin upon the expiration of your manufacturer's labor warranty and continue for the period indicated on your sales receipt. In the event your product is being serviced by an authorized service center when the Plan expires, the term of the Plan will be extended until the covered repair has been completed and your product has been delivered to you.

For Golf Clubs: Your term and coverage begins upon expiration of the retailer's store return policy of thirty (30) days and extends for the period indicated on your sales receipt. In the event your product is being serviced by an authorized service center when the Plan expires, the term of the Plan will be extended until the covered repair has been completed and your product has been delivered to you.

For Jewelry/Watches: Your term and coverage begin on the date of purchase and continues for a period indicated on your sales receipt. In the event your product is being serviced by an authorized service center when your Plan expires, the term of the Plan will be extended until the covered repair has been completed and your product has been delivered to you.

For Optical: Your term begins on your date of purchase and continues for the period indicated on your sales receipt, and is inclusive of the retailer's store return policy of thirty (30) days. During the first thirty (30) days you may be required to return the product to the retailer to process your claim if your product experiences a breakdown. In the event your product is being serviced by an authorized service center when the Plan expires, the term of the Plan will be extended until the covered repair has been completed and your product has been delivered to you.

No Lemon Policy: During the term of this Plan, after three (3) service repairs have been completed on an individual product for the same defect, and that product requires a fourth (4th) repair for the same defect, as determined by us, we will replace it with a product of like kind and quality, or same title, that performs to the factory specifications of the original product or, in the case of jewelry or watches, replace it with a product with similar features, not to exceed the original purchase price of the product, including applicable sales tax. Repairs performed while the product is under the manufacturer's warranty do not apply. Upon replacement of the product or reimbursement of the purchase price paid, including applicable sales tax, we shall have satisfied all of our obligations under this Plan. (**NOTE:** The No Lemon Policy is not applicable to breakdowns caused by ADH.)

Limit of Liability: For any single claim, the limit of liability under this Plan is the least of the cost of (1) the total authorized repairs up to the purchase price of the covered product; including applicable sales tax, (2) replacement with a product of like kind and quality, or same title, that performs to the factory specifications of the original product, or, in the case of jewelry or watches, replacement with a product with similar features; (3) reimbursement for authorized repairs or replacement; or (4) the purchase price that you paid for the product, including applicable sales tax. The total liability under this Plan is the purchase price you paid for the product, including applicable sales tax, we replace the product, or we reimburse you for replacement of the product or the purchase price you paid for the product, including applicable sales tax, we shall have satisfied all of our obligations under this Plan.

Deductible: There is no deductible required to obtain service for your product.

Transfer: This Plan may be transferred. You may transfer the balance of this Plan by contacting Asurion at P.O. Box 1818, Sterling, VA 20167 or 1-888-221-3287. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number.

Renewal: Plans are renewable at our discretion.

Replacement Products: We may, at our discretion, replace your product with a NEW, REMANUFACTURED, REFURBISHED OR A PRODUCT OF LIKE KIND AND QUALITY, OR SAME TITLE, THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT, OR, IN THE CASE OF JEWELRY OR WATCHES, REPLACE YOUR PRODUCT WITH A PRODUCT WITH SIMILAR FEATURES.

WHAT IS NOT COVERED: (1) INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DELAY IN RENDERING SERVICE UNDER THIS PLAN, FOR LOSS OF DATA, OR FOR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT A REPAIR CENTER OR OTHERWISE AWAITING PARTS, EXCEPT AS INDICATED ABOVE; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT EXISTED OR OCCURRED PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) DAMAGE FROM ABUSE, MISUSE, OR INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT; (4) UNAUTHORIZED REPAIRS, ANY DAMAGE CAUSED BY UNAUTHORIZED REPAIRS, OR UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (5) LOSS OR DAMAGE RESULTING FROM THE FAILURE TO FOLLOW MANUFACTURER'S RECOMMENDED INSTRUCTIONS, MAINTENANCE OR TO MAINTAIN THE INTEGRITY OF THE PRODUCT; (6) THIRD PARTY ACTIONS (INSECT INFESTATIONS, FIRE, COLLISION, VANDALISM, THEFT, ETC.); (7) LOSS

OR DAMAGE DUE TO THE ELEMENTS OR ACTS OF GOD; (8) LOSS OR DAMAGE CAUSED BY WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (9) DAMAGE CAUSED BY BATTERIES OR REPLACEMENT OF BATTERIES; (10) WITH THE EXCEPTION OF DAMAGE MANIFESTING FROM POWER SURGES OR ACCIDENTAL DAMAGE FROM HANDLING AS INDICATED ABOVE, DAMAGE COVERED UNDER ANY INSURANCE POLICY OTHER WARRANTY OR SERVICE CONTRACT; (11) PRODUCTS THAT ARE LOST, STOLEN OR MYSTERIOUSLY DISAPPEAR; (12) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; (13) COST OF INSTALLATION, SET-UP, DIAGNOSTIC CHARGES, REMOVAL OR REINSTALLATION OF THE PRODUCT, EXCEPT AS INDICATED ABOVE; (14) ANY PRODUCT USED IN A COMMERCIAL SETTING OR RENTAL BASIS; (15) PREVENTATIVE MAINTENANCE, PERIODIC CHECKUPS AND/OR MAINTENANCE AS DIRECTED BY THE MANUFACTURER, INCLUDING BUT NOT LIMITED TO ALIGNMENT, TUNING AND REPAIRING FINISHES; (16) ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE PRODUCT; (17) PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY OR RETAILER'S STORE RETURN PÓLICY; (18) NON-FUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS, KNOBS, ROLLERS, BASKETS, MISSING BUTTONS, CLASPS, SCREWS, BEADS, AND ANY OTHER DECORATIVE EMBELLISHMENTS AND/OR ACCESSORIES ATTACHED TO THE PRODUCT; (19) SCRATCHES (EXCEPT FOR THE VIDEO GAME/DVD/CD/SOFTWARE PLANS), PEELING AND DENTS; (20) LOSS OR CORRUPTION OF DATA AND/OR THE RESTORATION OF SOFTWARE AND OPERATING SYSTEMS; (21) ANY FAILURES, PARTS, AND/OR PRODUCT REPAIRS THAT SHOULD BE COVERED BY THE MANUFACTURER'S WARRANTY OR ARE THE RESULT OF A RECALL REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS; (22) ACCESSORIES USED IN CONJUNCTION WITH A COVERED PRODUCT; (23) DAMAGE, WARPING OR RUSTING OF ANY KIND TO THE HOUSING, CASE OR FRAME OF THE PRODUCT OR ANY NON-OPERATING PART; (24) PARTS NORMALLY DESIGNED TO BE REPLACED PERIODICALLY BY YOU OR CONSUMED DURING THE LIFE OF THE PRODUCT INCLUDING BUT NOT LIMITED TO BATTERIES, RIBBONS, TAPES, BULBS, HOSES, FILTERS, FUSES, KNOBS, VACUUM CLEANER BELTS, OR BAGS; (25) DAMAGE INCURRED DURING TRANSIT, MOVING, DELIVERY, PACKING OR UNPACKING, ASSEMBLY, INSTALLATION OR REMOVAL: (26) WATER OR LIQUID MARKS OR RINGS FROM NORMAL HOUSEHOLD FOOD AND BEVERAGE PRODUCTS; (27) IMPROPER INSTALLATION OF COMPONENTS OR PERIPHERALS; (28) BURNED-IN PHOSPHOR (INCLUDING IMAGE GHOSTING), IN CATHODE RAY TUBES OR ANY OTHER TYPE OF DISPLAY, AND PIXEL BURNOUT NOT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS; (29) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; (30) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT; (31) SERVICE WHERE NO PROBLEM CAN BE FOUND; (32) COLOR FADING OF PICTURE FOR ANY TELEVISION, UNLESS SUCH FADING IS BEYOND EXPECTED NORMAL WEAR AND TEAR OR NOT ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS OVER THE LIFE OF THE PRODUCT; (33) ANY DAMAGE TO RECORDING MEDIA INCLUDING ANY SOFTWARE PROGRAMS, DATA, OR CONFIGURATION/SETUP INFORMATION RESIDENT ON ANY MASS STORAGE DEVICES SUCH AS HARD DRIVES, CD-ROM DRIVES, DVD DRIVES, MEMORY STICKS, TAPE DRIVES OR TAPE BACKUP SYSTEMS, AS A RESULT OF THE MALFUNCTIONING OR DAMAGE OF AN OPERATING OR NON-OPERATING PART, OR AS A RESULT OF ANY REPAIRS OR REPLACEMENT UNDER THIS PLAN; (34) ANY DAMAGE CAUSED BY A COMPUTER VIRUS; (35) WATER AND GAS LINES BEYOND THE COVERED PRODUCT; (36) ALL SOFTWARE, INCLUDING CUSTOMIZED OR PROPRIETARY SOFTWARE, AND THOSE SOFTWARE ERRORS THAT CONFIRM IMPROPERLY FUNCTIONING OR DEFECTIVE SOFTWARE: (37) DAMAGE TO RUGS, CARPETS, TARPS, PICTURES, GLASS, LAMPS, AND ACCESSORIES: (38) FADING CAUSE BY SUNLIGHT, WIND OR WEATHER; (39) DAMAGE FROM EXCESSIVE HEAT; (40) DAMAGE CAUSED BY AN ANIMAL; AND (41) SERVICE THAT OCCURS OUTSIDE OF THE 50 UNITED STATES OF AMERICA AND OUTSIDE THE DISTRICT OF COLUMBIA.

Cancellation: You may cancel this Plan at any time for any reason by surrendering it or providing written notice to the retailer at the address where you purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to Asurion at P.O. Box 1818, Sterling, VA 20167. This Plan may be cancelled by us or the administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If the Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan, less the cost of any service received; or (b) by you after thirty (30) days of the receipt of this Plan, or cancelled by us or the administrator at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the price paid for the Plan, less the cost of any service received. For residents of AL, AR, CA, CO, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI and WY any refund owed and not paid or credited within thirty (30) days of cancellation shall include a 10% penalty per month. If your product qualifies for the buyback benefit and you have a buyback of that product in accordance with the terms and conditions of the buyback agreement, then this Plan may be cancelled as of the date the buyback is completed. Upon this cancellation you shall receive a pro-rata refund based on the above terms and any state cancellation provision applicable to you. Please contact customer service at 1-888-221-3287 to process the cancellation.

Insurance: This is not a Plan of insurance. Except in the state of Washington, obligations of the Obligor under this Plan are insured under an insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. If you have filed a claim in writing under this Plan and the Obligor fails to pay or provide service within sixty (60) days of filing such a claim, or if the Obligor becomes insolvent or otherwise financially impaired, you may submit your claim in writing with a copy of this Plan and the sales receipt for the product to Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, Attention: Service Plan Claims, 1-800-209-6206. In WA: Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor.

ARBITRATION AGREEMENT. For the purpose of this arbitration agreement (referred to hereinafter as the "A.A.") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and (2) United States Military Exchange Services and its wholly-owned subsidiaries, affiliates, agents, employees, successors and assigns.

Most of your concerns about the Plan can be addressed simply by contacting us at 1-866-856-3882. In the event we cannot resolve any dispute with you, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS.

- (a) This A.A. shall survive termination of the Plan and is governed by the Federal Arbitration Act. This A.A. shall be interpreted broadly, and it includes any dispute you have with us that arises out of or relates in any way to the Plan or the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this A.A. does not preclude you from bringing an individual action against us in small claims court or from informing any federal, state or local agencies or entities of your dispute. They may be able to seek relief on your behalf.
- **(b)** To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and relief sought. If we do not resolve the dispute within 30 days of receipt of the Notice, you may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org or 1-800-778-7879. Asurion will reimburse you for a filing fee paid to the AAA, and if you are unable to pay a filing fee, we will pay it if you send us a written request.
- (c) The arbitration shall be administered by the AAA in accordance with the Consumer Arbitration Rules ("Rules"). The arbitrator is bound by the terms of this A.A. and shall decide all issues, with the exception that issues relating to the enforceability of this A.A. may be decided by a court. If your dispute is for \$25,000 or less, the arbitration will be conducted by submitting documents to the arbitrator, unless you request an in-person or telephonic hearing or the arbitrator decides that a hearing is necessary. If your dispute is for more than \$25,000, the right to a hearing will be determined by the Rules. Unless otherwise agreed, any hearing will take place in the county or parish of your mailing address. We will pay all filing, administration and arbitrator fees for any arbitration, unless your dispute is found by the arbitrator to have been filed for the purpose of harassment or is patently frivolous. In that case, the Rules govern payment of such fees.
- (d) The arbitrator shall issue a decision including the facts and law supporting it. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement we offered or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or \$10,000, whichever is greater; and (2) pay the attorney's fees and expenses, if any, you reasonably incurred in the arbitration. While that right to fees and expenses is in addition to any right you may have under applicable law, you may not recover duplicate awards of fees and expenses. Asurion waives any right it may have under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration.
- (e) If you seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide you relief. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE PROCEEDING. Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A.A. shall be null and void.

State Variations: The following state variations shall control if inconsistent with any other terms and conditions:

Arizona Residents: If your written notice of cancellation is received prior to the expiration date, the administrator shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives.

California Residents: For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed; or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any service received.

Connecticut Residents: In the event of a dispute with the administrator, you may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

Florida Residents: The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

Georgia Residents: This Plan shall be non-cancelable by us or the administrator except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and we shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. As stated in the arbitration agreement provision of this Plan, either party may bring an individual action in small claims court. The arbitration agreement provision of this Plan does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your

behalf. You and we agree to waive the right to a trial by jury and to participate in class arbitrations and class actions. Nothing contained in the arbitration provision shall affect your right to file a direct claim under the terms of this Plan against Virginia Surety Company, Inc. pursuant to O.C.G.A. 33-7-6.

Nevada Residents: If we fail to pay the cancellation refund as stated in the Cancellation provision, the penalty will be ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan; 2) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or 3) Any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. If this Plan is cancelled, we will not deduct the cost of any services received from your refund. Item (10) in the What Is Not Covered section is deleted and replaced with the following: (10) WITH THE EXCEPTION OF DAMAGE MANIFESTING FROM POWER SURGES OR ACCIDENTAL DAMAGE FROM HANDLING AS INDICATED ABOVE, DAMAGE COVERED BY THE MANUFACTURER'S OR RETAILER'S WARRANTY. Item (4) in the What Is Not Covered section is deleted and replaced with the following: (4) UNAUTHORIZED REPAIRS, ANY DAMAGE CAUSED BY UNAUTHORIZED REPAIRS, MODIFICATIONS OR ALTERATIONS, OR ANY DAMAGES ARISING THEREFROM. IF THE PRODUCT IS MODIFIED OR ALTERED WITHOUT OUR AUTHORIZATION, WE WILL ONLY PROVIDE APPLICABLE COVERAGE THAT IS NOT RELATED TO THE UNAUTHORIZED MODIFICATION OR ALTERATION OR ANY DAMAGES ARISING THEREFROM, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THIS PLAN

New Hampshire Residents: Contact us at 1-888-221-3287 with questions, concerns, or complaints about the program. In the event you do not receive satisfaction under this Plan, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, telephone number: 1-603-271-2261. The arbitration agreement provision of this Plan is subject to RSA 542.

New Mexico Residents: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

North Carolina Residents: The purchase of this Plan is not required either to purchase or to obtain financing for the product.

Oklahoma Residents: Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. The following provision in the What Is Not Covered section is amended as follows: **(6) THIRD PARTY ACTIONS, INSECT INFESTATION, FIRE, COLLISION, VANDALISM AND THEFT.** Oklahoma license number: 10008777.

Oregon Residents: The arbitration agreement provision of this Plan is amended to add the following: Any award rendered in accordance with this Plan's arbitration agreement shall be a <u>nonbinding award against you</u>, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both you and we obtain an arbitration award pursuant to this arbitration agreement. This arbitration agreement does not require you to waive your right to a jury trial in any individual legal proceeding you may file. Any arbitration occurring under this Plan shall be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

South Carolina Residents: To prevent any further damage, please refer to the owner's manual. In the event we do not provide covered service within sixty (60) days of proof of loss by you, you are entitled to apply directly to the Insurance Company. If the Insurance Company does not resolve such matters within sixty (60) days of proof of loss, you may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

Texas Residents: If you purchased this Plan in Texas, unresolved complaints concerning us or questions concerning our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to us. Texas license number: 116.

Utah Residents: NOTICE. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible.

Washington Residents: Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor. The arbitration agreement provision is amended to provide that any binding arbitration will be held at a location closest to your permanent residence.

Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. We may only cancel this contract before the end of the agreed contract term on the grounds of nonpayment, a material misrepresentation made by you to us, or a substantial breach of duties by you relating to the product or its use. If we become insolvent or otherwise financially impaired, you may file a claim directly with Virginia Surety Company, Inc. for reimbursement, payment, or provision of the service. The arbitration agreement provision of this contract is amended as follows: (1) TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT, BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, WAIVE THE RIGHT TO TRIAL BY JURY, AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATION OR OTHER REPRESENTATIVE PROCEEDINGS; and (2) the phrase "and is governed by the Federal Arbitration Act." in the first sentence of paragraph (a) is deleted in its entirety.

Wyoming Residents: The arbitration agreement provision in this Plan is replaced with the following: "If there are disputes between you and us that are not resolved by negotiations, you and we may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming." For the purpose of this arbitration agreement, references to "we" and "us" include the Plan Obligor and administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) United States Military Exchange Services and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

To obtain a large-type copy of the terms and conditions of this Plan, please call 1-888-221-3287.

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Customer Name:Customer Address:	

Terms and Conditions:

Technology BuyBack

THIS PLAN IS A LEGAL CONTRACT BETWEEN YOU AND ASURION SERVICES, LLC. IT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, DO NOT USE THIS TECHNOLOGY BUYBACK PLAN.

Asurion Services, LLC, whose address is P.O. Box 1340, Sterling, VA 20167, telephone 1-888-221-3287, is contracting with you to provide this Plan.

Throughout this Plan the words: (1) "we", "us", or "our": refer to Asurion Services, LLC ("ASURION"); (2) "retailer": refers to the retailer from whom you purchased your product; (3) "product": refers to the item that you purchased to which this Plan applies; (4) "you" and "your": refer to the individual who purchased the product to which this Plan applies; (5) "value": refers to the buyback trade-in value, as determined by us, for the product that you will return to us. Buyback value is based on condition of your product and length of ownership; (5) "Plan": refers to the Buyback program as outlined below; and (6) "Service Contract": refers to the service contract that you purchased concurrently with the product that is covered by this Plan.

Instructions: You must keep the sales receipt for the covered product; it is an integral part of this Plan and you may be required to produce it to obtain service. This Plan, including the sales receipt showing the commencement date and product identification, constitute the entire agreement.

This Plan provides for the trade-in of your product to ASURION for a value, as determined by us, based on the working condition and length of time since you purchased the product. See below for more details on how we determine such value. After the value of your product has been determined by us, you must ship your product (and all accessories included) in working order to us prior to receiving the trade-in value. After receipt of the product and accessories, we may issue you a voucher, gift card or check at our discretion for the trade-in value, as determined by us. NOTE: Any missing accessories may cause the grade of your trade-in value to decrease based on the determining factors below. You are responsible for backing up and purging all computer software and data prior to exercising your trade-in. We are not responsible for preserving or removing data from your product.

Determination of Value:

We will evaluate the condition of your product and grade it based on the following criteria:

- (1) **Excellent:** The product is fully functional with no technical problems, with only a few scratches, and all accessories are included.
- (2) **Fair:** The product has one or more of the following issues: (1) The product has sustained minor functional damage that can be easily repaired; and/or (2) The product has visible wear and tear, including but not limited to, scratches, cracks, dents and internal dust build up.
- (3) **Poor:** The product has one or more of the following issues: (1) The product has functional damage or product failure that affects its ability to perform its function or impairs its use and cannot be easily repaired; (2) The product has water damage or damage from bodily fluids; (3) The product shows indications of a serial number modification; and/or (4) The product has insect/rodent infestation/damage.

We will issue a voucher, gift card or check in an amount equal to a percentage of your original product purchase price, as indicated on your sales receipt. The percentage will be determined in accordance with the following schedule, based on the grade (as determined above) and the length of time since you purchased the product:

Months since Product Purchase	Months	since	Product	Purchase
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Grade	0-6	7-12	13-18	19-24
Excellent	50%	40%	30%	20%
Fair	25%	20%	15%	10%
Poor	0%	0%	0%	0%

The term of this Plan begins on your date of product purchase and continues for the term of your Service Contract that you purchased, not to exceed two (2) years.

When you are ready to make your claim under this Plan, call ASURION 24 hours a day, 7 days a week at 1-888-221-3287 to begin the claim process. We will pay for the cost of shipping your product to us; a prepaid label will be provided to you. If, upon receipt of your product and validation of its condition, we determine that your product does not meet the previously determined grade, and you would like your product back, you will be responsible for the delivery or cost of delivery of your product from our service center back to you. If, within sixty (60) days of such determination, you fail to arrange for shipping of the product back to you, ASURION may dispose of the product as it sees fit. Foreign language assistance is available for your convenience.

Subrogation: In the event you exercise this Plan, you agree to subrogate and assign your rights of recovery to us.

ARBITRATION AGREEMENT. For the purpose of this arbitration agreement (referred to hereinafter as the "A.A.") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and (2) United States Military Exchange Services and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

Most of your concerns about the Plan can be addressed simply by contacting us at 1-866-856-3882. In the event we cannot resolve any dispute with you, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.

- (a) This A.A. shall survive termination of the Plan and is governed by the Federal Arbitration Act. This A.A. shall be interpreted broadly, and it includes any dispute you have with us that arises out of or relates in any way to the Plan or the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this A.A. does not preclude you from bringing an individual action against us in small claims court or from informing any federal, state or local agencies or entities of your dispute. They may be able to seek relief on your behalf.
- **(b)** To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and relief sought. If we do not resolve the dispute within 30 days of receipt of the Notice, you may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org or 1-800-778-7879. Asurion will reimburse you for a filing fee paid to the AAA, and if you are unable to pay a filing fee, we will pay it if you send us a written request.
- (c) The arbitration shall be administered by the AAA in accordance with the Consumer Arbitration Rules ("Rules"). The arbitrator is bound by the terms of this A.A. and shall decide all issues, with the exception that issues relating to the enforceability of this A.A. may be decided by a court. If your dispute is for \$25,000 or less, the arbitration will be conducted by submitting documents to the arbitrator, unless you request an in-person or telephonic hearing or the arbitrator decides that a hearing is necessary. If your dispute is for more than \$25,000, the right to a hearing will be determined by the Rules. Unless otherwise agreed, any hearing will take place in the county or parish of your mailing address. We will pay all filing, administration and arbitrator fees for any arbitration, unless your dispute is found by the arbitrator to have been filed for the purpose of harassment or is patently frivolous. In that case, the Rules govern payment of such fees.
- (d) The arbitrator shall issue a decision including the facts and law supporting it. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement we offered or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or \$7,500.00, whichever is greater; and (2) pay the attorney's fees and expenses, if any, you reasonably incurred in the arbitration. While that right to fees and expenses is in addition to any right you may have under applicable law, you may not recover duplicate awards of fees and expenses. Asurion waives any right it may have under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration.
- (e) If you seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide you relief. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE PROCEEDING. Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A. A. shall be null and void.

To Obtain a large type copy of the Terms and Conditions of this Plan, please call 1-888-221-3287.

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