

The following Terms and Conditions apply to a WaCa Service Contract.

This is a legal contract. 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. These terms and conditions ("Plan") together with your sales receipt constitute the entire agreement.

1. **Plan Provider (Obligor):** The company obligated under this Plan is AIG Warranty Services and Insurance Agency, Inc. ("AIGWS"), except in Florida, Oklahoma and Wisconsin. AIGWS can be contacted at 300 Riverside Plaza, Chicago, IL 60606 or (800) 250-3819. In Florida, the Obligor is **New Hampshire Insurance Company, ("NHIC")**, located at 175 Water St, 20th Floor, New York, NY 10038, or (800) 250-3819. In Oklahoma, the Obligor is the dealer. In Wisconsin, the Obligor is Warranty Corporation of America, located at 3110 Crossing Park Rd, Norcross, GA 30071.
2. **Definitions:** Throughout this Plan the words, "we", "us", and "our" refer to the Obligor. The word "dealer" refers to the entity from which you purchased this Plan. The words "you" and "your" refer to the Plan holder or the person to whom the Plan was transferred pursuant to this Plan. The word "product" refers to each consumer item that is covered by this Plan.
3. **Term:** If you purchased a Plan that includes 4-Hour or 24-Hour On-Site Service, or a Plan that includes Accidental Damage from Handling coverage, the term of the Plan begins as of the date of product purchase. If you purchased any other Plan, the term of the Plan begins after the expiration date of the shortest portion of the manufacturer's warranty.
4. **Coverage:** Coverage begins at the same time as the term of the Plan, unless noted otherwise in this section below. Depending on the Plan you have selected, the Plan will repair or replace your product to standard operating condition after such product has failed due to normal wear and tear or a defect in either materials or workmanship. Coverages apply to qualifying products sold in the U.S.A. only. There is no deductible under this Plan.
 - a. **Replacement Plan:** If you have purchased a Replacement Plan (including coverage for refurbished laptop computers), your product will be replaced, not repaired. Call **1-888-969-2260** to begin the replacement process. You will be required to ship the product, at your expense, to a designated location for inspection. If your product qualifies for replacement, you will receive, at our discretion, a new or remanufactured product of like kind and quality, or a gift certificate equal to the original purchase price of the product, excluding shipping, handling and taxes. Once the replacement process is complete for a product, then for that product, this Plan is fulfilled and coverage ends. If your product is found to be non-defective, it will be returned to you.
 - b. **Depot Service:** If your product qualifies for Depot Service, we will mail pre-paid shipping labels to you that will carry your package to and from the designated repair location. For new laptop purchases, we will provide a pre-paid shipping carton instead of labels.
 - c. **On-Site Service:** If On-Site Service is provided under this Plan, you must provide a safe, non-threatening environment for our technicians. If repairs cannot be performed on-site, we reserve the right to transport your product to a repair location and to pay all shipping and handling costs. On-site service will be provided during regular business hours, local time, Monday through Friday, except holidays. **ON-SITE SERVICE IS NOT AVAILABLE FOR PLAN HOLDERS LOCATED IN CALIFORNIA OR NEW YORK.**
 - d. **Accidental Damage from Handling ("ADH"):** If you purchased ADH coverage, we will cover unintentional and accidental damage to a product that results from normal and customary use and handling of the product, such as drops and liquid spills that render the product inoperable. ADH coverage is limited to one (1) covered claim per contract term. You will be required to ship the product to a designated location for inspection. If the product is repaired under ADH, the other coverages remain in effect. If the product cannot be repaired, it will be replaced with a new or remanufactured product of like kind and quality, or a gift certificate equal to the original purchase price of the product, excluding shipping, handling and taxes. If the product is replaced, the Plan is fulfilled and coverage ends. All shipping charges will be covered by the Plan. ADH coverage begins on the date of product purchase.
 - e. **4-Hour or 24-Hour On-Site Service:** If you purchased a Plan that offers either 4-Hour On-Site Service or 24-Hour On-Site Service, please note the following:
 - i. The cost of repair labor is covered as of the date of product purchase;
 - ii. The cost of repair parts is covered after the expiration date of the manufacturer's warranty;
 - iii. On-site service will be provided during regular business hours, local time, Monday through Friday, except holidays;

- iv. iv. On-site service cannot be scheduled until the repair parts have been delivered. Once it has been confirmed that the required parts have been delivered, all attempts will be made to establish appointment times as follows:
 - 1) **4-Hour Service:**
 - a) If the parts confirmation occurs before noon (12pm) of a business day, every attempt will be made to get a technician to the repair location before the close of that business day. If a technician cannot perform the repair before the close of that business day, a technician will be at the repair site by noon (12pm) of the next business day.
 - b) If the parts confirmation occurs after noon (12pm) of a business day, a technician will be dispatched to perform the repair before noon (12pm) of the next business day.
 - 2) **24-Hour Service:**
 - a) If the parts confirmation occurs before noon (12pm) of a business day, a technician will be dispatched to the repair location before noon (12pm) of the next business day.
 - b) If the parts confirmation occurs after noon (12pm) of a business day, a technician will be dispatched to perform the repair before the close of the next business day.
 - v. Problems resulting from the initial installation of a product at your location are not covered;
 - vi. Refurbished products are not covered;
 - vii. **THESE SERVICES ARE NOT AVAILABLE TO PLAN HOLDERS LOCATED IN CALIFORNIA OR NEW YORK.**
 - f. **Pixel Repair:** The Plan provides pixel repair based on the manufacturer's guidelines.
 - g. **No Lemon Guarantee:** This guarantee applies after we have completed three service repairs for the same problem on an individual product, which problem first began after the expiration date of the manufacturer's warranty. If that product requires a fourth repair, as determined by us, we reserve the right to replace the product with one of like kind and quality, not to exceed the original purchase price excluding shipping, handling and taxes. Once a product is replaced, then for that product, this Plan is fulfilled and coverage ends. We may ask you to return the original product to us at our expense. Preventative maintenance checks, cleanings, product diagnosis, customer education, accessory repairs or replacements are not considered repairs for the purposes of the No Lemon Guarantee.
 - h. **Digital LifeLine™:** If this Plan covers any desktop or laptop computer, Digital Lifeline (DLL) is included with your purchase. To download and register DLL onto your product, logon to <http://digitallifeline.com/dll/register> and follow the instructions. If your product fails to operate properly, please use DLL to perform diagnostics before calling for assistance.
 - i. **Power Surge Protection:** All Plans other than Replacement Plans provide power surge protection in the absence of any other insurance coverage, from the date of product purchase.
 - j. **International Service:** If your product requires service and is located outside of the U.S.A. or Canada, please call 01-770-417-2189 or send an e-mail to warranties@waca.com. If the product is still covered by the manufacturer's warranty and has been sold with a repair plan, you will need to contact the manufacturer for service locations worldwide. If the product is out of the manufacturer's warranty period, we will ask you to do the following: 1) locate service in your area; 2) get an estimate for the repair; 3) get an authorization from us for the repair; 4) remit payment to the service center; and 5) send us the invoice. We will reimburse you for the authorized amount of the claim by issuing a check in U.S. dollars that will be mailed to an address in the USA or within the U.S. postal system. If your product was sold with a replacement plan, contact us by phone or e-mail and we will issue a check to you in U.S. dollars for the original purchase price of the product, excluding taxes, shipping and handling, which will be mailed to an address in the USA or within the U.S. postal system.
5. **Registration:** It is not necessary to register your product in order to validate this Plan.
 6. **Registration:** It is not necessary to register your product in order to validate this Plan.
 6. **Contract Limits of Liability:** The combined payments of all claims for any one product covered under this Plan shall not exceed the original purchase price of that product excluding shipping, handling and taxes. If we determine that a product is not repairable, you will receive, at our discretion, a new or remanufactured product of like kind and quality, or a gift certificate equal to the original purchase price of the product, excluding shipping, handling and taxes. If we replace or reimburse a product after the expiration date of its manufacturer warranty, then for that product, this Plan is fulfilled and coverage ends. Each remaining product is covered until it is replaced, its claim limit is reached, or the Plan expires or otherwise terminates.
 7. **Your Responsibilities:** You must follow the instructions that are in the owner's manual for proper use, care and maintenance of your product. Failure to follow the manufacturer's maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not

require as a condition of this Plan) the regular back up of data and software. This Plan does not cover the cost of data recovery or any other consequential or incidental damages.

8. **Purchaser Records:** You may be asked to provide proof of purchase as a condition for receiving service under this Plan. **YOUR ORIGINAL PURCHASE RECEIPT SHOULD BE KEPT WITH THIS PLAN IN A SAFE PLACE.**
9. **Claims - If Your Product Needs Service:** You may begin the claim process by calling **1-888-969-2260**. After we authorize your claim, you may arrange for service and we will pay the reasonable cost for parts and labor that we pre-approve. Repair service will be available during regular business hours local time, Monday through Friday excluding holidays, and will be performed by an authorized service provider. If we determine that your product cannot be repaired, you will receive, at our discretion, a new or remanufactured product of like kind and quality, or a gift certificate equal to the original purchase price of the product, excluding shipping, handling and taxes. **AT OUR OPTION, REPLACEMENTS WILL BE NEW, REBUILT, OR NON-ORIGINAL MANUFACTURER PARTS OR PRODUCTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.** Advances in technology may result in a replacement product with a lower selling price than the original. If we replace or reimburse a product after the expiration date of the manufacturer's warranty, then for that product, this Plan is fulfilled and coverage ends.
10. **Availability of Services:** While we try to complete service as quickly as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer's delays, shipment to a service facility or Acts of God.
11. **Contractual Liability Insurer:** If You reside in any of the following states: AL, AK, AZ, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MO, MT, NE, NV, NH, NJ, NM, ND, OH, OR, PA, RI, SC, SD, TN, TX, UT, VT, WA, WV, WI or WY, this Contract is secured by a contractual liability insurance policy provided by Illinois National Insurance Company, 175 Water St, 20th Floor, New York, NY 10038 and telephone number (800) 250-3819. If, within sixty (60) days, We have not paid a covered claim, provided you with a refund or You are otherwise dissatisfied, You may make a claim directly to the insurance company. If You reside in any of the following states: AR, CA, FL, MS, OK, NY, NC or VA, this Contract is secured by a contractual liability insurance policy provided by New Hampshire Insurance Company, 175 Water St, 20th Floor, New York, NY 10038 and telephone number (800) 250-3819. If, within sixty (60) days, We have not paid a covered claim, provided you with a refund or You are otherwise dissatisfied, You may make a claim directly to the insurance company.
12. **Exclusions – What Is Not Covered:**
 - a. a. Computer hardware added after the original purchase; loss or damage to stored data; external antenna or local reception problems;
 - b. Consumable items such as batteries, bulbs, accessories, attachments or any other parts or materials that are designed to be consumed during the life of the product;
 - c. Cosmetic defects, damage, or failures of non-operational components that do not inhibit the proper operation and performance of the product, such as but not limited to decorative finishing, handles, knobs, cracked cases and broken hinges;
 - d. d. Costs or damage resulting from: 1) improper electrical wiring and connections; 2) unauthorized modifications, alterations, repairs or repair personnel; 3) use in any combinations not approved in the manufacturer's specifications; 4) products or product components used for public or commercial leasing purposes; 5) liquid immersion of any kind;
 - e. Disruption of any product function due to a manufacturer design flaw or defect which results in a manufacturer recall;
 - f. Loss and/or theft of the product;
 - g. Loss or damage caused by any physical object or force external to the product, including but not limited to general environmental conditions, negligence, misuse, abuse; vandalism, or Acts of God;
 - h. Loss or damage to the product either while in storage or in the course of transit, delivery, or redelivery;
 - i. i. Personal computer monitor screen imperfections, including but not limited to: 1) loss of brightness over time caused by degradation of phosphors ; or 2) burn-in or burned phosphor, caused by video games or prolonged display of image signals;
 - j. Products whose serial number has been altered or removed;
 - k. Repair or replacement as a result of conditions that existed prior to your purchase and delivery of the product or the Plan;
 - l. Repair or replacement due to failure to properly install, setup, operate, maintain, or clean the product in accordance with local codes and the manufacturer's printed instructions;
 - m. Routine preventive maintenance, cleaning, or tune-ups; minor adjustments and settings outlined in the product owner's manual that the user can perform; costs related to any service request which results in customer education or no problem found;
 - n. Services covered by any other warranty, service agreement, insurance policy or manufacturer recall in effect at the time of the failure;

- o. Special, indirect, or consequential damages or loss, due to: 1) computer software or viruses; 2) an inaccessible product or part; 3) loss of use; 4) personal items left in the product to be repaired or replaced;
 - p. Unless ADH coverage has been purchased, we will not cover product failures due to an unexpected and unintentional external event (drop or liquid spill) that arises from your normal daily usage of the product.;
13. **Renewal:** This Plan is not renewable.
14. **Transfer:** This Plan may be transferred to an eligible party to whom you sell or give all products under the Plan while it is in force. For more information, please call **1-888-969-2260**, or send your request in writing within fifteen (15) days of transfer to the administrator's address cited below. Include your name and Plan number, and the name, address and phone number of the new owner.
15. **Cancellation:** You may cancel this Plan for any reason at any time. To cancel it, submit your request in writing to the administrator at the address cited below. If you cancel this Plan within thirty (30) days of receipt of this Plan, and we have not paid a claim, you will receive a full one hundred percent (100%) refund of the original Plan purchase price, excluding taxes. If you cancel this Plan after thirty (30) days of its delivery, or at anytime after we pay a claim, you will receive a pro rata refund of the Plan price based on the number of days remaining, less any claims that have been paid, less a cancellation fee of either twenty-five dollars (\$25) or ten percent (10%) of the Plan price, whichever is less. Neither the dealer nor we can cancel this Plan except in the event of your fraud, material misrepresentation or failure to pay the Plan price.

If You reside in one of the following states, these provisions apply to You:

Arizona: 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 this 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: 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: The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody 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: 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.

Georgia: 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. The 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.

Illinois: If you cancel after thirty days, you will receive a pro rata refund of the Plan price based on the days remaining, less any claims that have been paid.

Kansas: This Plan is not an insurance policy.

Nevada: This Plan is not an insurance policy. 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) or ten percent (10%) of the Plan fee, whichever is less. If we fail to pay the cancellation refund within

forty-five (45) days of your written request, we will pay you a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. 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.

New Mexico: 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: The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance.

Oklahoma: THIS PLAN IS NOT ISSUED BY THE MANUFACTURER OR WHOLESALE COMPANY MARKETING THE PRODUCT COVERED BY THIS PLAN. THIS PLAN WILL NOT BE HONORED BY SUCH MANUFACTURER OR WHOLESALE COMPANY. IF EITHER YOU OR WE CANCEL THIS PLAN, THE RETURN OF THE PLAN PRICE WILL BE BASED UPON ONE HUNDRED PERCENT (100%) OF THE UNEARNED PRO RATA PRICE OF THE PLAN, LESS THE COST OF ANY SERVICE RECEIVED. THE DEALER IS THE OBLIGOR UNDER THIS PLAN.

South Carolina: To prevent any further damage, please refer to the owner's manual. In the event the Plan provider does not provide covered service within sixty (60) days of proof of loss by the Plan holder, 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 South Carolina Department of Insurance, PO Box 100105, Columbia, SC 29202-3105, or (800) 768-3467.

Texas: If you purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a Plan provider or administrator may be addressed to the Texas Department of Licensing and Regulations, PO Box 12157, Austin, TX 78711 or (512) 463-2906 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.

Utah: Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. If we cancel this Plan due to fraud or material misrepresentation, you will be notified thirty (30) days prior to Plan cancellation. If we cancel this Plan due to nonpayment, you will be notified ten (10) days prior to Plan cancellation.

Washington: You may make a claim directly to the insurance company at any time.

Wisconsin: **THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE.** This Plan shall not be cancelled nor can coverage be denied due to unauthorized repair of the covered equipment, unless we are prejudiced by your failure to obtain such authorization. If you cancel this Plan, no deduction shall be made from the refund for the cost of any service received. Warranty Corporation of America is the Obligor under this Plan. This Plan is backed by a contractual liability insurance policy with limits of liability of five thousand dollars (\$5,000) per claim and twenty-five thousand dollars (\$25,000) in aggregate per Plan.

Administered by:
Warranty Corporation of America
3110 Crossing Park Rd., Norcross, GA 30071
Toll-Free Customer Service: 1-888-969-2260