



TERMS AND CONDITIONS
Product Protection Service Plan ("Plan")

Plan Administrator ("Administrator"):

Safeware
6500 Busch Blvd., Suite 233
Columbus, OH 43229
800-800-6132

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY: It describes the protection you will receive in return for payment by You. Please keep this document in a safe place along with the sales receipt You received when You purchased Your Product, as You may need them to verify your coverage at the time of service. You must maintain the Product as recommended by the manufacturer's owner's manual or product warranty. Refer to the Declarations Page of this Plan, or Your sales invoice or receipt to determine the term of this Plan.

DEFINITIONS:

- (1) "'We", "Us" and "Our" means the company obligated under this Plan, Safeware, The Insurance Agency, Inc., 6500 Busch Boulevard, Suite 233, Columbus, OH 43229, in all states except in Florida and Oklahoma where it is LYNDON SOUTHERN INSURANCE COMPANY, 10151 Deerwood Park Boulevard, Building 100, Suite 330, Jacksonville, Florida 32256, and in New Mexico and Washington where it is DEALERS ALLIANCE CORPORATION, 3518 Riverside Drive, Upper Arlington, OH 43221 800-282-8913.
- (2) "You" and "Your" refer to the purchaser of the product(s) covered by this Plan or to the person to whom this Plan was properly transferred;
- (3) "Product" means the item(s) identified by serial number on the Declarations Page of this Plan, which you purchased with and which is covered by this Plan;
- (4) "Failure" means the failure of Your Product to perform its intended function due to mechanical or electrical breakdown resulting from defects in materials or workmanship during normal usage of your Product.

PRODUCT ELIGIBILITY: This Plan covers the Product(s) purchased as new and manufactured for use in the United States, which at the time of purchase included, at a minimum, a manufacturer's original one year warranty valid in the United States. A Product with a different serial number than the Product serial number identified on the Declaration Page is not provided coverage hereunder. Accessories and/or add-on options purchased separately and not essential to the basic function of the Product are not eligible for coverage, unless specifically included in this Agreement.

WHAT IS COVERED: Through the Administrator, We will repair the Product, at Our discretion, when required due to a mechanical or electrical breakdown, including those experienced during normal wear and tear. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered. The Product must fail during normal usage. Parts will be replaced with those of like kind and quality, and may be new or remanufactured. If the Product cannot be repaired, if the cost of the repair exceeds the original purchase price or if parts are no longer available due to the age of the Product or are discontinued by the manufacturer, the Product will be replaced with a product of equal or similar features and functionality. This Plan does not cover repair or replacement of the Product for any of the causes, or provide coverage for any losses set forth in the section entitled "**WHAT IS NOT COVERED**" below.

SW_20010_9-12-12

REPAIR PLAN: By purchasing this Repair Plan, in the event of a covered claim, We will furnish labor and/or parts required to repair the Failure of your Product. Non-original manufacturer's parts of like kind and quality may be used if the original manufacturer's parts are unavailable. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to replace your Product with a product of equal or similar features and functionality. If your Product is replaced, We will have no further obligation to repair or replace Your Product and You will not be entitled to make any further claims under this Plan.

Technological advances may result in a replacement product with a lower selling price than Your original Product. No refunds will be made based on the replacement product cost difference. If Your Product is not repairable and a replacement Product is not available, or under the Replacement Plan, a replacement product is not available, We will reimburse You up to the original purchase price of Your Product, excluding taxes and less claims paid, if any, and this Plan will be fulfilled and all obligations satisfied. In no event shall Administrator or We be liable for any damages as a result of the unavailability of repair parts. You may be required to ship or deliver the defective Product prior to receiving reimbursement or a replacement product. Any and all parts or units replaced under this Plan become Our property in their entirety.

ADDITIONAL BENEFITS TO YOUR PLAN:

1. **POWER SURGE PROTECTION:** This Plan also covers the Failure of Your Product resulting from a power surge caused by power outage. POWER SURGE DOES NOT COVER DAMAGES CAUSED BY IMPROPER INSTALLATION OR CONNECTION TO AN INCORRECT POWER SOURCE.
2. **FOR LAMP COVERAGE ONLY:** If Your Product is a product that requires a lamp to generate a picture (e.g. DLP/LCD Projection) and is covered as part of the original manufacturer's warranty, Your contract may cover one (1) lamp replacement during the term of this Plan. The Administrator will determine through troubleshooting if lamp failure is due to normal usage and determine if a replacement lamp is required. If required, the Administrator will send a replacement lamp to You. You are required to install the lamp according to the product manufacturer's specifications. Under no circumstance will the Administrator be responsible for more than one (1) lamp replacement during the term of the Plan. The Plan provides coverage only for the Product(s) listed on Your schedule page and/or sales receipt. This coverage does not apply to Products purchased without extended lamp coverage.

NO LEMON GUARANTEE: If We have completed three service repairs for the same problem on an individual component of Your Product, which first began after the manufacturer's warranty period had expired ("**Qualifying Service Repairs**"), and if that Product component requires a fourth repair for the identical problem as determined by Us, We reserve the right to replace Your Product with one of equal or similar features and functionality, not to exceed the original purchase price of Your Product, excluding shipping, handling, and taxes. Once a Product is replaced, then this Plan is considered fulfilled and We shall have no further obligation to provide service under this Plan. Preventative maintenance checks, cleaning, product diagnosis, customer education, accessory repairs/replacements, computer software related problems, and any unauthorized repairs done outside of the USA are not considered repairs for the purposes of this NO LEMON GUARANTEE.

Repair services performed while Your Product is under the manufacturer's warranty period are not considered Qualifying Service Repairs.

DEDUCTIBLE: There is no Deductible required to obtain service on Your Product.

PLACE OF SERVICE: If Your Plan includes **Depot Service**, You will be responsible for shipping of the Product to the authorized service center. We will pay the cost for shipping of the Product to and from your location.

If Your Plan includes **Place of Business/On-Site/In-Home Service**, We will arrange for Your Product to be serviced at Your place of business or residence, provided You have prepared the following provisions: (1) accessibility to the Product; (2) a nonthreatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Product. In the event it's necessary to continue certain repair services at the repair center, You may be required to ship/transport the

Product to the designated repair center; in such circumstances, the shipping/transportation charges will be covered by this Plan. **Place of Business/On-Site/In-Home Service** will be provided by the authorized service provider during regular business hours, local time, Monday through Friday, except holidays.

LIMIT OF LIABILITY: The limit of liability under the Repair Plan is the lesser of the cost of (1) the purchase price of the Product excluding tax and delivery costs, or (2) authorized repairs not to exceed the purchase price of the Product, or (3) replacement of the Product with a product of equal or similar features and functionality, or (4) reimbursement for authorized repairs or replacement. Upon replacement, there is no longer any obligation for the replaced product under this Agreement. IN NO EVENT SHALL THE TOTAL OF ALL CLAIMS OR REPLACEMENTS EXCEED THE ORIGINAL PRICE PAID BY YOU FOR THE COVERED PRODUCT, LESS TAXES.

WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS, PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE. WE SHALL NOT BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN, INCLUDING INHERENT PRODUCT FLAWS.

PLAN TERMS: For the Repair Plan, term and coverage under this Plan begin upon the expiration of the shortest portion of the manufacturer's warranty and continue for the period indicated on the face page of this Plan. In the event Your Product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the covered repair has been completed.

IF YOUR PRODUCT NEEDS REPAIR: If You need to file a claim under this Plan, You must contact the Administrator at 1-800-800-6132 Monday through Friday, 8:00 AM to 6:00 PM Eastern Time to obtain a repair authorization number prior to having any repairs made to Your Product. For on-line service, log onto www.safeware.com. For faster service, please have Your proof of Product purchase (sales receipt) available when You contact the Administrator. THIS PLAN MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS. When You receive authorization for repairs, the service representative will direct You to a designated service center. A copy of the proof of Product purchase (sales receipt), and a brief written description of the problem must accompany Your Product. We will not be liable for freight charges or damage due to improper packaging. Do not return Your Product to Your retailer unless so instructed by the Administrator. If Your Plan expires during the time of an approved repair or replacement, this Plan is extended until the repair or replacement has been completed.

WHAT IS NOT COVERED: THIS PLAN DOES NOT COVER ANY LOSS, REPAIRS OR DAMAGE TO, CAUSED BY OR RESULTING FROM:

- A. PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY;
- B. PRODUCT REPAIRS THAT SHOULD BE COVERED BY THE MANUFACTURER'S WARRANTY OR ARE A RESULT OF A RECALL, REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS;
- C. PERIODIC CHECKUPS AND/OR PREVENTATIVE MAINTENANCE AS DIRECTED BY THE MANUFACTURER;
- D. INHERENT PRODUCT DEFECTS OR PARTS FAILURE DUE TO A RECALL;
- E. ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT AND/OR ANY PRODUCT SOLD "AS-IS" INCLUDING BUT NOT LIMITED TO FLOOR MODELS, DEMONSTRATION MODELS, ETC.;
- F. PARTS OR REPAIRS DUE TO NORMAL WEAR AND TEAR UNLESS TIED TO A BREAKDOWN AND ITEMS NORMALLY DESIGNED TO BE PERIODICALLY REPLACED BY YOU DURING THE LIFE OF THE COVERED PRODUCT, INCLUDING BUT NOT LIMITED TO LAMPS AFTER THE FIRST REPLACEMENT, BATTERIES, LIGHT BULBS, ETC.;

SW_20010_9-12-12

G. DAMAGE FROM ACCIDENT, ABUSE, MISUSE, MISHANDLING, INTRODUCTION OF FOREIGN OBJECTS INTO THE COVERED PRODUCT, UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO A COVERED PRODUCT, ANY COVERED PRODUCT WITH REMOVED OR ALTERED SERIAL NUMBERS, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS, AND EXTERNAL CAUSES INCLUDING THIRD PARTY ACTIONS, FIRE, THEFT, INSECTS, ANIMALS, EXPOSURE TO WEATHER CONDITIONS, EXTREME TEMPERATURE, WINDSTORM, SAND, DIRT, HAIL, EARTHQUAKE, FLOOD, WATER, ACTS OF GOD OR CONSEQUENTIAL LOSS OF ANY NATURE;

H. LOSS OR DAMAGE CAUSED BY WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT, OR CIVIL COMMOTION;

I. INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS AGREEMENT, OR LOSS OF USE DURING THE PERIOD THAT THE COVERED PRODUCT IS AT AN AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS;

J. ANY PRODUCT USED IN AN INDUSTRIAL SETTING, INCLUDING BUT NOT LIMITED TO, USE ON A RENTAL BASIS, AS A PRIMARY SOURCE OF INCOME, OR WHEN EQUIPMENT FUNCTIONALITY IS ESSENTIAL TO BUSINESS OPERATION;

K. FAILURES THAT OCCUR OUTSIDE OF THE 50 STATES OF THE UNITED STATES OF AMERICA, INCLUDING THE DISTRICT OF COLUMBIA;

L. NONFUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS, SHELVES, DRAWERS, RACKS, KNOBS, ROLLERS, BASKETS, SCRATCHES, HANDLES, COSMETIC PARTS OR PEELING AND DENTS, NONFUNCTIONAL PARTS ARE THOSE PARTS THAT ARE NOT CRITICAL TO THE PERFORMANCE OF THE PRODUCT'S ESSENTIAL FUNCTION, A PART THAT IF MISSING OR BROKEN, DOES NOT RESULT IN THE PRODUCT BEING NON-OPERATIONAL;

M. UNAUTHORIZED REPAIRS AND/OR PARTS;

N. COST OF INSTALLATION, SET-UP, DIAGNOSTIC CHARGES, REMOVAL OR REINSTALLATION OF THE COVERED PRODUCT, EXCEPT AS PROVIDED HEREIN;

O. ACCESSORIES USED IN CONJUNCTION WITH A COVERED PRODUCT;

P. ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE COVERED PRODUCT;

Q. ANY MECHANICAL BREAKDOWN OR DAMAGE CAUSED BY A COMPUTER VIRUS;

R. SERVICE WHERE NO PROBLEM CAN BE FOUND;

S. BREAKDOWNS WHICH ARE NOT REPORTED WITHIN THE TERM OF THIS AGREEMENT;

T. FAILURE AS A RESULT FROM RUST OR CORROSION ON ANY COVERED PRODUCT OR PART;

U. INCORRECT CONNECTION OF SIGNAL LEADS OR INCORRECT ELECTRICAL SUPPLY AND FAILURE OR IMPROPER USE OF ANY ELECTRICAL SOURCE;

V. ABNORMAL VARIATION OF ELECTRICAL SUPPLY;

W. DAMAGE INCURRED WHILE MOVING THE COVERED PRODUCT TO ANOTHER LOCATION;

X. MODIFICATIONS TO MEET CHANGES IN FEDERAL, STATE OR LOCAL CODES AND REGULATIONS;

Y. DAMAGE TO CLOTHING;

Z. IMPROPER INSTALLATION OF COMPONENTS OR PERIPHERALS;

SW_20010_9-12-12

AA. CORRUPTION OF ANY RECORDING MEDIA, INCLUDING ANY PROGRAM, DATA OR SETUP INFORMATION RESIDENT ON ANY HARD DRIVES AND INTERNAL OR EXTERNAL REMOVABLE STORAGE DEVICES, AS A RESULT OF THE MALFUNCTIONING OR DAMAGE OF AN OPERATING PART, OR AS A RESULT OF ANY REPAIRS OR REPLACEMENT UNDER THIS AGREEMENT;

AB. COLOR FADING OF PICTURE FOR ANY TELEVISION/MONITOR/PROJECTOR;

AC. BURNED-IN PHOSPHOR (INCLUDING IMAGE GHOSTING), PIXEL BURNOUT NOT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS;

AD. ANY PRODUCT OVER 5 YEARS FROM DATE OF PRODUCT PURCHASE IN NEW CONDITION;

AE. COVERAGE FOR SCREEN PROTECTION.

YOU SHOULD ALSO NOTE THE FOLLOWING EXCLUSIONS FROM COVERAGE UNDER THIS PLAN:

- (1) IN CERTAIN PROJECTORS, TINY DARK PIXELS OR BRIGHT PIXELS MAY CONTINUOUSLY APPEAR ON THE IMAGE. THIS PIXEL PHENOMENON IS NORMAL, DOES NOT INDICATE A MALFUNCTION AND IS NOT A COVERED DEFECT.
- (2) IN CERTAIN PROJECTORS, BLACK OR VERY DARK SIGNALS MAY BE REPRODUCED WITH SOME NON-BLACK HUES. THIS COLOR REPRODUCTION PHENOMENON IS NORMAL, DOES NOT INDICATE A MALFUNCTION AND IS NOT A COVERED DEFECT.
- (3) IN CERTAIN PROJECTORS, THE INFRARED REMOTE MAY NOT WORK PROPERLY OR MAY WORK ONLY INTERMITTENTLY AS A RESULT OF INTERFERENCE FROM FLUORESCENT LIGHT BALLASTS OR FIXTURES OR USAGE IN HIGH BRIGHTNESS ENVIRONMENTS. THIS IS NOT A COVERED DEFECT.
- (4) DUE TO THE CHARACTERISTICS OF SHORT THROW DISTANCE PROJECTORS, THE TOLERANCE OF FOCUS PERFORMANCE, IMAGE DISTORTION AND DRIFT MAY VARY MORE WIDELY THAN WITH NON-SHORT THROW DISTANCE PROJECTORS, AND THEIR USE WITH UNEVEN SCREEN SURFACES MAY LEAD TO INCREASED IMAGE DISTORTION AND UNBALANCED FOCUS ISSUES. THIS IS NOT A COVERED DEFECT.

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS PLAN DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO YOUR COVERED PRODUCT. IF YOUR COVERED PRODUCT EXPERIENCES A FAILURE OR DAMAGE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION OR IN THE EVENT OF A REPAIR INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM THE MANUFACTURER OR A MANUFACTURER AUTHORIZED REPAIR SOURCE, THEN YOU ARE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS AND/OR THE COST OF ON-SITE SERVICE.

SHOULD THE MANUFACTURER OF YOUR PRODUCT BECOME INSOLVENT OR SUBJECT TO BANKRUPTCY PROCEEDINGS OR THE MANUFACTURER NO LONGER PROVIDE PRODUCT SUPPORT AND ALL PARTS SOURCES HAVE BEEN EXHAUSTED DURING THE COVERAGE PERIOD OF THIS PLAN, ADMINISTRATOR AND WE SHALL BE EXCUSED FROM PERFORMANCE HEREUNDER AND YOU SHALL BE RECEIVE A FULL REFUND OF THE PURCHASE PRICE PAID BY YOU FOR THE PLAN LESS CLAIMS PAID.

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

CANCELLATION: You may cancel this Plan by informing the selling dealer/retailer of your cancellation request within 30 days of the purchase of the Plan and you will receive a 100% refund of the full purchase price of Your Plan. If your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Plan purchase price, less the cost of repairs made (if any), and less an administrative fee not to exceed 10% of the Plan purchase price or \$25.00, whichever is less, unless otherwise provided by state law. The cancellation provisions in this agreement only apply to the original purchaser of this Plan.

SW_20010_9-12-12

If we cancel this Plan, we must provide you with a written notice at least 15 days prior to cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation. If we cancel this Plan, You will receive a refund based upon one hundred percent (100%) of the unearned pro rata purchase price of this Plan.

RENEWAL: This Plan is not renewable.

TRANSFERABILITY: This Plan is for the original purchaser only and is not transferable to a new owner.

TERRITORIES: The Plan's territory is limited to the United States of America, including the District of Columbia, only. It does not include any Canadian or U.S. Territories including Guam, Puerto Rico, or the U.S. Virgin Islands.

SUBROGATION: If We pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.

ARBITRATION: In the event of a disagreement between You and Us concerning costs, either party may make a written demand for arbitration. This must be done within sixty (60) days after the day You filed Your claim. Each party will select an arbitrator. The two (2) arbitrators will select an umpire. Each party will pay the expenses of the respective arbitrator selected. The expenses of the umpire will be shared equally. Unless both parties agree otherwise, arbitration will take place in the county and state in which You live. Local rules will apply. A majority decision will be binding. State Variation: In Arizona: Arbitration does not preclude the consumer's right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division, (800) 325-2548. In California: This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, you may contact BEAR at 1-800-952-5210, or you may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highlands, California 95660, or you may visit their website at www.bear.ca.gov. Informal dispute resolution is not available. In Florida, Georgia, Oregon and Wisconsin: The "Arbitration" section of this Agreement is removed. In Wyoming: Arbitration can only be final and binding if agreed to by the parties involved, in a separate written agreement.

GUARANTEE: This is not an insurance policy. We have obtained an insurance policy to insure Our performance under this Plan. Should We fail to pay any claim or fail to replace the Product covered under this Plan within sixty (60) days after the Product has been returned or, in the event You cancel this Plan, and We fail to refund the unearned portion of the Plan price, You are entitled to make a direct claim against the insurer, LYNDON SOUTHERN INSURANCE COMPANY, 10151 Deerwood Park Boulevard, Building 100, Suite 330, Jacksonville, Florida 32256.

IMPORTANT CONSUMER INFORMATION: If Your Product is exchanged by the manufacturer or retailer, You must advise the Administrator in writing at 6500 Busch Blvd., Suite 233, Columbus, OH 43229 Attn: ESP Operations or call 1-800-800-1492 with the date of exchange, make, model, and serial number of the replacement product within 10 days of the exchange. In the event of such exchange, the coverage period shall not exceed the expiration date of the original Plan.

ENTIRE AGREEMENT: This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for Your Product, constitutes the entire agreement and no representation, promise or condition not contained herein shall modify these items, except as required by law.

SPECIAL STATE REQUIREMENTS:

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

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

SW_20010_9-12-12

excess, if any, shall be refunded to you. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after you cancel the Plan. 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 canceled: (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 canceled by us for fraud or material misrepresentation, including but not limited to 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 canceled by you at any time for any reason by emailing, mailing or delivering to us notice of cancellation. If the Plan is canceled: (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 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.

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. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after you cancel the Plan. If you cancel this Plan after twenty (20) days of receipt of this Plan if sent by mail or within 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

SW_20010_9-12-12

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 canceled 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: 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. If your covered failure results in a loss of heating, cooling, or electrical power to your air conditioner or refrigerator/freezer, repairs on your covered product will commence within 24 hours after you report your claim. If these repairs cannot be completed within three (3) calendar days, we will send you a report indicating the status of these repairs.

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 anytime 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 Safeware at the address listed above. 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. Safeware 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 Safeware cancels this Plan, you shall receive a refund of 100% of the unearned pro-rata premium. Safeware 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

SW_20010_9-12-12

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.

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. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan to us. 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.

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 canceled 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: You may return this Plan within 20 days of the date this Plan was mailed to You or within 10 days if the Plan was delivered to You at the time of sale. If You made no claim, the Plan is void and the full purchase price will be refunded to You. A 10% penalty per month will be added to a refund that is not made within 30 days of Your return of the Plan. These provisions apply only to the original purchaser of the Plan. In the event We cancel this Plan, We will mail a written notice to You at Your last known address at least 21 days prior to cancellation with the effective date for the cancellation and the reason for cancellation. What is Not Covered from coverage are limited to those expressly stated under the **"WHAT IS NOT COVERED"** section above. You may file a claim directly with Dealers Alliance Corporation, 3518 Riverside Drive, Upper Arlington, OH 43221 or 800-282-8913.

Wisconsin Residents: THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE. This Plan shall not be canceled due to unauthorized repair of the covered equipment, unless we are prejudiced by your failure to obtain such authorization. If this Plan is canceled, no deduction shall be made from the refund for the cost of any service received. **Section U of the "What is not Covered" section of this Plan does not apply.**

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. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan to us. 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

SW_20010_9-12-12

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.

These terms & conditions are available on Our website at www.safeware.com or call 1-800-800-6132 to have a copy mailed to You.