

NIKON CARE PROTECTION AGREEMENT

THIS PROTECTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU AND US. PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY.

For more information on how to file a Claim, please refer to the “HOW TO FILE A CLAIM” provision below.

For Fast Claim Service Visit:

www.MyProtectALL.com/NikonCare

DEFINITIONS:

“Accidental Damage From Handling” and/or “ADH”: means damage directly resulting from unintentionally dropping the Covered Product or spilling liquid onto it. ADH coverage may not be available for all Covered Products.

“Administrator”: means the company responsible for administering benefits to You in accordance with the terms and conditions of this Protection Agreement, which is ProtectALL USA, LLC, who can be contacted at 9151 Boulevard 26, Suite 100B, North Richland Hills Texas 76180, Toll Free Phone Number **1-866-210-0332**.

“Ancillary Items” means any item that is not a Covered Product. Ancillary Items are not covered under this Protection Agreement. For example, Ancillary Items include lens caps, straps, carrying bags, tripods, consumables (including but not limited to batteries), cases that hold a Covered Product, etc. and various other products that may be complementary to a Covered Product, whether or not such Ancillary Items are (a) provided or purchased concurrently with a Covered Product or purchased separately, or (b) included in a Product Kit with one or more Covered Products.

“Claim”: means a request for service under the provisions of this Protection Agreement.

“Coverage Amount”: means the retail purchase price of the Covered Product(s), exclusive of taxes and fees, or number of Claims, as identified in the Coverage Summary Page or Sales Receipt/Invoice.

“Coverage Start Date”: means the date coverage begins under this Protection Agreement, which is the date of purchase or date of delivery, as shown on Your Coverage Summary Page or Sales Receipt/Invoice.

“Coverage Term” and “Term”: means the length of coverage You receive under this Protection Agreement, starting on the Coverage Start Date as shown on Your Sales Receipt/Invoice.

“Covered Product”: means the consumer product(s) that You purchased that is (a) limited specifically to Nikon-branded cameras, lenses, speedlights, speedlight commanders, teleconverters, mount adaptors, battery packs/grips, laser rangefinders, field scopes, spotting scopes, and binoculars, whether or not included as part of a Product Kit and (b) identified on Your Sales Receipt/Invoice, and (c) meet the Product Eligibility requirements below.

“Coverage Summary Page”: means the summary of the terms and coverage included with your Protection Agreement.

“Data” means, collectively, any and all data including but not limited to images, videos and/or equipment settings.

“Deductible”: means the amount You are required to pay, per Claim, prior to receiving covered services under this Protection Agreement (if any), as indicated on Your Sales Receipt/Invoice or Coverage Summary Page.

“Failure”: means the mechanical or electrical breakdown of Your Covered Product that results in it no longer being able to function as originally intended, which is caused by defects in the Manufacturer’s materials or workmanship occurring during normal use of the Covered Product, and not due to normal wear and tear.

“Manufacturer”: means the original manufacturer of the Covered Product.

“Distributor” means the Manufacturer’s United States affiliate that imports and initially distributes the Covered Product in the United States and provides the United States limited warranty for the Covered Product.

“Obligor”, “We”, “Us” “Our” and “Provider”: means the company obligated under this Protection Agreement, which is First Shield Consumer Service Corporation located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108 1-855-671-1319, except in

Florida. In Florida, the Obligor is First Shield Consumer Service Corporation of Florida located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108, Florida Company Code 43785 1-844-359-0418.

"Power Surge": means damage to the Covered Product resulting from an oversupply of voltage to Your Covered Product while properly connected to a surge protector approved by the Underwriter's Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Covered Product to a power source.

"Product Kit": means a grouping of separate products sold together and packaged as an individual item that will include in the package one or more Covered Products and may include Ancillary Items.

"Product Purchase Price": means the amount paid by You to the Retailer for the Covered Product, excluding any applicable taxes and/or delivery and handling costs or fees.

"Protection Agreement," and **"Agreement"**: means, collectively, this document, detailing all coverage provisions, conditions, exclusions and limitations for this Protection Agreement that have been provided to You, along with Your Sales Receipt/Invoice and Coverage Summary Page.

"Protection Agreement Price": mean the price You paid for this Protection Agreement.

"Retailer": means the authorized seller of the Covered Product and this Protection Agreement.

"Sales Receipt/Invoice": means the receipt document (paper or email) provided to You by the Retailer as proof of Your purchase of (a) one or more Covered Products and (b) this Protection Agreement.

"You" and **"Your"**: means the original purchaser of the Covered Product and this Protection Agreement, and any authorized transferee of the original purchaser to any person to whom this Agreement has been transferred in accordance with the terms herein.

PRODUCT ELIGIBILITY:

This Protection Agreement covers Covered Products purchased as new or factory-refurbished and manufactured for sale and use in the United States, which, at the time of Covered Product purchase, included a Distributor limited warranty valid in the United States providing minimum coverage of one (1) year against defects in parts and labor for new Covered Products and (90) days for refurbished Covered Products. The Protection Agreement must be purchased within thirty (30) days of purchase of Your Covered Product. Purchase of this Protection Agreement is not required to purchase the Covered Product or to obtain financing for the Covered Product. Coverage outlined in this Protection Agreement only applies to Covered Products not covered under any other insurance warranty, guarantee and/or service contract providing the same benefits as outlined herein. Covered Products must be purchased from a Retailer, and not intended for resale.

YOUR RESPONSIBILITIES:

1. You must retain and provide Us with a complete copy of Your Sales Receipt/Invoice. You can provide such proof at the time You make a Claim.
2. You must properly use and maintain Your Covered Product according to the Covered Product's operating instructions issued by the Manufacturer, and if Your Covered Product becomes damaged, You must take the necessary steps to protect against any further damage. If We determine that any loss or damage has occurred as a direct result of not performing any of the foregoing, Your Claim will be denied.

SERVICE FOR YOUR PRODUCT:

You will receive service under this Protection Agreement on the Covered Product as described below.

CARRY-IN/DEPOT: Service will be performed at one of Our authorized service centers designated by the Administrator. Unless otherwise provided in this Protection Agreement and stated on Your Sales Receipt/Invoice, the Covered Product must be delivered by You in person or shipped by You to Our designated authorized service center. We will pay for shipping to and from Your location as long as You first contact the Administrator and follow all instructions.

PROTECTION AGREEMENT TYPES:

Your Protection Agreement type is listed on the Sales Receipt/Invoice. If your Sales Receipt/Invoice provides that you are entitled to the applicable protection, then the details of this Protection Agreement coverage listed below shall apply to You.

A. REPAIR PROTECTION AGREEMENT:

COVERAGE AND TERM: This Protection Agreement begins on the Coverage Start Date and is inclusive of the Distributor's limited warranty; it does not replace the warranty but may provide certain benefits during the term of the Distributor limited warranty period. Parts and labor for electrical and mechanical failures covered under such Distributor limited warranty will begin upon expiration of the shortest portion of the Distributor limited warranty and continue for the term listed on the Coverage Summary Page and Your Sales Receipt/Invoice. At Our sole discretion, We may use new, refurbished or remanufactured parts in repairing the Covered Product. In the event that: (i) the Covered Product cannot be repaired, (ii) the cost to repair the Covered Product exceeds the Covered Product's original Product Purchase Price, or (iii) if parts are no longer available or have been discontinued by the Manufacturer, the Covered Product will be replaced as determined by Us with a product of like kind and similar features. At Our sole discretion, We may use new, refurbished, or remanufactured products to replace Your Covered Product. Replacement products and replaced items that are part of a Product Kit are ineligible for coverage and future Claims under this Protection Agreement. However, remaining Covered Product(s) continue to be eligible for coverage, subject to the terms of the Protection Agreement. If We provide a replacement product, You agree that the damaged Covered Product becomes Our sole property, unless we waive such right in writing.

- **POWER SURGE PROTECTION:** This Protection Agreement provides power surge protection for your Covered Product from the Coverage Start Date. If the Covered Product is damaged because of a power surge, we will service or replace the Covered Product in accordance with the terms herein. Electronics that are portable or can be picked up by hand must be properly connected to a surge protector approved by the Underwriter's Laboratory Inc. (UL) to be eligible for coverage. Coverage does NOT include damages resulting from the improper installation or improper connection of the Covered Product to a power source.
- **NO LEMON GUARANTEE:** If Your Covered Product has three (3) repairs covered under this Protection Agreement for the same problem and a fourth (4th) repair is required for the same problem and considered covered under this Protection Agreement, We will replace Your Covered Product with one of like kind and quality, but not necessarily same model, or, at Our sole discretion, provide You with reimbursement equal to the fair market value of the Covered Product as determined by Us based upon the age of the Covered Product and subject to the LIMIT OF LIABILITY section. Any repair services performed while Your Covered Product is covered under the Distributor limited warranty or in association with ADH are not considered to be qualifying service repairs under this benefit.

IMPORTANT: THE COVERAGE DESCRIBED IN THIS PROTECTION AGREEMENT WILL NOT REPLACE OR PROVIDE DUPLICATIVE BENEFITS DURING ANY ACTIVE DISTRIBUTOR LIMITED WARRANTY PERIOD. DURING SUCH PERIOD, ALL PARTS, LABOR, ON-SITE SERVICE AND/OR SHIPPING COSTS COVERED BY THAT LIMITED WARRANTY ARE THE SOLE RESPONSIBILITY OF DISTRIBUTOR. PARTS USED TO REPAIR OR REPLACE YOUR PRODUCT MAY BE NEW, USED, REFURBISHED, OR NON-ORIGINAL MANUFACTURER PARTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF YOUR PRODUCT. Where applicable, technological advances or other factors may result in a replacement product with a lower selling price than Your original Covered Product, and no refunds will be made based on the replacement product cost difference.

B. OTHER PROTECTION AGREEMENTS:

REPAIR PROTECTION AGREEMENT PLUS ACCIDENTAL DAMAGE FROM HANDLING (ADH) PROTECTION AGREEMENT: Except as otherwise specified, if You were offered and purchased ADH, it augments Your Protection Agreement by providing additional protection for accidental damage from drops, spills and liquid damage associated with normal handling and use of Your Covered Product. ADH does not provide protection against theft, loss, reckless or abusive conduct associated with handling or use of Your Covered Product, cosmetic damage and/or other damage that does not affect the functionality of Your Covered Product, or damage caused during shipment between You and Our service providers.

DEDUCTIBLE:

There is no Deductible required to obtain service on Your Covered Product under this Protection Agreement.

HOW TO FILE A CLAIM:

To make a Claim under this Protection Agreement, You will need to first contact the Administrator for approval and a repair authorization number. You may contact the Administrator via toll-free number at **1-866-210-0332** or online at www.myprotectall.com/NikonCare. The Administrator will confirm Your Protection Agreement coverage and collect any additional information necessary from You and about Your Covered Product and the problem You are experiencing. If Your Protection Agreement coverage is confirmed, the Administrator will attempt to troubleshoot the problem You are experiencing. If We are unable to resolve the problem, We will service Your Covered Product. When You receive authorization for service on Your Covered Product under this Agreement, You will also receive further instructions on how to obtain such service. The submission of a Claim does not automatically mean that the damage to Your Covered Product is covered under Your Protection Agreement. The Administrator must validate and provide approval for Your submitted Claim prior to any benefits being considered under this Agreement. You may be required to provide the original Sales Receipt/Invoice for a Claim to be processed. THIS PROTECTION AGREEMENT DOES NOT REPLACE THE DISTRIBUTOR LIMITED WARRANTY.

To receive service under this Protection Agreement, please do not take or return Your Covered Product to the Retailer or ship Your Covered Product anywhere unless the Administrator instructs You to do so. Upon validation of coverage, We will make commercially reasonable efforts to service and ship Your repair or replacement within five (5) to seven (7) business days after both Your Claim authorization has been issued and We have received your Covered Product, subject to availability of parts or replacement Covered Product. If the Administrator instructs you to transport or ship Your Covered Product, be sure to include the following with Your Covered Product:

- (1) a copy of Your Sales Receipt/Invoice;
- (2) a brief written description of the problem You are experiencing with the Covered Product; and
- (3) a clear notation of Your Claim authorization number provided by the Administrator.

Please use caution when transporting and/or shipping Your Covered Product as directed by the Administrator, as We are not liable for any freight charges or damages due to improper packaging by You or Your representative.

If Your Term expires during the time of an approved Claim, Your coverage under this Protection Agreement will be extended until the date in which Your approved Claim in progress has been fulfilled completely in accordance with the terms and conditions of this Protection Agreement.

LIMIT OF LIABILITY:

The limit of liability under this Protection Agreement during any single Claim is the cost of the Product Purchase Price of the Covered Product at the time of purchase, excluding sales tax, delivery, and handling costs. Once this limit has been met, Our obligation under this Protection Agreement is considered fulfilled in its entirety and coverage ends.

WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, OR LOST TIME RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

EXCLUSIONS:

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THIS PROTECTION AGREEMENT DOES NOT COVER:

- 1. ANCILLARY ITEMS.**
- 2. NORMAL WEAR AND TEAR UNLESS TIED TO AN ELECTRICAL OR MECHANICAL BREAKDOWN OR OTHERWISE MENTIONED IN THIS AGREEMENT AS COVERED.**
- 3. ACCIDENTAL DAMAGE UNLESS ADH COVERAGE WAS PURCHASED AS PART OF YOUR PROTECTION AGREEMENT AS DESCRIBED ON THE SALES RECEIPT/INVOICE.**
- 4. CLAIMS MADE UNDER ANY IMPROPERLY OR INCORRECTLY PURCHASED PROTECTION AGREEMENT.**
- 5. ANY PRODUCT AND/OR DAMAGE TO A PRODUCT THAT IS FRAUDULENTLY DESCRIBED OR MATERIALLY MISREPRESENTED.**
- 6. ANY PRODUCT USED FOR RENTAL PURPOSES.**
- 7. LOSS OF OR DAMAGE TO THE COVERED PRODUCT RESULTING FROM: ABUSE (MEANING THE INTENTIONAL TREATMENT OF THE COVERED PRODUCT IN A HARMFUL, INJURIOUS, MALICIOUS OR OFFENSIVE MANNER WHICH**

RESULTS IN ITS DAMAGE AND/OR FAILURE), MISHANDLING, IMPROPER PACKAGING BY YOU, ALTERATION, COLLISION WITH ANOTHER OBJECT, ELECTRICAL CURRENT FLUCTUATIONS (OTHER THAN THAT WHICH IS EXPLICITLY DEFINED AS POWER SURGE IN THE DEFINITIONS SECTION), FAILURE TO FOLLOW OPERATING, MAINTENANCE OR ENVIRONMENTAL INSTRUCTIONS PRESCRIBED IN THE COVERED PRODUCT'S MANUFACTURER OWNER'S MANUAL OR SERVICE PERFORMED BY ANYONE OTHER THAN A SERVICER AUTHORIZED BY DISTRIBUTOR.

8. SERVICE, REPAIR OR REPLACEMENT NECESSITATED BY THE USE OF PARTS OR SUPPLIES (OTHER THAN THOSE SOLD BY DISTRIBUTOR FOR THE COVERED PRODUCT) WHICH DAMAGE THE COVERED PRODUCT, AND/OR CAUSE ABNORMALLY FREQUENT SERVICE CALLS OR SERVICE PROBLEMS.
9. SERVICE, REPAIR OR REPLACEMENT OF THE COVERED PRODUCT IF ITS SERIAL NUMBER OR MANUFACTURER DATING HAS BEEN ALTERED OR REMOVED.
10. SERVICE, REPAIR OR REPLACEMENT OF ANY COVERS, LIDS OR TRIM PARTS, OR OF ANY CONSUMABLE ITEMS.
11. PREVENTIVE MAINTENANCE UNLESS SHOWN ON YOUR SALES RECEIPT/INVOICE.
12. SERVICE, REPAIR OR REPLACEMENT OF ANY OTHER ITEM, EQUIPMENT OR SOFTWARE THAT MAY BE INCLUDED WITH OR CONNECTED TO THE COVERED PRODUCT.
13. ON-SITE OR IN-HOME SERVICE OR REPAIR OF THE COVERED PRODUCT.
14. ANY ITEM THAT IS PURCHASED OUTSIDE OF THE UNITED STATES OF AMERICA OR WAS NOT MANUFACTURED FOR SALE IN AND IMPORTED BY DISTRIBUTOR INTO THE UNITED STATES OF AMERICA.
15. SERVICE, REPAIR OR REPLACEMENT OF A COVERED PRODUCT OUTSIDE OF THE UNITED STATES OF AMERICA.
16. PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO YOU (MEANING A CONDITION THAT, WITHIN ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY, RELATES TO THE MECHANICAL FITNESS OF THE COVERED PRODUCT BEFORE ISSUANCE OF THIS PROTECTION AGREEMENT).
17. COSMETIC DAMAGE (MEANING DAMAGES OR CHANGES TO THE PHYSICAL APPEARANCE OF THE PRODUCT THAT DOES NOT IMPEDE OR HINDER THE PRODUCT'S NORMAL OPERATIONAL FUNCTION, SUCH AS SCRATCHES, ABRASIONS, OR CHANGES IN COLOR, TEXTURE, OR FINISH), RUST, CORROSION, WARPING, BENDING OR EXPOSURE TO WEATHER CONDITIONS.
18. ANY KIND OF MANUFACTURER OR DISTRIBUTOR RECALL OR REWORK ORDER ON THE COVERED PRODUCT THAT THE MANUFACTURER OR DISTRIBUTOR IS RESPONSIBLE FOR PROVIDING, REGARDLESS OF THE MANUFACTURER'S OR DISTRIBUTOR'S ABILITY TO PAY FOR SUCH REPAIRS.
19. BREAKDOWN OR DAMAGE THAT IS COVERED UNDER ANY OTHER INSURANCE, WARRANTY, GUARANTEE AND/OR PROTECTION AGREEMENT PROVIDING THE SAME BENEFITS AS OUTLINED IN THIS PROTECTION AGREEMENT.
20. ANY ACCESSORIES, EXTERNAL PERIPHERAL DEVICES AND/OR ADD-ON OPTIONS, UNLESS COVERAGE WAS PURCHASED AS PART OF YOUR PROTECTION AGREEMENT DESCRIBED ON THE SALES RECEIPT/INVOICE.
21. ANY CLAIM THAT HAS NOT BEEN PRIOR AUTHORIZED BY THE ADMINISTRATOR OR US.
22. ANY LOSS ARISING OUT OF THE UNAUTHORIZED ACCESS OR USE OF ANY SYSTEM, SOFTWARE, HARDWARE, OR FIRMWARE, OR ANY MODIFICATION, REPROGRAMMING, DESTRUCTION, OR DELETION OF DATA OR SOFTWARE BY ANY MEANS.
23. NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER NOR THE DISTRIBUTOR SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS. NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU PRIOR TO YOUR PURCHASE OF THIS PROTECTION AGREEMENT, INCLUDING ANY INHERENT PRODUCT FLAWS.
24. FORTUITOUS EVENTS; INCLUDING, BUT NOT LIMITED TO ENVIRONMENTAL CONDITIONS, EXPOSURE TO WEATHER CONDITIONS OR PERILS OF NATURE, COLLAPSE, EXPLOSION OR COLLISION WITH ANOTHER OBJECT, FIRE, ANY KIND OF PRECIPITATION, HUMIDITY, LIGHTNING, DIRT/SAND, SMOKE, NUCLEAR RADIATION, RADIOACTIVE CONTAMINATION, RIOT, WAR OR HOSTILE ACTION, GOVERNMENTAL ACT, OR INTERNET OR OTHER TELECOMMUNICATIONS MALFUNCTION.
25. REIMBURSEMENT OF SHIPPING COSTS IF YOU DO NOT USE THE SHIPPING LABEL PROVIDED BY THE ADMINISTRATOR.

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

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS PROTECTION AGREEMENT DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO OR FROM YOUR COVERED PRODUCT, AND WE ARE UNABLE TO TRANSFER SUCH SOFTWARE OR DATA TO ANY REPLACEMENT DEVICE THAT MAY BE PROVIDED TO YOU. IN NO EVENT SHALL WE BE RESPONSIBLE FOR THE LOSS AND/OR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM YOUR PRODUCT.

DISTRIBUTOR'S RESPONSIBILITY:

Parts and services covered under the Distributor limited warranty that arise during the limited warranty period are the responsibility of Distributor.

TRANSFER OF PROTECTION AGREEMENT:

This Protection Agreement may be assigned or transferred to a subsequent owner of the product at no charge. To transfer this Protection Agreement, contact the Administrator toll free **1-866-210-0332** or online at www.MyProtectALL.com/NikonCare. Information provided by you must include: the Agreement number, date of transfer, new owner's name, complete address, email address, and telephone number.

RENEWAL:

This Protection Agreement is renewable at Our sole discretion. If We agree to renew this Protection Agreement, We will advise you of the cost of such renewal and provide you with further instructions.

MOVING:

In the event You move or relocate, please contact the Administrator to update Your address.

CANCELLATION:

This Protection Agreement will automatically cancel and no longer be in force upon Your receipt or completion of benefits provided to You in accordance with the terms herein arising from any Claim(s). This Protection Agreement may be cancelled by You for any reason, including, but not limited to, the Covered Product covered by this Protection Agreement being sold, lost, stolen or destroyed. To cancel this Protection Agreement, contact the Administrator toll-free at **1-866-210-0332**. If You cancel this Protection Agreement within the first thirty (30) days of the date this Protection Agreement was mailed to You, or within ten (10) days of delivery of this Agreement if delivered to You at the time of sale, and no Claims have been made hereunder, You will receive a full refund of the purchase price of this Protection Agreement. If You cancel this Protection Agreement after the thirty (30) days of the date this Protection Agreement was mailed to You, or after ten (10) days of delivery of this Protection Agreement if delivered to You at the time of sale, You will receive a pro rata refund of the purchase price of this Protection Agreement calculated based on the elapsed time since the commencement of this Protection Agreement, less any Claims paid. Cancellations initiated by You after the first thirty (30) days of the date this Protection Agreement was mailed to You, or after ten (10) days of delivery of this Protection Agreement if delivered to You at the time of sale may be subject to a cancellation fee in an amount not to exceed ten percent (10%) of the purchase price of this Protection Agreement or twenty-five dollars (\$25), whichever is less. If You financed the purchase of this Protection Agreement, any refund due as a result of Your cancellation of the Agreement will be paid directly to the lender of record. The Cancellation provisions apply to the original purchaser of this Protection Agreement only.

OUR RIGHT TO RECOVER PAYMENT:

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

PRIVACY AND DATA PROTECTION:

You agree that any information or data disclosed to Us under this Agreement, including but not limited to data disclosed by any Covered Product that uses wireless data, is not confidential. Furthermore, You agree that We may collect and process data, including but not limited to personally identifiable information, on Your behalf when We provide the services contemplated under this Agreement. This may include transferring Your data to affiliated companies, the Administrator, Retailers, the Distributor, and/or third-party service providers in accordance with Our Customer Privacy Policy available at www.firstshieldconsumer.com. Except for the

purposes of providing service under this Agreement, We will not share Your information with third parties without Your permission and We will comply with applicable privacy and data protection laws in Your jurisdiction.

Unless specifically prohibited by Your jurisdiction's privacy and data protection laws, We may transfer Your information to other countries and jurisdictions provided that anyone to who We transfer Your information provides an adequate level of protection. In addition, Your information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

ARBITRATION: Please read this arbitration provision carefully. It affects Your rights.

Most of your concerns about this Protection Agreement can be addressed by contacting the Administrator at **1-866-210-0332**. If We cannot resolve any disputes with You related to this Protection Agreement, including Claims, You and We agree to resolve those disputes through binding arbitration or small claims court instead of through courts of general jurisdiction. Further, You and We agree to waive our rights to a trial by jury and to not participate in any class arbitrations or class actions. This Protection Agreement is evidence of a transaction in interstate commerce and the Federal Arbitration Act applies to and governs the enforcement of any arbitration hereunder. The provisions of this ARBITRATION section shall survive the termination of this Protection Agreement. By purchasing this Protection Agreement You agree to the following dispute resolution protocol. Any and all claims, disputes, or controversies of any nature whatsoever or other intentional tort, property, or equitable claims arising out of, relating to, or in connection with (1) this Protection Agreement or any prior Agreement or product, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this provision or of the entire Agreement ("Dispute"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Dispute is filed. The terms of this provision shall control any inconsistency between the AAA's Rules and this provision. You may obtain a copy of the AAA's Rules by calling 1-800-778-7879. Upon written request We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusion of law. The arbitration shall be held at a location selected by Us with the state in which You purchased this Agreement. This provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 I.S.C § et. Seq. If any portion of this provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the provision, except that in no event shall this provision be modified or construed to permit or mandate arbitration on behalf of a class of claimants or individuals other than You, or to apply to Dispute other than Yours. This provision shall inure to the benefit of and be binding on You and Us and its provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Agreement.

YOU AND WE UNDERSTAND AND AGREE THAT, BECAUSE OF THIS PROVISION NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY DISPUTE.

FRAUD RESULTS IN HIGHER COSTS TO THE CONSUMER AND IS ILLEGAL.

INSURANCE SECURING THIS PROTECTION AGREEMENT:

This Protection Agreement is not an insurance policy. It is secured by contractual liability policies provided by Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108 877-861-2176. 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 Arch Insurance Company.

You are not required to purchase this Protection Agreement as a condition of a loan or a condition for the sale of any property.

ENTIRE AGREEMENT:

Unless amended by the State Specific Requirements set forth below or revised by Us with at least thirty (30) days advance written notice to You, this Protection Agreement sets forth the entire agreement between the parties and no representation, promise or condition not contained herein shall modify these terms.

STATE SPECIFIC REQUIREMENTS:

The following state variations shall control if inconsistent with any other terms and conditions of this Protection Agreement:

ALABAMA only: Our obligations under this Agreement are guaranteed under a service contract reimbursement insurance policy issued by Arch Insurance Company, at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. These provisions apply only to the original purchaser of the Agreement. In the event the Provider/Obligor cancels the Agreement, the Provider/Obligor will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the Agreement fee or a material misrepresentation by You relating to the covered property or its use.

ARIZONA only: You have a duty to protect against any further damage to the Covered Product after the Covered Product has been damaged and shall follow any requirement specified in the owner's manual of the Covered Product.

Cancellation: If Your written notice of cancellation is received prior to the expiration date, We will provide a pro rata refund after deducting for administrative expenses associated with the cancellation, regardless of prior services rendered against the Agreement. No claim incurred or paid shall be deducted from the amount of the refund. The cancellation provision shall not contain both a cancellation fee and a cancellation penalty. The administrative expenses may not exceed \$75 or ten percent of the gross amount paid by You for the Agreement, whichever is less. To arrange for cancellation of this Agreement, please contact Your Retailer. First Shield Consumer Service Corporation is the Provider/Obligor for this Agreement in Arizona.

Dispute Resolution: Both parties must agree to arbitration. Additionally, as an Arizona resident you may follow the process to resolve complaints under the provisions of A.R.S. §§20-1095.09 and 20-461, Unfair Trade Practices, as outlined by the Arizona Department of Insurance and Financial Institutions. You have a right to file a complaint with the Department of Insurance and Financial Institutions against Us by contacting the Arizona Department of Insurance and Financial Institutions Consumer Protection Division, 100 N. 15th Ave., Suite 261 Phoenix, AZ 85007, Phone: 602-364-2499, Website: difi.az.gov.

Our obligations under this Agreement are insured under a mechanical service contract reimbursement insurance policy issued by Arch Insurance Company, at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

ARKANSAS only: We shall mail a written notice of cancellation to You within fifteen (15) days of the date of termination in the event We terminate this Agreement.

CALIFORNIA only: With respect to California Agreement holders, the Administrator under the Agreement is ProtectAll USA, LLC. The Provider/Obligor under the Agreement is First Shield Consumer Service Corporation. This Agreement may be cancelled by You for any reason, including, but not limited to, the Covered Products under this Agreement being sold, lost, stolen or destroyed. If You decide to cancel the Agreement, and a cancellation notice is received by the Retailer within 60 days of the date You received the Agreement, and You have made no claims against the Agreement, You will be refunded the full Agreement price,; or if (a) a claim is made within the first 60 days after Your receipt of this Agreement, or (b) the Agreement is cancelled by written notice after 60 days from the date You received the Agreement, then in either case, You will be refunded a pro-rated amount of the Agreement price, less any claims paid and less an administrative fee of 10% of the Agreement price or \$25, whichever is less, unless otherwise precluded by law. To arrange for cancellation of this Agreement, please contact Your Retailer.

CONNECTICUT only: The term of this Agreement is automatically extended by the length of time in which the Covered Product is in the Provider/Obligor's custody for repair under the Agreement. In the event of a dispute with the Provider/Obligor, You may contact the State of Connecticut Insurance Department: P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Covered Product, the cost of repair of the Covered Product, and a copy of this Agreement.

DISTRICT OF COLUMBIA only: You may return this Agreement within 30 days of the date this Agreement was mailed to You, or the date of delivery if this Agreement was delivered to You at the time of sale. Upon return of the Agreement to the provider within the applicable time period, if no Claim has been made under this Agreement, the Agreement shall be void and We shall refund You or credit the account of this Agreement, with the full purchase price of this Agreement. The right to void this Agreement shall not be transferable and shall apply only to the original Protection Agreement purchaser and only if no Claim has been made prior to its return to the Us. If a Claim has been made under this Agreement within that time period, You may cancel this Agreement and We shall refund to You 100% of the unearned pro rata purchase price, less any Claims paid, and administrative fee charged. We may charge a reasonable administrative fee not to exceed 10% of the gross purchase price paid by You.

FLORIDA only: If You cancel this Agreement, You will receive a refund equal to 90% of the unearned pro rata purchase price of the Agreement, less any Claims that have been paid or less the cost of repairs made on Your behalf. To arrange for cancellation of this

Agreement, please contact Your Retailer. If We cancel this Agreement, You will receive one hundred percent (100%) of the unearned pro rata purchase price of the Agreement, less any Claims paid, or the cost of repairs made on Your behalf. The rates charged for the Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

GEORGIA only: Arbitration: If You are a resident of Georgia, then the Section titled "Arbitration" does not apply to you. We may cancel the Contract upon thirty (30) days written notice to You for fraud, material misrepresentation, or nonpayment. Such notice shall provide the reason for cancellation and the effective date of such cancellation, and You shall be refunded 100% of the unearned pro rata purchase price, less Claims paid. A reasonable cancellation fee may be charged by Us not to exceed 10% of the unearned pro rata purchase price. You may cancel this Agreement at any time by notifying the Retailer in writing or by surrendering the Agreement to the Retailer, whereupon the Retailer will refund the unearned pro rata purchase price based on the time remaining on the request for cancellation. If You cancel the Contract within 60 days of the purchase date of the Contract You will receive a full refund less any Claims paid. A 10% penalty per month shall be added to a refund that is not paid or credited to You within 45 days after the return of the Contract. If You cancel the Contract more than 60 days after the purchase date You will receive a refund of 100% of the unearned pro rata purchase price, less Claims paid. A reasonable cancellation fee may be charged by Us not to exceed 10% of the unearned pro rata purchase price. To arrange for cancellation of this Agreement, please contact Your Retailer. The Provider/Obligor is also entitled to cancel the Agreement at any time based upon fraud, misrepresentation, nonpayment of fees by You, or non-renewal. Administrator may cancel the Agreement upon thirty (30) days written notice to You.

All references to the denial of coverage or exclusion from coverage for pre-existing conditions shall not apply in cases where such conditions were known, or should reasonably have been known, by You or the Retailer.

Procedures for cancellation of the Agreement will comply with section 33-7-6 of the Georgia code.

HAWAII only: You may return this Agreement within thirty (30) days of the date the Agreement was provided to You or within twenty (20) days if the Agreement was delivered to You at the time of sale. If you return this Agreement within the applicable time period, and If You made no claim, this Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Agreement, please contact Your Retailer. The Provider/Obligor will pay a penalty of ten percent (10%) on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to the Retailer. These provisions apply only to the original purchaser of the Agreement. In the event the Provider/Obligor cancels the Agreement, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation by You relating to the Covered Product or its use, or a substantial breach of Your duties relating to the Covered Product or its use. Our obligations under this Agreement are insured under a service contract contractual liability policy issued by Arch Insurance Company, 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108

ILLINOIS only: First Shield Consumer Service Corporation (and not the dealer or manufacturer) is the Provider/Obligor under this Agreement in the State of Illinois. The Provider/Obligor will pay the cost of covered parts and labor necessary to restore the Covered Product to normal condition as a result of covered failure due to normal wear and tear. You may cancel this Agreement at any time. If You cancel this Agreement within the first thirty (30) days of purchase and if no service has been provided to You, You shall receive a full refund of the purchase price less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). If You cancel this Agreement at any other time or if You cancel after service has been provided to You, You shall receive a refund equal to the pro rata purchase price less the value of any service received and less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). To arrange for cancellation of this Agreement, please contact Your Retailer.

INDIANA only: This Agreement is not insurance and is not subject to Indiana insurance law

MAINE only: If the Covered Product requires emergency repairs outside of normal business hours, You can submit your claim by calling toll-free at 844-359-0418.

MARYLAND only: You may cancel this Agreement within 20 days after receipt of this Agreement if mailed to You or within 20 days after the date of delivery of this Agreement if delivered to You at the time of sale. If You cancel this Agreement within this time, and a claim has not been made under the Agreement prior to its cancellation, the Agreement is void and We shall refund to You in the full consideration paid for this Agreement within 45 days after the cancellation. Any means established by Us for quick informal settlement of a service contract dispute].

MASSACHUSETTS only: You have the duty to protect against any further damage after the Covered Product has been damaged and shall follow the requirements contained in the owner's manual for the Covered Product. Our obligations under this Agreement are insured under a service contract reimbursement insurance policy issued by Arch Insurance Company, at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

MINNESOTA only: You have the duty to protect against any further damage to the Covered Product after the Covered Product has been damaged and shall follow the requirements contained in the owner's manual for the Covered Product. Our obligations under this Agreement are insured under a service contract reimbursement insurance policy issued by Arch Insurance Company, at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

MISSOURI only: Obligations of the provider under this service contract are guaranteed under a reimbursement insurance policy. If the provider fails to pay or provide service on a Claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a Claim directly against the insurance company. To arrange for cancellation of this Agreement, please contact Your Retailer. The Provider/Obligor will pay a penalty of ten percent (10%) on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to the Retailer. The following sentence is added as the last sentence of Section E What to do if you require service: If it is an emergency and We cannot be reached, You can proceed with repairs. We will reimburse You or the repairing facility in accordance with the Agreement provisions.

MONTANA only: Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.

NEVADA only: In the event You are not satisfied with the manner in which We are handling a Claim, You may file a complaint with the Nevada Division of Insurance by calling (888) 872-3234. To arrange for cancellation of this Agreement, please contact Your Retailer. If We do not provide refund within 45 days of cancellation, We will pay You a penalty of 10 percent (10%) of the purchase price for each 30-day period that the refund remains unpaid. You may also cancel this Agreement at any other time and receive a refund equal to the pro rata purchase price. These provisions apply only to the original purchaser of the Agreement. We may not cancel this Agreement once it has been in effect for at least seventy (70) days, except for the following conditions:

- (a) Failure by You to pay the Agreement purchase price;
- (b) Your conviction of a crime which results in an increase in the service required under the Agreement;
- (c) Discovery of fraud or material misrepresentation perpetrated by You in purchasing this contact or obtaining service;
- (d) The discovery of an act or omission, or a violation of any condition of this Agreement by You which substantially and materially increases the service requested under the Agreement; or
- (e) A material change in the nature or extent of the service required under the Agreement, which occurs after the purchase of this Agreement, and substantially and materially increases the service required beyond that contemplated at the time of purchase.

If We cancel this Agreement for any of the above reasons, You will receive a refund equal to the pro rata purchase price. With respect to each Covered Product under the Agreement, the Administrator and/or Provider/Obligor liability is limited to the original retail purchase price You paid for such Covered Product. We may not cancel the Agreement until at least fifteen (15) days after the notice of cancellation has been mailed to You. If You financed the purchase of this Protection Agreement, any refund due as a result of Your cancellation of the Agreement will first be paid directly to the lender of record and any remainder paid to You. If You purchased this Agreement under an LTO Arrangement, any refund owed pursuant to this provision will first be paid directly to the Lessor of record and any remainder paid to You. The obligations under the Agreement are guaranteed by Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108.

NEW HAMPSHIRE only: In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1 (800) 852-3416. The obligations under this Agreement are insured by a contractual liability policy issued by Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Provider/Obligor ceases to do business or goes bankrupt, You may file Your claim directly with Arch Insurance Company.

NEW JERSEY only: Obligations of the provider under this Agreement are insured under a service contract reimbursement insurance policy.

NEW MEXICO only: To arrange for cancellation of this Agreement, please contact Your Retailer. The Provider/Obligor will pay a penalty of ten (10%) percent per month on a refund that is not made within sixty (60) days of the return of the Agreement. These provisions apply only to the original purchaser of the Agreement. We may not cancel this Agreement once it has been in effect for seventy (70) days except for the following conditions:

- (a) Failure to pay an amount when due;
- (b) Your conviction of a crime that results in an increase in the service required under the Agreement;
- (c) Fraud or material misrepresentation by You in obtaining the Agreement or in presenting a claim for service thereunder; or
- (d) Discovery of an act or omission or a violation of any condition of the Agreement by You, which substantially and materially increases the service required under the Agreement

If We cancel this Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The written notice is not required, if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation, or a substantial breach of duties by You relating to the Covered Product or its use.

NEW YORK only: The obligations of the Provider/Obligor under this Agreement are insured under a service contract reimbursement insurance policy issued by Arch Insurance Company. If the Provider/Obligor fails to perform under this Agreement, including failure to return any unearned fee in the event of cancellation, Arch Insurance Company will pay all sums the Provider/Obligor is legally obligated to pay under this Agreement or perform any service the Provider/Obligor is legally obligated to perform under this Agreement. To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten percent (10%) per month on a refund that is not made within thirty (30) days of return of the Agreement. These provisions apply only to the original purchaser of the Agreement. In the event We cancel the Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. A written notice is not required, if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation, or a substantial breach of duties by You relating to the Covered Product or its use. If a Claim for service has not been completed within sixty (60) days after proof of loss has been filed, the Claim can be submitted to Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108, 1 (800)-821-5546.

NORTH CAROLINA only: The purchase of this Agreement is not required in order to obtain financing. We may not cancel this Agreement except for nonpayment by You or for violation of any of the terms and conditions of the Agreement. If You cancel this Agreement, You will receive a pro-rata refund, less the cost of any Claims paid and less a **cancellation fee of ten percent (10%)** of the amount of the refund. To arrange for cancellation of this Agreement, please contact Your Retailer.

OKLAHOMA only: Obligations of the provider under this Agreement are insured under a service contract reimbursement insurance policy. The Provider/Obligor under this Agreement is First Shield Consumer Service Corporation (License # 510067482). In the event You cancel this Agreement, You shall receive a refund equal to ninety percent (90%) of the unearned pro-rata purchase price less the cost of any service received. To arrange for cancellation of this Agreement, please contact Your Retailer. In the event We cancel this Agreement, You shall receive a refund equal to one hundred percent (100%) of the unearned pro-rata purchase price, less the cost of any service received. This is not an insurance contract. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association.

If You are a resident of Oklahoma, the following shall replace all references to Arbitration in these Terms and Conditions: Arbitration is not mandatory and has to be by mutual agreement.

OREGON only: If You are a resident of Oregon, the following shall replace all references to Arbitration in these Terms and Conditions: Arbitration is not mandatory and has to be by mutual agreement.

SOUTH CAROLINA only: In order to prevent damage to the Covered Product, please refer to the owner's manual. This Agreement does not cover repair and replacement necessitated by loss or damage resulting from 1) any cause other than normal use and operation of the Covered Product in accordance with manufacturer's specifications and/or owner's manual or 2) failure to use reasonable means to protect Your Covered Product from further damage after a failure occurs. To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten percent (10%) per month on a refund that is not made within forty- five (45) days of return of the Agreement. These provisions apply only to the original purchaser of the Agreement. In the event We cancel the Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The written notice is not required if the reason for cancellation is nonpayment of the Agreement fee, a

material misrepresentation, or a substantial breach of duties by You relating to the Covered Product or its use. In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467

TEXAS only: If You cancel this Agreement within 30 days after the date of purchase. We shall refund the full purchase price You paid for this Agreement less any Claims paid. To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten (10) percent of the amount outstanding per month on a refund that is not made within forty-five (45) days. These provisions apply only to the original purchaser of the Agreement. In the event We cancel the Agreement, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation by You relating to the Covered Product or its use, or a substantial breach of Your duties relating to the Covered Product or its use. Obligations of the Provider under the Agreement are insured under a service contract reimbursement policy. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy. In the event We do not pay out a claim, You may apply for reimbursement directly to the insurer if a covered claim is not provided to You by the Us before the 61st day after the date the You provide a proof of loss. Texas License Number of the Administrator: 300

UTAH only: The language in the CANCELLATION section regarding Our rights to cancel this Agreement is deleted and replaced with: We may cancel this Agreement by providing You with thirty (30) days written notice for the following reasons only: material misrepresentation, substantial change in the risk assumed or substantial breaches of contractual duties. We may cancel this Agreement by providing You with ten (10) days written notice, if the reason for cancellation is non-payment by You. The following sentence is added as the last sentence of the WHAT TO DO IF YOU REQUIRE SERVICE section: If it is an emergency situation and We cannot be reached, You can proceed with repairs. We will reimburse You or the repairing facility in accordance with the Agreement provisions. All references to the denial of coverage or exclusion from coverage for pre-existing conditions shall not apply in cases where such conditions were known, or should reasonably have been known, by Us or the Retailer. The following sentences are added to the end of the DISPUTE RESOLUTION section: Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rules of (the American Arbitration Association or other recognized arbitrator), a copy of which is available on request from Us. Any decision reached by arbitration shall be binding upon both you and Us. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgement in any court of proper jurisdiction. Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. Should the provider fail to pay or provide service on any Claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the Insurance Company. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. This Service Agreement or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

VERMONT only: To arrange for cancellation of this Agreement, please contact Your Retailer. Our obligations under this Agreement are supported by a contractual liability insurance policy issued by Arch Insurance Company. In the event that We are unable to perform under the Agreement, Arch Insurance Company, which shall pay on Our behalf any sums We are legally obligated to pay and shall provide the service, which We are legally obligated to perform according to Our contractual obligations under the Agreement.

VIRGINIA only: If any promise made in the Agreement has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint. You are hereby notified that the purchase of the contract is not mandatory and may be waived.

WASHINGTON only: You may return this Agreement within twenty (20) days of the date the Agreement was provided to You or within ten (10) days, if the Agreement was delivered to You at the time of sale. We will pay a penalty of ten percent (10%) per month on a refund that is not made within thirty (30) days of return of the Agreement. The "Guarantee" provision of these Terms and Conditions as set forth above is deleted in its entirety and replaced with the following: This is not an insurance policy. Obligations of the service contract provider under this service contract are insured under a service contract reimbursement insurance policy The provider is First Shield Consumer Service Corporation, located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. You may contact them toll-free at 877-861-2176.

WISCONSIN only: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Arbitration: If You are a resident of Wisconsin, the following shall replace all references to Arbitration in these Terms and Conditions:

Arbitration is not mandatory and has to be by mutual agreement. If a Claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, or if the Provider becomes insolvent or otherwise financially impaired, the Claim can be submitted to Arch Insurance Company, who insures Our obligations under this Agreement, located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108, (800)-821-5546. To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten (10) percent per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. We may cancel this Contract for the following reasons only: (a) for nonpayment of the provider fee, (b) material misrepresentation by You to Us or the administrator, or (c) substantial breach of duties by You relating to the covered product or its use. If We cancel the Contract for any those reasons we will deliver to You, at Your last-known address in Our records, written notice stating the effective date of and the reason for the cancellation at least 5 days prior to effective date of cancellation, and You shall be refunded 100% of the unearned pro rata purchase price, less Claims paid. We may charge a reasonable administrative fee for cancellation, which may not exceed ten percent (10%) of the purchase price you paid for this Contract. These provisions apply only to the original purchaser of the Agreement. In the event that You experience a total loss of the Covered Product under this Agreement that is not covered by a replacement of the Covered Product pursuant to the terms of the Agreement, You shall be entitled to cancel this Agreement and receive a pro rata refund of any unearned Agreement fee, less any claims paid. Lack of pre-authorization shall not be the sole grounds for a claim denial; however, unauthorized repairs may not be covered if evaluated to have been at an unreasonable expense. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.

WYOMING only: To arrange for cancellation of this Agreement, please contact Your Retailer. We will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. These provisions apply only to the original purchaser of the Agreement. In the event We cancel this Agreement, We will mail a written notice to You at Your last known address at least ten (10) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required, if the reason for cancellation is nonpayment of the Agreement fee, a material misrepresentation by You relating to the Covered Product or its use, or a substantial breach of Your duties relating to the Covered Product or its use. Obligations under this Agreement are insured by Arch Insurance Company located at 2345 Grand Boulevard, Suite 900, Kansas City, Missouri 64108. In the event covered service is not provided by Us within sixty (60) days of You submitting proof, You are entitled to apply directly to the reimbursement insurance company.

ENTIRE CONTRACT: The terms and conditions of this Protection Agreement sets forth the entire agreement between the parties and no representation, promise, or condition not contained herein shall modify these terms.

Sample Sales Receipt/Invoice

Date	Agreement Number
Customer Name	Coverage Term
Customer Address	Covered Product and Model Number
Customer City, State Zip	Category
Customer email	Purchase Price
	Date of Purchase
	Dealer Name
	Agreement name (Covered Product number & description)
	Agreement Price
	800#