

Service Agreement

GOCARE PROTECTION PLAN TERMS & CONDITIONS

Keep these Terms & Conditions with the Service Agreement You received when You purchased Your Protection Plan. This information will serve as a valuable reference as to what is covered by the Service Agreement.

Obligor:

GoCare Warranty Group, Inc.
3240 N. Colorado Street, Suite 101
Chandler, AZ 85225

In Oklahoma and Florida:

Lyndon Southern Insurance Company
10151 Deerwood Park Blvd., Bldg
100, Suite 300
Jacksonville, FL 32256

Insurer:

Lyndon Southern Insurance Company
10151 Deerwood Park Blvd., Bldg 100,
Suite 300
Jacksonville, FL 32256

In California:

Dealers Assurance Co.
3518 Riverside Drive, P. O. Box 21185
Upper Arlington, OH 43221

1. DEFINITIONS

- “You” and “Your” refers to the customer as listed in the Service Agreement.
- “Abuse” means to wrongfully use, to misuse or neglect the device, whether by the customer or by another member of the household or by someone else who is allowed to handle or use the device.
- “Accident” means damage affecting the normal operation of the device due to an incident that was not reasonably preventable.
- “Administrator” means GoCare Warranty Group, Inc. or a GoCare representative, appointed to administer this service agreement.
- “Cash Settlement” is an amount paid by check or electronic payment that is intended to satisfy a replacement claim by providing You an amount that We deem sufficient to obtain a comparable replacement device, that may be New, Pre-owned or Refurbished, of comparable features and functionality.
- “Check” is defined as any promise to pay from a consumer or business checking account. These promises may come in the form of a paper check, demand draft, ACH, EFT, debit/credit, wire transfer, automated payment or any negotiable instrument.
- “Coverage Amount” is the maximum amount We will spend for a replacement device or

Cash Settlement, which may be specified on the Service Agreement.

- “Covered Product” or “Covered Device” as used in this Agreement, means any device(s) listed on the Service Agreement as having active protection.
- ”Coverage Term” is the duration of coverage listed in the Service Agreement, determined by the start and end date.
- “Customer” means the person or entity that the Administrator has documented as being the owner of the protection plan.
- “Deductible” means the fee You must pay if You file a claim.
- “Failure” means a permanent Mechanical or Electrical Failure of Covered Product, with the inability to consistently operate due to a faulty part or workmanship, when operated according to the manufacturer’s instructions. This excludes intermittent issues.
- “Loss ratio” is defined as the total cost of claims paid divided by the total earned premium.
- “Normal Use” means using Your device in a manner that is proper, careful, protective and in accordance with any equipment usage guidelines provided by the manufacturer of Your device.
- “Obligor” means the company obligated under this plan.
- "Purchase Price" means the amount you paid for the protection plan, which is indicated on the Service Agreement provided to You at the time You purchased Your plan.
- "Recertified Devices" or “Re-certified Devices” means aesthetically and/or mechanically remanufactured or restored devices conforming to manufacturer specifications that come with a warranty for the remainder of the term of the Service Agreement with GoCare or at least a 90-day limited warranty from GoCare or another retailer or manufacturer.
- “Replacement Cost” is the amount that We would pay based on what it would cost to purchase the covered device(s) today, in new, re-certified or pre-owned condition, at our discretion, of like kind, quality and functionality.
- “Replacement Device” is a device that may be new, re-certified, or pre-owned, of like kind, quality, and functionality.
- “Service Agreement” is the entire document that provides the specific coverage details regarding the type of plan purchased, deductibles, device(s) covered, term, specials terms, and standard terms and conditions.
- “Service Facility” means the location or locations that are registered and serve as a repair facility for the Administrator.
- “Settle” or “Settlement” means to resolve or satisfy a claim by either cash, repair or replacement.
- “Term” means the protection effective date through protection termination date.
- “Term Year” means the one year anniversary date of when You purchased Your protection plan.
- “We”, “Us”, and “Our” mean the Company obligated under this Agreement, **GoCare Warranty Group, Inc.**, at 3240 N Colorado St. Ste 101, Chandler, Arizona, 85225, in all states except in Florida and Oklahoma where it is **Lyndon Southern Insurance Company**, [10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, FL 32256], [(800) 888-2738], and in California where it is **Dealers Assurance Co.**, 3518 Riverside Drive, Upper Arlington, OH 43221.
- “You” and “Your” refers to the customer as listed in the Service Agreement.

2. LIMIT OF LIABILITY

- a. The total amount that We will pay for any replacement or cash settlement shall not exceed the lesser of the Coverage Amount or Replacement Cost, unless specified in Your Service Agreement.
- b. There is no limit to the number of times we will repair or replace Your covered device(s). Comparable replacement devices will be eligible for continued coverage under Your plan.

- c. The limit of coverage for Your protection plan applies to all losses arising from any one event. If multiple devices are damaged from the same incident, Our total liability is equal to the replacement cost of any one device of the highest value involved in the incident that is currently covered under Your protection plan.
- d. We shall not be liable for any incidental or consequential damages, including but not limited to, property damage, lost time, or lost data resulting from the failure of any product or equipment or from delays in service or the inability to render service.

3. REPLACEMENT AND PAYMENT OPTIONS

- a. When an identical device is no longer manufactured, not available or out of-stock, and a replacement device was not specified in the Service Agreement, we will issue a settlement for the lesser of the cost of a new, pre-owned or re-certified Replacement Device. In no event will we pay more than the limit of liability (see Section 2. Limit of Liability).
- b. If You purchase protection for a device and the coverage amount is less than what We can obtain a replacement for, You will receive a Cash Settlement up to Your coverage amount limit.
- c. If repair is not an option, We reserve the right to offer either a Replacement Device or issue a Cash Settlement.

4. WHEN COVERAGE BEGINS AND ENDS

- a. Coverage Term
 - i. Coverage begins on the activation date and concludes by the expiration date listed in Your Service Agreement.

5. WHAT IS COVERED:

- a. New and used devices listed in the Service Agreement are covered as long as they are 100% functional at the time You purchase protection, have not been modified and are not currently damaged. Any devices received for claim evaluation may be denied if previous repairs were not performed satisfactorily. Supporting documentation will be provided for any related denials.
- b. Accidental Damage from Handling (ADH) if listed in Your Service Agreement:
 - i. Damage from drops, liquid spills or submersion associated with the handling and use of Your Product.
- c. Mechanical Breakdown, if listed in Your Service Agreement:
 - i. Mechanical and electrical failures (when operated according to manufacturer's recommendations)
 - ii. Defects in manufacturer's material or workmanship.
 - iii. Failure due to a power surge or fluctuation (when operated according to manufacturer's recommendations)
- d. Specific details about the coverage You selected are provided in Your Service Agreement. For coverage exclusions, (See Section 12. What Is Not Covered).

6. HOW PROTECTION WORKS:

- a. **Repair:** When accidental damage or failure occurs, You must ship or bring Your device to the service location We specify after Your claim is approved.
- b. **Replacements:** If a replacement is made, we will take ownership of your original device and replace it with a new, pre-owned or re-certified device.
- c. **Cash Settlement:** We have the right, at our sole discretion, to settle any claim with a cash

settlement. The settlement will be based on replacement cost or coverage amount, whichever is less, and the payment to You will settle Your claim in full. If Your Service Agreement states you are to receive a cash settlement based on Full Coverage Amount or DEP, in the event Your device is not repaired, You will receive a check or electronic payment for the exact amount listed on Your Service Agreement.

- d. Any device tracking and locking systems, such as “Find my iPhone” must be deactivated from the damaged device before any replacement or payment can be issued.

7. SERVICING YOUR DEVICE

- a. Claims can be filed at any time by accessing Your account at www.gocare.com using the Login/register link or portal, if applicable. Each question on the Claim Form must be answered with as much detail as possible. If you wish to file a claim over the phone, please call 1.855.462.2731 and one of our representatives will assist you in filing a claim.
- b. You will receive status updates, instructions, or requests for further information by email from our claims representatives, or through the portal if applicable, while Your claim is in process. Please respond promptly to our communication to ensure your claim is not denied due to inactivity or insufficient information.
- c. We may provide a replacement or loaner device to You, prior to receiving Your damaged device, if so stated in Your Service Agreement. We may require a temporary hold on Your credit card and will release the hold once We receive Your damaged device.
- d. A claim should be filed immediately after an incident occurs. Claims must be filed within 30 days of any damage or failure to a device covered by Us, otherwise the claim for that particular device may be denied.
- e. When your claim is approved, We will provide instructions for sending the damaged device to an approved repair facility for initial diagnostic testing. Customers requesting expedited shipping will be responsible for the fees associated with this service.
- f. We will return Your repaired device or replacement device to You using our standard shipping method. Customers requesting expedited shipping will be responsible for the fees associated with this service.
- g. We may request proof that Your phone had active service with Your carrier, during the 30 days prior to Your claim. We may request a copy of your last invoice or billing statement from You for verification. Failure to provide this, if requested, may result in denial of Your claim.

8. DEDUCTIBLES AND FEES

- a. Your Service Agreement will list whether deductibles are due at the time of claims filing or if they are invoiced monthly. If the deductible is due at the time a claim is filed, this must occur before Your claim can be processed.
- b. Deductibles are shown on Your Service Agreement. All deductible payments are non-refundable.
- c. If You file a dispute or chargeback for any electronic payments You made to Us, any protection plans or claims You have active with Us will immediately be suspended until the dispute is resolved and removed. You will be charged a \$35 service fee for each dispute You file, regardless of the resolution of the dispute.
- d. When a check or electronic payment, hereinafter referred to as a check, is returned to Us, a \$35 service charge will be assessed. You have ten days from the date of the notice to make full payment by credit card or cashier’s check. Any protection plans or claims You have active with Us will immediately be suspended until the payment is processed by Us.

9. REPAIRS

- a. We have designated repair facilities for the diagnosis and repair of Your damaged devices. Unless otherwise stated in your Service Agreement, Our Authorized Repair Facilities are the only repair options approved under your Service Agreement.
- b. We may choose, at any time, to have damaged devices sent to any of our Authorized Repair Facilities depending on repair times, parts availability or other factors.
- c. Some devices may require on-site repairs by an Authorized Repair Facility. We will notify You in this event and arrange the appointment at your location, during Your normal business hours. On-site service may require the transportation of your device to the Authorized Repair Facility's location to complete repairs.

10. YOUR RESPONSIBILITIES:

- a. All device serial numbers must be provided to Us within 14 business days of the effective date listed in your Service Agreement. If the devices have MEID or IMEI numbers, these must be provided as well. Photo verification may be required for devices whose serial numbers were not provided within 14 days of the effective date of coverage. Claims for devices with unreported serial numbers may be denied.
- b. Properly maintain, store and use your device according to the manufacturer's instructions.
- c. Use, care and operate the device as intended, using reasonable care to ensure the device is not damaged.
- d. If a device is directly exposed to or damaged by liquid in any way, it should be turned off IMMEDIATELY. No attempt should be made to turn it on after it has been exposed to liquid. Report any exposure or damage to Us as soon as possible. If Your device has a removable battery, please remove it after any exposure.
- e. Claims must be filed within 30 days of an incident. Liquid damage claims must be filed within 7 days of the incident. You should **not** put Your device in rice, attempt to dry it out or try and get it to work. This may void Your protection for the device.
- f. You must send our Authorized Repair Facility Your device within 5 business days, following receipt of Our shipping instructions.
- g. You are responsible for evaluating Your repaired devices upon their return to You. Any workmanship claims related to a repaired device must be reported to Us within 10 business days.

11. OTHER TERMS AND IMPORTANT INFORMATION:

- a. As long as Your device is 100% functional, you may purchase protection for Your device, if available.
- b. This Service Agreement will not directly or indirectly benefit anyone other than the person or entity who purchased the protection. If this person or entity has assigned the covered device(s) to be used by others, this permission must be in writing from the person or entity who originally purchased the protection stating that the users authorized are permitted to be the beneficiaries of any claim settlement and not the entity or person who paid for the service agreement.
- c. The terms and conditions contained in your Service Agreement are applicable at the time of purchase and shall be in effect for each plan. During the course of Your coverage, both You and Us will be obligated to adhere to these terms. Neither You nor Us may modify these terms, unless mutually agreed upon in writing.

12. WHAT IS NOT COVERED:

- a. Any product fraudulently described or materially misrepresented by You;
- b. Accidental damage including liquid damage, unless included with Your coverage as shown on your Service Agreement.
- c. Conditions that were caused by You intentionally, or known by You prior to purchasing this Protection Plan;
- d. Consumer replaceable or consumable batteries unless that specific coverage has been listed in your Service Agreement and purchased at the time of sale with your Protection Plan;
- e. Devices with removed or altered serial numbers, IMEI, MEID or other unique numbers, or any alteration to make the device appear to be the original covered device.
- f. Manufacturer defects or equipment failure which is covered by manufacturer's warranty, manufacturer's recall, or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);
- g. Damage to computer hardware, software and data caused by, including, but not limited to, viruses, application programs, network drivers, source code, object code or proprietary data.
- h. Loss or damage related to transportation or shipping, when You pay for the shipping services.
- i. Loss or damage related to devices You improperly package for shipment or transportation.
- j. Customer education, cleaning, preventive maintenance, "No Problem Found" diagnosis, non-intermittent issues that are not product failures;
- k. Pre-existing conditions or damage that occurred to Your device prior to the effective date of Your protection plan, as listed in your Service Agreement. If You purchase protection or make a claim on a lost or stolen device or a device with a bad MEID or IMEI number, we will void your protection and you will be issued a refund.
- l. Failures related to cleaning, preventive maintenance, "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not product failures (such as poor cell phone reception).
- m. Claims for devices with a damaged or missing SIM tray may be denied.
- n. Accessories such as cases, headphones, chargers, power cords, dock stations, etc.
- o. Any issues solely related to software or data. You are advised to backup your data if possible before sending in your device for repair, unless it experienced liquid damage.
- p. Abuse, recklessness, neglect, illegal acts, or damage caused by You. Any activities that are not part of the normal course of operating the device, resulting in damage to the device are considered reckless, abusive, and/or neglectful. This includes extreme sports or extreme activities. Damage to the device resulting from abuse, recklessness, neglect or illegal acts by a family member, friend or someone who handled the device with or without Your knowledge or permission.
- q. Claims made under any improperly or incorrectly purchased Protection Plan.
- r. Any act done purposely that contributes to the damage of the covered device. .
- s. Improper power supply, unauthorized repairs, opening of the device or removal of any part, except for user-removable batteries or sim cards, hardware modifications.
- t. Cosmetic damage of covered device, however caused, that does not impact the mechanical or electrical function of the Covered device. This may include such things as scratches, marring, indentations, bent corners, discolorations or cracks in the housing, mid frame or

- casing.
- u. Equipment that is received dismantled or that appears to have been taken apart prior to being shipped to Us will be considered intentional damage. Coverage for this device will end and any pending or active claims will be denied.
 - v. Claims resulting from misleading, willful concealment of information, misrepresentation of any material information or attempt to defraud us, either before or after filing a claim. This includes withholding information about the history of a device or not fully disclosing all material information relating to a claim.
 - w. Failure caused by cosmetic change (such as custom faceplates) changes enhancements in color, texture, finish, expansion, or contraction, or any modification that would void the manufacturer's warranty.
 - x. Damage or failure caused by gradual deterioration, insect or vermin, battery leakage or act of nature (any accident caused or produced by any physical cause which cannot be foreseen or prevented, such as storms, perils of the sea, tornadoes, hurricanes, floods and earthquakes).
 - y. Coverage purchased for a device located outside the continental United States.

13. REFUNDS AND CANCELATIONS:

- a. You must provide a Written notice of intent to cancel your plan 30 days in advance.
- b. A full refund will be issued to You if We receive Your written request to cancel Your protection plan within 30 calendar days from the effective date listed on Your Service Agreement. If claims have been filed during the first 30 days, the claims cost will be deducted from Your refund.
- c. Written requests of Cancellation received by Us 31 calendar days after the effective date listed on Your Service Agreement are subject to the following:
 - i. All outstanding deductibles, shipping charges, loaner device fees, or other approved fees will be deducted from Your refund.
 - ii. You may continue to file claims until the plan Cancellation date, however, all claim costs will be deducted from Your refund.
 - iii. The standard monthly rate, listed in Your Service agreement will be used to calculate earned premium per device, per month (or partial month) for the term of Your plan coverage.
 - iv. Refunds of unearned premiums are issued on a pro-rata basis less all discounts including prepayment of annual and multi-year protection plans, referral and promotional discounts.
 - v. Refunds are calculated using the standard monthly rate listed in Your Service Agreement, divided by days in the year and multiplied by the number of days the plan was in effect. This total is subtracted from the total You paid for the plan, less any claims expense. Refunds are processed within 45 days.

*Example: 2 year iPad 2 Plan purchased at \$130
30 day written notice provided to cancel at the end of month 6. Current monthly cost for iPad 2 Plan is 9.00. Current customer use of plan was 6 months, totaling \$54.00. No claims were submitted; a refund of \$76.00 is issued to the customer*
- d. We have the right to cancel Your coverage if Your loss ratio is significantly higher than expected or if We expect your loss ratio to exceed 100%.
- e. We have the right to cancel Your coverage for nonpayment, fraud, or material misrepresentation made by You or with Your knowledge in obtaining the policy, or in presenting a claim under the policy.
- f. If a Protection Plan was inadvertently sold to You for a product which was not intended

- to be covered by this Protection Plan, We will cancel Your coverage.
- g. If We cancel Your coverage, We will provide notice, We will settle any outstanding claims that have been approved, and calculate a pro-rated refund of Your premium. Notice of Cancellation will state the effective date of Cancellation and reason for Cancellation. The termination of your coverage will be effective whether or not you have been paid the refund.
 - h. If You are billed monthly and Your payment fails, You have up to one billing period to pay your outstanding balance. You will continue to accumulate billing charges during this period and any claims made during this period will not be approved until payment is received. If Your payment has not been received after one billing period, Your Service Agreement may be cancelled or suspended.

14. SHIPPING:

- a. Ground shipping is provided to and from Your primary location to Our Authorized Repair facility. Expedited shipping is available at an additional cost.

15. EXISTING WARRANTIES:

- a. If there is existing manufacturer's warranty coverage at the time of a claim, We may require that warranty be used to resolve the claim.

16. TRANSFER OF DEVICE COVERAGE:

- a. We will honor Your coverage on any replacement device given to You by Us or Your manufacturer or retailer, provided it is the same model and type of device. You are required to submit documentation, such as a receipt, showing that it was a replacement device from Your manufacturer.
 - i. You must notify Us of any intent to transfer coverage before any transfer may be granted.
- b. You may transfer coverage at any time to a different device, provided We offer coverage on such a device. The device must be a replacement device from Us or Your manufacturer. The transfer can be made by notifying GoCare of Your intent to transfer coverage, along with sufficient information, such as a receipt for the new device and the corresponding serial number. There will be no transfer fee. We will only charge for the prorated difference in coverage cost, if any, on the new device if the cost of coverage is more than it was for Your old device, which will be based on current prices. Your transfer of coverage will not be effective until You receive written confirmation of the transfer.
- c. If You transfer coverage because You are changing devices or models (such as upgrading from an iPad 3 to an iPad Air), You may be required to purchase new coverage and may receive a pro-rated credit for your old plan.
- d. If at the time of transfer Your current plan is no longer available, You may not transfer and You must purchase new coverage. You will receive a pro-rated refund for Your old plan.
- e. For any transfer, We must first review Your eligibility for coverage on the new device.

17. RENEWALS:

- a. Protection plans, as outlined in Your Service agreement, may not be subject to automatic renewal. We reserve the right to review plan performance and decline or refuse coverage for any reason.

18. GUARANTEE:

- a. This is not an insurance policy. Our obligations under this Service Agreement are guaranteed under a contractual liability insurance policy issued by Lyndon Southern Insurance Company and this insurer or obligor underwrites Our performance of this Service Agreement.

This Service Agreement, 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.

STATE DISCLOSURES Regulation of Service Agreements may vary widely from state to state. Any provision within this Service Agreement 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 Service Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

Alabama only: If Your Cancellation request is made more than 30 days from the date of purchase, We will refund the unearned portion of its full purchase price. However, We will retain an administrative fee of \$25.00. Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after return of the Service Agreement to Us. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least 5 days prior to Cancellation with the effective date for the Cancellation and the reason for Cancellation. But, We are not required to mail You written notice if the reason for Cancellation is nonpayment of the Provider fee or a material misrepresentation by You to the Provider relating to the covered property or its use.

Arizona only: CANCELLATION - You may cancel this Service Agreement at any time prior to the expiration date by sending written notice to the AdministratorGoCare Warranty Group 3240 N Colorado Street, Suite 101, Chandler AZ 85225. You will receive a pro-rata refund, less a \$25.00 administrative fee for Cancellation of the Service Agreement. However, no claims incurred or paid will be subtracted from this refund. **WHAT IS NOT COVERED** - We shall not provide coverage only for those specifically listed items in the "WHAT IS NOT COVERED" section. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Agreement.

California only: This Service Agreement may be cancelled by the Service Agreement holder for any reason, including, but not limited to, the Product covered under this Service Agreement being sold, lost, stolen or destroyed. If You decide to cancel Your Service Agreement, and Cancellation notice is received by the Administrator within thirty (30) days for a home appliance or a home electronic or within sixty (60) days for all other products of the date You received the Service Agreement, and You have made no claims against the Service Agreement, You will be refunded the full Service Agreement price; or if Your Service Agreement and Cancellation notice is cancelled by written notice after thirty (30) days for a home appliance or a home electronic or within sixty (60) days for all other products from the date You received this Service Agreement, You will be refunded a pro-rated amount of the Service Agreement price, less any claims paid, less an administrative fee of ten percent (10%) of the Service Agreement price or \$25, whichever is less, unless otherwise precluded by law.

Connecticut only: In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty Service Agreement. You may cancel Your Service Agreement if the covered Product is sold, lost, stolen, or destroyed. **CANCELLATION** - If We cancel this Service Agreement for non-payment, We must provide You with a written notice at least 10 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 Service Agreement for any other reason, We must provide You with a written notice at least 30 days prior to Cancellation at Your last known address, with the effective date for the Cancellation and the reason for Cancellation. **SERVICE AGREEMENT HOLDER'S RESPONSIBILITY:** It is the responsibility of the Service Agreement holder to follow the manufacturer's specifications for the use and care/maintenance of the **Covered Product**.

Florida only: You may cancel Your Service Agreement by informing the selling dealer or the Administrator, GoCare of Your Cancellation request. In the event the Service Agreement is canceled by You, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Agreement is canceled by the Administrator or Provider, return of the premium shall be based

upon one hundred percent (100%) of the unearned pro-rata premium. The rates charged to You for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

Georgia only: You may cancel this Service Agreement at anytime by notifying the Administrator in writing whereupon the Administrator will refund the unearned pro-rata purchase price. The Administrator may not cancel this Service Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such Cancellation will be in writing and given at least 30 days prior to Cancellation. This Service Agreement will be interpreted and enforced according to the laws of the state of Georgia. In no event will claims be deducted from a refund. **WHAT IS NOT COVERED:** Any and all pre-existing conditions known to You that occur prior to the effective date of this Service Agreement. Any reference to Pre-existing conditions within this Service Agreement is amended as follows: Pre-existing conditions known to You. This Service Agreement will provide no coverage if You make unauthorized repairs or cleanings.

Illinois only: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Service Agreement. The Service Agreement Holder may cancel the Service Agreement at any time. If the Service Agreement Holder elects Cancellation, We may retain a Cancellation fee not to exceed the lesser of 10% of the Service Agreement price or \$50.00. The Service Agreement may be cancelled within 30 days after its purchase if no service has been provided and a full refund of the Service Agreement purchase price, less the Cancellation fee, will be paid to the Service Agreement Holder. The Service Agreement may be cancelled at any other time and a pro-rata refund of the Service Agreement purchase price for the unexpired term of the Service Agreement, as measured by the number of days still remaining on the Service Agreement, less the value of any service received and any Cancellation fee stated in the Service Agreement will be paid to the Service Agreement Holder.

Indiana only: Your proof of payment to the issuing vendor for this Service Agreement shall be considered proof of payment to the insurance company which guarantees Our obligations to You, providing such insurance was in effect at the time You purchased the Service Agreement.

Missouri only: If Your Cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price. No Cancellation fee will apply. In no event will claims paid be deducted from a Cancellation refund.

Nebraska only: If We cancel this Service Agreement, We must provide You with a written notice at least 30 days prior to Cancellation at Your last known address, with the effective date for the Cancellation and the reason for Cancellation.

Nevada only: The following amends the **CANCELLATION** and **IMPORTANT CONSUMER INFORMATION** sections of this Service Agreement. This Service Agreement is not renewable. These provisions apply only to the original purchaser of the Service Agreement. You may cancel this Service Agreement at anytime by notifying the Administrator in writing. If You have made no claim and Your request for Cancellation is within 60 days, the full price You paid for the Service Agreement will be refunded and no administrative fee will be deducted. If You have made a claim under the Service Agreement, or if Your request is beyond the first 60 days, You will be entitled to a pro-rata refund of the unearned Service Agreement fee, less a \$25.00 administrative fee. If Your Service Agreement was financed, the outstanding balance will be deducted from any refund, however, You will not be charged for claims paid or repair service fees. If You cancel this Service Agreement and the refund is not processed within 45 days, a 10% penalty will be added to the refund for every 30 days the refund is not paid. The Provider of this Service Agreement may cancel this Service Agreement within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this Service Agreement for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If the Provider cancels Your Service Agreement You will be entitled to a pro-rata refund of the unearned Service Agreement fee, no administrative fee will be deducted. In the event the Provider cancels this Service Agreement, written notice will be sent to Your last known address at least 15 days prior to Cancellation with the effective date. In no event will claims be deducted from any refund. The following amends the **IF YOUR PRODUCT NEEDS REPAIR** section of this Service Agreement: This Service Agreement will not become void if You make unauthorized repairs or cleanings. However, unauthorized repairs or cleanings will not be covered under this Service Agreement."

New Mexico only: You may return this Service Agreement within 20 days of the date this Service Agreement was mailed to You or within 10 days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement 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 60 days of Your return of the Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least 15 days prior to Cancellation with the effective date for the Cancellation and the reason for Cancellation. The Provider of this Service Agreement may cancel this Service Agreement within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this Service Agreement for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

New York, South Carolina, and Wyoming only: You may return this Service Agreement within 20 days of the date this Service Agreement was mailed to You or within 10 days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement 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 45 days of Your return of the Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, 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. But, We are not required to mail You written notice if the reason for Cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use.

North Carolina only: The purchase of a Service Agreement is not required in order to obtain financing for the Product. You may cancel this Service Agreement at any time after purchase. You will receive a pro-rata refund of the Service Agreement purchase price less the cost of repairs made and less an administrative fee of 10% of the Service Agreement purchase price up to \$25.00. We may cancel this Service Agreement only for non-payment of the purchase price of the Service Agreement or a direct violation of the Service Agreement by You.

Oklahoma only: This Service Agreement applies to consumer appliance or electronic products. This service warranty is not issued by the manufacturer or wholesale company marketing the Product. This service warranty will not be honored by such manufacturer or wholesale company. The Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. **CANCELLATION** - The Cancellation section of this service warranty is deleted in its entirety and replaced with the following: If You cancel this service warranty within the first thirty (30) days and no claim has been authorized or paid within the first thirty (30) days, We will refund the entire service warranty contract purchase price. If You cancel this service warranty after the first thirty (30) days, or have made a claim within the first thirty (30) days, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty contract. If We cancel this contract, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium less the actual cost of any service provided under the service warranty contract.

Oregon Only: This Service Agreement is an agreement between the Obligor/Provider and You.

South Carolina only: If You have any questions regarding this Service Agreement, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

Texas only: If You have any questions regarding the regulation of the Service Agreement Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. You may return this Service Agreement within 20 days of the date this Service Agreement was mailed to You or within 10 days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement 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 45 days of Your return of the Service Agreement. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Agreement is returned to the Provider. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, 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. But, We are not required to mail You written notice if the reason for Cancellation is non-payment of the Provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use.

Utah only: Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association. If We cancel this Service Agreement, We must provide You with a written notice at least 30 days prior to Cancellation at Your last known address, with the effective date for the Cancellation and the reason for Cancellation. We may cancel this Service Agreement for non-payment of the contract charge. Such Cancellation will be effective 10 days after the mailing of notice. We may cancel the Service Agreement for misrepresentation of a claim. Such Cancellation will be effective 30 days after mailing of notice. This Service Agreement or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department

Washington only: You may return this Service Agreement within 20 days of the date this Service Agreement was mailed to You or within 10 days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement 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 Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, 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.

Wisconsin only: THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. You may cancel this Service Agreement at any time. If You cancel this Service Agreement within 30 days of the date of purchase, the Administrator shall return 100% of the purchase price less actual costs or charges needed to issue and service the Service Agreement. If You cancel this Service Agreement after 30 days, You will receive a pro-rated refund less a Cancellation fee of 10% of the purchase price up to \$25.00. In no event will claims be deducted from a refund. Unauthorized repairs may not be covered. **Notice and Proof of Loss:** Provided notice of proof of loss is furnished as soon as reasonably possible and within one (1) year, failure to furnish such notice or proof within the time required by the policy does not invalidate or reduce a claim unless WCPS is prejudiced thereby and it was reasonably possible to meet the time limit.

Wyoming only: The Furniture Service Agreement is not available to Wyoming residents.
These terms & conditions are available on Our website at www.gocare.com

ADDITIONAL MEMBER BENEFITS:

GoCare is further obligated to provide you with the following additional member benefits:

LOANER PHONES

- GoCare will provide, at your request, a loaner phone to be used for your convenience. You will be presented with this option when you file a claim. Loaner phones are optional and there will be a fee to receive one. Costs may vary.
- When sending you a loaner phone, we will require a pre-authorization hold on a credit card.

TECHNICAL SUPPORT

- GoCare will provide limited technical support regarding proper operation of your device including any related functions on the device such as syncing, backing up, taking photos, setting up email accounts, etc.

DATA RECOVERY

- GoCare will provide limited data recovery services in the event your data can be salvaged following a covered claim. If we deem that we cannot recover the data, we are not obligated to reimburse you for any data lost or pay for any advanced data recovery services from another company.

BUY-BACK SERVICE

- We will provide buyback service to Our members on their covered devices as follows:
 - We pay You up to 50% when we buy Your device in 0-6 months from the device purchase date.
 - We pay You up to 40% when we buy Your device in 7-12 months from the device purchase date.
 - We pay You up to 30% when we buy Your device in 13-18 months from the device purchase date.
 - We pay You up to 20% when we buy Your device in 19-24 months from the device purchase date.
- We do not guarantee buyback service for devices older than 24 months. Buyback is based on the retail value of the device at the time of purchase.
- Devices are eligible for buyback, only if they are 100% functional with no prior claims, damage, issues, or problems of any kind. Your device must be in good to excellent condition, with minimal signs of cosmetic wear. You may elect to sell Your device at any time. Once you sell Us Your device and receive a cash settlement, the standard transfer and upgrade policy applies to any new device You obtain, as described in the Section 16. Transfer of Device Coverage. The buyback service only applies to Apple iPhone and iPad products.