

SERVICE AGREEMENT



Congratulations on purchasing this Protection Plan. Please read these terms and conditions carefully so that you fully understand your coverage under this Protection Plan.

Please also review the Order Summary or purchase receipt provided to you at the time you purchased this Protection Plan. The Order Summary defines the Covered Product, Maximum Coverage Amount and Term of the Protection Plan.

1. DEFINITIONS:

“We”, “Us” and “Our” shall mean the obligor/provider of this Protection Plan, ST Product Care Corp, 360 Third Street, 6th Floor, San Francisco, CA 94107, except as follows: In **Arizona, New Mexico, Virginia, and Wyoming** “We”, “Us”, and “Our” shall mean Starr Protection Solutions, LLC, 399 Park Avenue, 8th Floor, New York, NY 10022. In **Florida**, “We”, “Us” and “Our” shall mean Starr Indemnity & Liability Company, 399 Park Avenue, 8th Floor, New York, NY 10022. In **Oklahoma and Washington**, “We”, “Us, and “Our” shall mean Starr Technical Risks Agency, LLC, 399 Park Avenue, 8th Floor, New York, NY 10022. You may reach Us at 1-866-374-9939.

Administrator shall mean SquareTrade, Inc. However, in **California** the Administrator shall mean ST Product Care Corp. The aforementioned Administrators are located at 360 Third Street, 6th Floor, San Francisco, CA 94107 with a telephone number: 1-866-374-9939.

The following terms are used in the Order Summary

Protection Plan Price: The price You paid for this Protection Plan.

Coverage Start Date: This is the date when coverage starts under this Protection Plan.

Coverage Term: This is the years of coverage You receive under this Protection Plan, starting on the Coverage Start Date. The Protection Plan is inclusive of any US manufacturer’s warranty that may exist during the Coverage Term. It does not replace the manufacturer’s warranty, but provides certain additional benefits during the term of the manufacturer’s warranty. If Your Protection Plan expires during the time of an approved repair or replacement, this Protection Plan is extended until the repair or replacement has been completed.

Covered Product: The product or type of product covered by this Protection Plan.

Coverage Amount: The maximum coverage amount of this Protection Plan.

Coverage Type: This defines the level of coverage such as whether Your Protection Plan includes the optional Accidental Damage from Handling (ADH) coverage.

2. WHAT IS COVERED:

This Agreement will cover a mechanical or electrical failure of the covered product(s) (“Product”) during normal usage for the Term of this Protection Plan if the Product is not covered under any other warranty, insurance policy, or service contract. Accidental damage from handling (ADH) is included as part of Your coverage program. ADH augments Your Protection Plan by providing additional protection, such as damage from drops, spills and liquid damage associated with the handling and use of Your Product.

This Protection Plan does not cover repair or replacement of the Product for any of the causes or provide coverage for any losses set forth in the section entitled **WHAT IS NOT COVERED** below.

3. WHAT TO DO IF A COVERED PRODUCT REQUIRES SERVICE:

Call Us toll free at 1-866-374-9939, 6am to 10pm, PST 365 days a year. We will attempt to troubleshoot the problem You are experiencing. If We cannot resolve the problem We will arrange for a replacement of Your item according to Section 4.

4. HOW WE WILL SERVICE YOUR ITEM:

If a replacement is approved, We may replace Your item with a new or refurbished item of the same or similar specification. The replacement item may, at our sole discretion, be a future version or edition of Your covered product, but in all cases will be of the same grade and quality.

In order to receive a replacement item, You must provide valid credit card details. You will need to send Your original item back within 30 days of receiving the replacement equipment using a pre-paid shipping label We provide. If You do not return Your original item, the price of the replacement equipment will be charged to Your credit card.

If We cannot reasonably arrange a replacement, We may decide to pay You an amount equal to the original purchase price of Your item.

5. LIMIT OF LIABILITY:

The total number of replacements made in connection with all claims that You make pursuant to this Protection Plan shall not exceed the Coverage Amount of the Product.

We will have no further obligations under this Protection Plan upon the earliest of

1. The date We have provided 3 replacement products to You; Or
2. The date We provide a cash settlement reflecting reimbursement for the original purchase price of Your item.

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.

6. WHAT IS NOT COVERED:

- A. The Protection Plan including ADH does not provide protection against theft, loss, reckless, intentional, or abusive conduct associated with handling and use of the product, cosmetic damage and/or other damage that does not affect unit functionality, or damage caused during shipment between You and Our service providers.
- B. Items that have been improperly maintained, stored, or used outside the manufacturer instructions.
- C. Any product fraudulently described or misrepresented by You;
- D. Maintenance, repair, or replacement necessitated by loss or damage resulting from any cause other than normal use and operation of the product in accordance with the manufacturer’s specifications and owner’s manual, including but not limited to exposure to weather conditions, failure to properly clean, maintain product, operator negligence, misuse, abuse, improper electrical/power supply, improper equipment modifications, attachments or installation or assembly, vandalism, animal or insect infestation, battery leakage, or act of nature or any other peril originating from outside the product.

- E. Cosmetic damage to case or cabinetry or other non-operating parts or components which does not affect the functionality or the covered product.
- F. Conditions that were caused by You or known by You prior to purchasing this Protection Plan;
- G. Product(s) with removed or altered serial numbers;
- H. 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);
- I. 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, or any support, configuration, installation or reinstallation of any software or data;
- J. Failures related to transportation damage, customer education, cleaning, preventive maintenance, “No Problem Found” diagnosis, non-intermittent issues that are not product failures.

7. FREE SHIPPING:

This Protection Plan covers all shipping charges to repair or service facilities during the term of coverage, including shipping to the manufacturer if the manufacturer does not cover shipping charges to their facilities.

8. WORLDWIDE SERVICE:

Your product is covered while You are traveling outside of the USA, however, We will only send replacement items to addresses within the USA.

9. TRANSFER OF PROTECTION PLAN:

This Protection Plan may be transferred to any person in the United States at no charge. Contact Us toll-free at 1-866-374-9939, 6am to 10pm PST, 365 days a year.

10. CANCELLATION:

You may cancel this Protection Plan for any reason at any time. To cancel it, contact us at 1-866-374-9939, 6am to 10pm PST, 365 days a year. If You cancel this Protection Plan within the first ninety (90) days after purchase of this Protection Plan You will receive a full refund. If You cancel after the first ninety (90) days from purchase of this Protection Plan, You will receive a pro rata refund based on the time remaining on Your Protection Plan. No fees or past claims shall be deducted from the refund and the refund will be sent to You within ten (10) business days from the cancellation request or else a ten percent (10%) penalty per month shall be applied to the refund.

We may cancel this Protection Plan at Our option on the basis of nonpayment, fraud, or misrepresentation by You. If We cancel Your Protection Plan, You will receive a pro rata refund. If this Protection Plan was inadvertently sold to You on a product which was not intended to be covered by this Protection Plan, We will cancel this Protection Plan and return the full purchase price of the Protection Plan to You and written notice including effective date and reason for cancellation will be mailed to You at least 30 days prior to termination. If We cancel this Agreement for nonpayment then We will provide notice at time of cancellation.

11. GUARANTEE:

This is not an insurance policy. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by Starr Indemnity & Liability Company. Starr Indemnity & Liability Company is located at 399 Park Avenue, 8th Floor, New York, NY 10022 and You may contact them toll-free at 1-855-438-2390. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Starr Indemnity & Liability Company.

ENTIRE CONTRACT:

Unless amended by the State Specific Provisions, this Protection Plan sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.

State Variations:

The following state variations shall apply if inconsistent with any other terms and conditions.

California: If You cancel this Protection Plan within the first ninety (90) days after receipt of this Protection Plan You will receive a full refund. If You cancel after the first ninety (90) days from receipt of this Protection Plan, You will receive a pro rata refund based on the time remaining on Your Protection Plan. No fees or past claims shall be deducted from the refund and the refund will be sent to You within ten (10) business days from the cancellation request or else a ten percent (10%) penalty per month shall be applied to the refund.

Connecticut: Resolution of Disputes: If You purchased this Agreement in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Protection Plan. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Protection Plan. You have the right to cancel this Protection Plan if You return the product or if the product is sold, lost, stolen, or destroyed. If We cancel this Protection Plan, written notice including effective date and reason for cancellation will be mailed to You electronically or by U.S. Mail at least 30 days prior to termination.

Florida: The rates charged to You for this Protection Plan are not subject to regulation by the Florida Office of Insurance Regulation. The Guarantee, in Section 16, does not apply to Protection Plans sold in Florida as this Protection Plan is directly issued by the insurer, Starr Indemnity & Liability Company, 399 Park Avenue, 8th Floor, New York, NY 10022.

Georgia: Cancellation will comply with Section 33-24-44 of the Georgia Code. Failure to refund in accordance with the aforementioned Section will make Us liable for penalty equal to 25% of refund and interest of 18% per annum until refund is paid, not to exceed 50% of refund. The waiting period will not exceed 30 days.

Maine: With respect to Maine contract holders, the Obligor under this Protection Plan is the Dealer.

Nevada: This Protection Plan is not renewable. If We cancel this Protection Plan for nonpayment by You, then We will provide notice at least 15 days prior to the effective date of cancellation. We may cancel this Protection Plan at Our option on the basis of nonpayment, fraud, or material misrepresentation by You. If We cancel this Protection Plan for any of these reasons, then written notice including the effective date and reason for cancellation will be mailed to You at least 30 days prior to termination. Prior approval of service should be obtained as outlined in "WHAT TO DO IF A COVERED PRODUCT REQUIRES SERVICE" or "WORLDWIDE SERVICE" in the Protection Plan.

Oklahoma: The definition of "We", "Us" and "Our" means the obligor of this Protection Plan, Starr Technical Risks Agency, Inc. 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. If You cancel after the first ninety (90) days from purchase of this Protection Plan, You will receive a one hundred percent (100%) unearned pro rata refund based on the time remaining of Your Protection Plan.

South Carolina: 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 (800) 768-3467. This Protection Plan is not an insurance contract.

Texas: The administrator for this Protection Plan is SquareTrade, Inc. registration number 155.

Utah: Replacement parts will be new, rebuilt or non-original manufacturer's parts that perform to the factory specifications of the Product at our sole option. There is no deductible applicable to this program. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Notice of cancellation for nonpayment of the purchase price of this Agreement will be in writing given at least ten (10) days prior to cancellation. If Your device requires emergency repair outside the normal business hours, You may engage on Your own a repair center that is authorized or licensed to repair Your device.

Washington: You may return this Protection Plan within twenty (20) days of the date this Protection Plan was provided to You or within ten (10) days if the Protection Plan was delivered to You at the time of sale. If You made no claim, the Protection Plan is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact your selling retailer. We will pay a penalty of ten (10) percent per month on a refund that is not paid or credited within thirty (30) days after the return of the Protection Plan to Us. These provisions apply only to the original purchaser of the Protection Plan. In the event the We cancel the Protection Plan, We will mail a written notice to You at your last known address at least twenty-one (21) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. Section 11 of these Terms and Conditions is deleted in its entirety and replaced with the following: This is not an insurance policy. Obligations of the service contract provider under this contract are backed by the full faith and credit of the service contract provider, Starr Technical Risks Agency, Inc. Starr Technical Risk Agency, Inc. is located at 399 Park Avenue, 8th Floor, New York, NY 10022 and you may contact them toll-free at (855) 438-2390.

Wisconsin: **THIS PROTECTION PLAN IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** No claim will be denied solely because You failed to obtain preauthorization. This Protection Plan, including optional ADH coverage, does not provide coverage for intentional damage.

Wyoming: The provider of the service contract shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the service contract holder to the provider or a substantial breach of duties by the service contract holder relating to the covered product or its use.