



*THE RESCUE DATA RECOVERY SERVICE PLAN COVERING: DATA STORED IN REMOVABLE FLASH MEMORY, INTERNAL AND EXTERNAL SOLID-STATE DRIVES AND HARD DISC DRIVES, CAMERAS, DRONES, GAMING CONSOLES, PERSONAL COMPUTERS, TABLETS AND MOBILE PHONES.*

### **TERMS & CONDITIONS**

**IMPORTANT: THIS SERVICE PLAN COVERS DATA STORED ON YOUR EQUIPMENT (DEFINED BELOW) AND DOES NOT COVER THE REPAIR OR REPLACEMENT OF YOUR EQUIPMENT. THIS SERVICE PLAN DOES NOT COVER CORPORATE/ENTERPRISE DATA STORED ON YOUR EQUIPMENT. EQUIPMENT WITH PRE-EXISTING CONDITIONS IS NOT COVERED BY THIS SERVICE PLAN. REFER TO THE “WHAT IS NOT COVERED” SECTION FOR A LIST OF FULL EXCLUSIONS.**

**CONGRATULATIONS!** Thank You for purchasing the Rescue Data Recovery Service Plan. We hope that you enjoy the added comfort and protection this Service Plan provides. Please keep these terms and conditions in a safe place. This information will serve as a valuable reference guide and will help you determine what is covered under this Service Plan.

### **KEY TERMS**

Throughout these Service Plan terms and conditions, the words “**We**”, “**Us**” and “**Our**” mean the party or parties obligated to provide service under this Service Plan, who is Starr Protection Solutions, LLC (“SPS”), except in Florida, Oklahoma and Washington. In Oklahoma and Washington, the Obligor is Starr Underwriting Agency, Inc. (Oklahoma License # 44200902) (“SUA”). SPS and SUA are located at 399 Park Avenue, 3<sup>rd</sup> Floor, New York, NY 10022, (855) 438-2390. In Florida, the Obligor is Starr Indemnity & Liability Company located at 399 Park Avenue, 3<sup>rd</sup> Floor, New York, NY 10022, (855) 438-2390. “**You**” and “**Your**” refer to the purchaser of this Service Plan.

“**Administrator**” means the entity that is appointed by and / or contracted by “**Us**” to render certain data recovery services to You under this Service Plan, who, in the United States, is After, Inc., PO Box 451, Norwalk, CT 06852-0451, 1-800-261-9859, except in California who is After Solutions, PO Box 451, Norwalk, CT 06852-0451, 1-800-261-9859.

“**Seller**” means the entity that has been authorized by Us to sell this Service Plan to You.

“**Service Plan Price**” means the monthly amount paid by You for this Service Plan; excluding any applicable taxes and/or fees, as evidenced on Your Service Plan sales receipt.

“**Equipment**” means the camera, drone, gaming console, SD Card, MicroSD, CompactFlash, memory stick, thumb drive, solid state drive (“SSD”), hard disk drive (“HDD”), external hard drive (“EHD”), tablet, mobile phone, or the SSD or HDD contained within a multi device/drive storage box, laptop/desktop, or other removable data storage device owned by You, and which stores Your data electronically. In the case of Hybrid PC’s in which there is both flash memory storage and a solid state and/or hard disc drive built into the product by the manufacturer, the flash storage drive will be included under this Service Plan as well. This Service Plan covers the data stored on your Equipment and does not cover the repair or replacement of the Equipment.

“**OEM**” refers to the Original Equipment Manufacturer of your covered Equipment.

**“Pre-Existing Condition”** means an issue that existed with your Equipment prior to the Effective Date of this Service Plan. The last time stamp on the data written to or erased from the Equipment must be later than the date You purchased this Service Plan as evidence there was no Pre-Existing Condition.

**TERM OF COVERAGE:** This Service Plan will become effective on the date of purchase of the Service Plan (the “Effective Date”) and will continue on a month-to-month basis, unless the Service Plan is cancelled in accordance with these terms and conditions.

**CHARGES FOR THIS SERVICE PLAN:** The charge of the Service Plan Price will commence on the date of purchase of this Service Plan. Each month, unless cancelled during the term of this Service Plan, You will be charged the Service Plan Price using the credit or debit card You provided at the time of purchase. We have the right to change the Service Plan Price upon giving 30-day notice to You. It is Your responsibility to maintain a valid credit card or bank account information with the Seller to process payments, and failure to do so may cause Your Service Plan to be cancelled. If We do not receive full payment of the monthly charge, a late payment fee according to the laws of the state of residence may be incurred.

**PRODUCT ELIGIBILITY:** This Service Plan can only be utilized for Equipment matching the type of Equipment described herein. **IMPORTANT NOTE: ANY AND ALL PRE-EXISTING CONDITIONS ARE NOT ELIGIBLE FOR COVERAGE UNDER THIS SERVICE PLAN.** You may contact the Administrator for assistance in determining whether your Equipment is eligible for coverage.

**DEDUCTIBLE:** There is no deductible applicable to this Service Plan.

**SERVICES PROVIDED:** We agree to have services performed that are designed to retrieve, while minimizing the damage to, the media files and/or data on your Equipment in the event your Equipment fails to perform during the term of this Service Plan. **YOU ACKNOWLEDGE THAT THE EQUIPMENT MAY BE DAMAGED PRIOR TO OUR RECEIPT, AND YOU FURTHER ACKNOWLEDGE THAT OUR EFFORTS TO COMPLETE THE SERVICES MAY RESULT IN FURTHER DAMAGE TO OR THE DESTRUCTION OF THE EQUIPMENT, WHICH MAY VOID THE EQUIPMENT OEM WARRANTY.** To the extent possible, you should back up accessible data on your Equipment before submitting it for service under this Service Plan. If the damage sustained to your original Equipment is covered by the OEM warranty, then the OEM may be responsible for providing you with a replacement device in accordance with the terms of the OEM warranty. **IMPORTANT:** Any services performed under this Service Plan is not a guarantee that lost data will be recovered; however, all reasonable efforts will be used to recover your data through methods further explained below.

Under this Service Plan, you are limited to a maximum of two (2) In-Lab Data Recovery attempts for all of your Equipment during the term of coverage and pursuant to these terms and conditions. This Service Plan does not provide coverage for any of the losses set forth in the section titled “WHAT IS NOT COVERED”.

**IN-LAB DATA RECOVERY:** You will be asked to ship your Equipment or, if the data storage component of your Equipment is removable, to ship only the data storage component, to our designated laboratory facility to attempt the retrieval of data (“In-Lab Data Recovery”). When you ship your Equipment, or the data storage component of the Equipment, to the laboratory facility, you must use packaging that provides protection for your Equipment to prevent any further damage to the Equipment, or data storage component of the Equipment, during shipping. You are responsible for any risk of loss of the Equipment, or data storage component of the Equipment, until it is received at the designated laboratory facility. For more information, please contact the Administrator at 1-800-261-9859. We will pay the shipping costs associated with shipping your Equipment to the designated laboratory facility, as well as the cost of

shipping your original Equipment and/or any other data storage media containing data recovered from your original Equipment back to you, as applicable. Upon receipt of your original Equipment at the designated laboratory facility, we will take the following action(s):

- a. **RECOVERY EFFORT:** We will attempt to recover lost data and files.
- b. **RETURN OF RECOVERED DATA:** Recovered data (if any) will either be loaded onto a media storage device or into a cloud-based data storage location and returned to you. We are responsible for procuring, at no cost to You, either (a) the appropriate media storage device or (b) the cloud-based data storage location for a period of at least sixty (60) days. We, at Our sole discretion, will provide the recovered data (if any) back to You on the media device of Our choice.
- c. **ORIGINAL EQUIPMENT RETURN:** If, at the time of making the initial data recovery claim, You request that we will return Your original Equipment to You, We will do so. NOTE: Data recovery efforts utilized during the In-Lab Data Recovery Service may render the original Equipment inoperable. This Service Plan does not provide coverage for the repair or replacement of Your Equipment.
- d. **SOFTWARE INSTALLATION:** You may need to reinstall software to Your Equipment or Your replacement media device. Installation or re-installation of any and all software shall be Your responsibility and is not covered under this Service Plan.
- e. **DISPOSAL OF YOUR DEFECTIVE EQUIPMENT:** Because data recovery efforts utilizing the In-Lab Data Recovery Service typically renders your Equipment inoperable, Your original Equipment will be subject to secure disposal following an In-Lab Data Recovery attempt, unless You request that We return the inoperable original Equipment back to You at the time of making the initial data recovery claim. To the extent possible, You should back up accessible data on the Equipment before shipping it to Our laboratory facility for an In-Lab Data Recovery attempt.

**UNRECOVERABLE DATA:** In some cases, Your data may not be recoverable. In such instances, You will be entitled to reimbursement of the Service Plan Price for one month which may be in the form of a retail gift card at Our sole discretion, and We shall then be discharged from any further obligations under this Service Plan. Unrecoverable Data Reimbursement shall NOT apply in instances whereby partial recovery of Your lost data was successful; there must be a complete loss and non-recovery of data from Your Equipment to be eligible.

**WHAT TO DO IF YOUR EQUIPMENT REQUIRES SERVICE:** Call us at 1-800-261-9859 and explain the problem. You will be instructed on the next steps for filing a claim under this Service Plan. You may be required to provide proof of ownership of the Equipment. **NOTE: THIS SERVICE PLAN MAY NOT PROVIDE COVERAGE IF YOU MAKE UNAUTHORIZED ATTEMPTS TO RETRIEVE THE DAMAGED OR LOST DATA (SEE "WHAT IS NOT COVERED" BELOW).** Service will be provided during normal business hours only.

**LIMITATION OF LIABILITY:** The following clause applies to the maximum extent permitted by the applicable law. Neither We or the Administrator shall be liable for any harm caused to Your Equipment (unless proven that such harm was caused intentionally); including any consequential avoidance of an OEM warranty resulting from services performed on Your Equipment in accordance with the terms and conditions outlined in this Service Plan. Without limiting the generality of the foregoing, neither We or the Administrator will be liable for the condition, existence, or loss of the data You send Us or the data we recover (if any), any loss of revenue or loss of profits, or any indirect, special, incidental, or consequential damages, however caused. To the maximum extent permitted by applicable law, this limitation shall apply to any and all damages, regardless of the legal theory on which they are asserted (including, without limitation, contract, breach of contract, and tort), and regardless of whether We have

been advised of the possibility of loss or damages unless You prove that we caused damages to you intentionally.

This Service Plan shall be considered fulfilled in its entirety, and we shall be discharged from any further obligations under this Service Plan, in the event we have rendered service for two (2) claims for the In-Lab Data Recovery Service during the Service Plan term.

To the maximum extent permitted by applicable law, Our maximum liability in connection with all claims processed pursuant to the terms and conditions of this Service Plan shall not exceed \$1,300 (the "Maximum Liability Limit") for the Service Plan term. In the event the aggregate sum of all claims processed under this Service Plan equals \$1,300 during the Service Plan term, Our obligations under this Service Plan shall be considered fulfilled in their entirety and We shall have no further obligation. In no event will We be liable for any damages whatsoever that are in excess of the Maximum Liability Limit, whether based on contract, tort, warranty or other legal or equitable ground, including without limitation damages for loss of data, property damage, lost time, loss of business profits, business interruption, or other pecuniary loss, or incidental, consequential or indirect damages arising from the services performed pursuant to this Service Plan. This limitation will apply even if We, the Administrator or any of our respective authorized entities, affiliates, dealers, agents, suppliers, or representatives have been advised of the possibility of such damage. By requesting the services described in these Service Plan terms and conditions You acknowledge this limitation of liability and allocation of risk.

#### **WHAT IS NOT COVERED:**

- 1. This Service Plan does not provide coverage for attempted data recovery, loss or damage to Your Equipment caused by or resulting from any of the following, unless otherwise explicitly stated below: a. Pre-Existing Conditions; b. Unauthorized repairs, improper installation or attachments or transportation damage; or c. Lack of manufacturer specified maintenance or improper equipment modifications.**
- 2. This Service Plan does not provide coverage for any of the following equipment, products, or equipment components: a. Equipment that is networked-attached storage or multi-drive storage systems with the exception we will provide reasonable efforts to recover data from individual drives that have failed within the system. Each effort to recover data on an individual drive constitutes one (1) claim.; b. Equipment utilized in a manner that is inconsistent with either the design of the Equipment or the way the OEM intended the Equipment to be used; c. Components not contained with the housings of the Equipment (except for removable data storage devices, external hard drives, etc., as set forth in the definition of Equipment, above); d. Equipment with removed or altered serial numbers; e. Public rental equipment or products used in communal settings (use of Equipment for these purposes will cause this Service Plan to provide no coverage); f. Accessories and/or add-on options purchased separately and not essential to the basic function of the Equipment; and g. Removable Flash Memory that are fully not removable from the device in which it is contained for the collection of data or any Solid State Drive or Hard Disc Drive storage devices.**
- 3. This Service Plan does not provide coverage for any of the following costs, expenses or services: a. Data recovery services when such are covered by manufacturer's recall; manufacturer's factory bulletins; insurance; or another service agreement; b. Cleaning, preventative maintenance, or customer education expenses related to the Equipment, or any resultant damage caused by such; c. Service required as a result of any alteration of the Equipment, or repairs made by anyone other than a servicer authorized by Us, or the use of supplies other than those recommended by the manufacturer; d. Liability or damage to property, or injury or death to any person arising out of**

the operation, maintenance or use of the Equipment; e. Expenses incurred from the dismantling or reinstallation of fixed infrastructure when removing your Equipment from, or installing an alternate media device into, a custom installation, unless otherwise agreed by Us at the time You initiate the data recovery claim; f. Any perceived or actual monetary value associated with lost data; g. Repairs to or replacements of any tangible equipment or property; h. Indemnification or payment for damages to any property caused by or arising from fortuitous events; i. Service outside of the United States of America, its territories; and j. Service that is disallowed pursuant to the Office of Foreign Assets Control of the U.S. Department of the Treasury.

4. Notwithstanding any provision to the contrary, this service agreement excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following- including any fear or threat thereof, whether actual or perceived: A. Any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); or B. Coronavirus (COVID-19) including any mutation or variation thereof; or C. Pandemic or epidemic, as declared as such by The World Health Organization or any governmental authority.

**OUR RIGHT TO RECOVER EXPENSES:** If You have a right to recover against another party for any expenses We have incurred to perform the services under this Service Plan, Your rights shall become Our rights. You shall do whatever is reasonably necessary to enable Us to enforce those rights.

**CANCELLATION:** You may cancel this Service Plan, during the Term of Coverage, by informing the Administrator of Your cancellation request and You will receive a 100% refund of the current monthly Service Plan Price, unless You have submitted Equipment for a data recovery in which case this Service Plan is fulfilled. When applicable, You shall be entitled to the Unrecoverable Data Reimbursement outlined in the **SERVICES PROVIDED-UNRECOVERABLE DATA** section.

We may cancel this Service Plan or change the terms and conditions only upon providing You with at least thirty (30) days' notice or other period as required by law unless we cancel for the following reasons: (1) non-payment of the Service Plan Price; (2) material misrepresentation by You to Us; or (3) a substantial breach of duties by You under this Service Plan in relation to the covered Equipment or its use. Additionally, We must provide You written notice at least 15 days prior to the effective date of cancellation; such notice will be sent to Your current email address in Our file (or physical address if necessary, as decided by Us), with the effective date of and reason for cancellation. If We cancel this Service Plan for other than non-payment of the Service Plan Price, You will receive a refund based upon one hundred percent of the pro-rata monthly Service Plan Price.

**DISPUTE RESOLUTION:** Most disputes or disagreements between You and Us arising under this benefit can be resolved quickly by contacting the Administrator in writing at PO Box 451, Norwalk, CT 06852-0451. The parties will attempt to resolve any dispute arising out of or related to these terms and conditions or any data recovery services requested or attempted hereunder through good faith negotiation.

The following clause applies to the maximum extent permitted by the applicable law. In the unlikely event We are unable to resolve a dispute We have with You after attempting to do so informally, You and We agree to resolve such disputes through final and binding arbitration in accordance with the rules of the Judicial Arbitration and Mediation Services "JAMS" in the United States. Each party will bear its own costs in arbitration, provided that We reserve the right, in Our discretion, to pre-pay certain fees You may incur in connection with the arbitration subject to refund if You do not prevail. Both parties waive their rights

to a jury trial. Unless We and You agree otherwise, any arbitration hearings will take place in the State of New York, City of New York, or Borough of Manhattan.

**LEGAL RIGHTS; INDEMNITY:** The following clause applies to the maximum extent permitted by the applicable law. You warrant that You are the legal owner, or the authorized representative of owner of the Equipment and data submitted to Us for service under this benefit. You warrant that the data on the Equipment is legal and that You have the unrestricted legal right to (a) grant access to the data, (b) have the data recovered and reproduced on a backup medium, (c) receive the recovered data, and (d) agree to these Service Plan terms and conditions. You will defend, indemnify, and hold Us (including the directors, officers, employees, agents, delegates, Administrator and contractors, respectively) harmless from any claims or actions relating to the Equipment or data, or Your rights or lack of rights thereto.

**COMPLIANCE WITH LAWS:** You agree to comply with all applicable laws, statutes, ordinances and regulations relating to the use of recovered media or data on Your Equipment. You acknowledge that a violation of this section could subject You to criminal or civil penalties. The media files or data licensed or provided, or services provided, under this program, which may include technology and software, are subject to the customs and export control laws and regulations of the United States of America and may also be subject to the customs and export laws and regulations of the country in which Your Equipment is manufactured or received. Further, under United States of America law, such goods may not be sold, leased or otherwise transferred to restricted countries, or used by a restricted end-user or an end-user engaged in activities related to weapons of mass destruction including, without limitation, activities related to designing, developing, producing or using nuclear weapons, materials, or facilities, missiles or supporting missile projects, or chemical or biological weapons. You warrant You are not a restricted end-user or involved in any of the restricted activities described above, and that You will comply with and abide by these laws and regulations. We reserve the right to refuse service for, or return to You, any Equipment that has been determined to violate any law or regulation.

**CONFIDENTIALITY OF YOUR DATA:** We will use any information provided by You only for the purposes of fulfilling Our obligations under this Service Plan and will use Our best efforts to hold Your information in the strictest confidence while it is in Our possession, unless otherwise required by law or directed by law enforcement officials.

**DISCLAIMER OF WARRANTIES, REPRESENTATIONS AND GUARANTEES: WE PROVIDE THIS SERVICE PLAN AND ANY SERVICES PROVIDED OR ATTEMPTED HEREUNDER "AS IS," WITH ALL FAULTS, AT YOUR SOLE RISK. WE DO NOT EXTEND ANY EXPRESS WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES REGARDING THIS SERVICE PLAN OR ANY RESULTS THEREOF. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED, WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF ACCURACY OR COMPLETENESS WITH RESPECT TO THIS SERVICE PLAN.**

**ENTIRE AGREEMENT:** This Service Plan, including the terms, conditions, limitations, exceptions and exclusions, constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

**INSURED AGREEMENT:** This is not an insurance policy. Our obligations under this Service Plan are guaranteed under a reimbursement insurance policy issued by Starr Indemnity & Liability Company. Starr Indemnity & Liability Company is located at 399 Park Avenue, 3rd Floor, New York, NY 10022 and You may contact them toll-free at (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.

#### **SPECIAL STATE DISCLOSURES:**

Regulation of service plans may vary widely from state to state. Any provision within this Agreement, which conflicts with the laws of the state where You reside, 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 Plan was purchased in one of the following states and supersede any other provision within Your Service Plan terms and conditions to the contrary.

**ALABAMA only:** You may return Service Plan within twenty (20) days of the date Service Plan was provided to You or within ten (10) days if Service Plan was delivered to You at the time of sale. If You made no claim, Service Plan is void and the full purchase price will be refunded to You. If You cancel Service Plan after the first 20 days, You will receive the unearned portion of the full purchase price of Service Plan, less an administrative fee of up to twenty-five dollars (\$25.00). To arrange for cancellation of this Plan, please contact Your Seller. The Obligor will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Obligor. Obligations of the Obligor are backed by the full faith and credit of the Obligor, as well as by a service contract reimbursement policy. If the Obligor fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company, who insures the Obligor's obligations under Service Plan, at (855) 438-2390 or 399 Park Ave 3rd Floor, New York, NY 10022. These provisions apply only to the original purchaser of Service Plan. In the event the Obligor cancels Service Plan, the 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 provider fee or a material misrepresentation by You relating to the covered property or its use.

**ARIZONA only Definitions:** A "Consumer" means a contract holder, inclusive of a buyer of the Covered Product (other than for re-sale), any person to whom the Covered Product is transferred to during the duration of the Coverage Term, or any person entitled to receive performance on the part of the Obligor under applicable law. "Service Dealer" is any person or entity that performs or arranges to perform services pursuant to a service contract which the Service Dealer issues. "Service Contract Administrator" means an entity which agrees to provide contract forms; process claims and procure insurance for and on behalf of a Service Dealer in performance of the obligations pursuant to a service contract, but which may not itself perform actual repairs.

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 Seller. All references to denial or exclusion from coverage are applicable only if they happened while the product was owned by you.

**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 Plan. 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 ten percent of the gross amount paid by You for

the service contract. To arrange for cancellation of this Plan, please contact Your Seller. Starr Protection Solutions, LLC is the Provider and the Obligor for Service Plan 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 Department of Insurance and Financial Institutions at 800-325-2548 or [difi.az.gov/complaint](http://difi.az.gov/complaint).

**CALIFORNIA only:** With respect to California contract holders, the Administrator under Service Plan is After, Inc. The Obligor under Service Plan is Starr Protection Solutions LLC. Service Plan may be cancelled by the contract holder for any reason, including, but not limited to, the Product covered under this contract being sold, lost, stolen or destroyed. If You decide to cancel Service Plan, and cancellation notice is received by the Seller within 60 days of the date You received Service Plan, and You have made no claims against Service Plan, You will be refunded the full Service Plan price, less any claims; or if Service Plan is cancelled by written notice after 60 days from the date You received Service Plan, You will be refunded a pro-rated amount of Service Plan price, less any claims paid or less an administrative fee of 10% of the Service Plan price or \$25, whichever is less, unless otherwise precluded by law. To arrange for cancellation of this Plan, please contact Your Seller.

**COLORADO only:** Action under Service Plan may be covered by the provisions of the “Colorado Consumer Protection Act” or the “Unfair Practices Act,” Articles 1 and 2 of Title 6, C.R.S. A party to Service Plan may have a right of civil action under the laws, including obtaining the recourse or penalties specified in such laws.

**CONNECTICUT only:** The term of Service Plan is automatically extended by the length of time in which the Covered Product is in the Obligor’s custody for repair under Service Plan. In the event of a dispute with the 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 Product, the cost of repair of the Product, and a copy of Service Plan. If the Obligor fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company who insures the Obligor’s obligations under Service Plan, at (855) 438-2390 or 399 Park Ave, 3rd Floor, New York, NY 10022.

**FLORIDA only:** The Obligor under Service Plan is Starr Indemnity & Liability Company. The Administrator under Service Plan is After, Inc. If You cancel Service Plan, You will receive a refund equal to 90% of the unearned pro rata purchase price of Service Plan, less any claims that have been paid or less the cost of repairs made on Your behalf. To arrange for cancellation of this Plan, please contact Your Seller. If We cancel Service Plan, You will receive one hundred percent (100%) of the unearned pro rata purchase price of Service Plan, less any claims paid or the cost of repairs made on Your behalf. The rates charged for Service Plan are not subject to regulation by the Florida Office of Insurance Regulation.

**GEORGIA only:** You may cancel Service Plan at any time by notifying the Seller in writing or by surrendering Service Plan to the Seller, whereupon the Seller will refund the unearned pro rata purchase price based on the time remaining on the request for cancellation. To arrange for cancellation of this Plan, please contact Your Seller. The Obligor is also entitled to cancel Service Plan at any time based upon fraud, misrepresentation, nonpayment of fees by You, or non-renewal.

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 Seller.

Procedures for cancellation of Service Plan will comply with section 33-24-44 of the Georgia code. Administrator may cancel Service Plan upon thirty (30) days written notice to You. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with **the Obligor**, the claim can be submitted to Starr Indemnity & Liability Company who insures the Obligor's obligations under Service Plan at (855) 438-2390 or 399 Park Ave, 3rd Floor, New York, NY 10022.

**HAWAII only:** You may return Service Plan within thirty (30) days of the date Service Plan was provided to You or within twenty (20) days if Service Plan was delivered to You at the time of sale. If You made no claim, Service Plan is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your Seller. The 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 Service Plan to the Seller. These provisions apply only to the original purchaser of Service Plan. In the event the Obligor cancels Service Plan, We will mail a written notice to You at Your last known address at least 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 provider 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 Obligor under Service Plan are insured under a service contract contractual liability policy issued by Starr Indemnity & Liability Company, 399 Park Ave, 3rd Floor, New York, NY 10022. If You have a question or complaint, You may contact the Insurance Commissioner, Hawaii Insurance Division, PO Box 3614, Honolulu, Hawaii, 96811.

**ILLINOIS only:** Starr Protection Solutions, LLC, (and not the dealer or manufacturer), is the Obligor under Service Plan in the State of Illinois. The Obligor will pay the cost of covered parts and labor necessary to restore the Product (s) to normal operating condition as a result of covered or mechanical component failure due to normal wear and tear. You may cancel Service Plan at any time. If You cancel Service Plan 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 Service Plan 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 Plan, please contact Your Seller. If the Obligor fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company which insures the Obligor's obligations under Service Plan at the following address: 399 Park Avenue, 3rd Floor, New York, NY 10022.

**INDIANA only:** If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Obligor, the claim can be submitted to Starr Indemnity & Liability Company, who insures the Obligor's obligations under Service Plan, at 399 Park Avenue, 3rd Floor, New York, 10022.

**KENTUCKY only:** If processing of a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Obligor, the claim may be submitted to Starr Indemnity & Liability Company who insures the Obligor's obligations under Service Plan at 399 Park Avenue, 3rd Floor, New York, NY 10022.

**MISSOURI only:** The following provisions apply only to the original purchaser of Service Plan, and only if no claim has been made prior to the return of Service Plan: You may return Service Plan within twenty (20) days of the date Service Plan was mailed to You or within ten (10) days if Service Plan was delivered to You at the time of sale. If You made no claim under Service Plan, the Plan is void and the full purchase price will be refunded to You or credited to Your account. To arrange for cancellation of this Plan, please contact Your Seller. The 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 Service Plan to the Seller. The Deductible (if applicable) is a non-refundable amount You will be assessed, per Claim, prior to receiving covered services under Service Plan, as indicated on the purchase confirmation page. 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 Service Plan provisions.

**NEVADA only:** Service Plan is renewable at Our option. Service Plan is not an insurance policy. Service Plan does not provide replacement or service coverage for failures or breakdowns arising from pre-existing conditions or for any form of consequential damages. All references to denial or exclusion from coverage in relation to the WHAT IS NOT COVERED paragraph, section 4 is not applicable to Nevada consumers. The purchase price is as indicated on the bill of sale or receipt and is considered to be a part of the contract.

The cancellation provision in Service Plan is hereby deleted and replaced with the following:

Service Plan is void and We will refund to You the purchase price of Service Plan, if no service or replacement claim has been made and You return the contract to Us:

- (a) Within 20 days after the date Service Plan was mailed or otherwise sent to You; or
- (b) Within 10 days after You have received a copy of Service Plan if We have furnished You with a copy of this Agreement at the time when this Agreement was purchased.

To arrange for cancellation of this Plan, please contact Your Seller. We will refund to You the purchase price of this contract within 45 days after it has been returned to us. If We do not refund the purchase price within 45 days, 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 Service Plan at any other time and receive a refund equal to the pro rata purchase price. These provisions apply only to the original purchaser of Service Plan.

We may not cancel this contract once it has been in effect for at least seventy (70) days, except for the following conditions:

- (a) Failure by You to pay Service Plan purchase price;
- (b) The contract holder being convicted of a crime which results in an increase in the service required under Service Plan;
- (c) Discovery of fraud or material misrepresentation perpetrated by You in purchasing this contract or obtaining service;
- (d) The discovery of an act or omission, or a violation of any condition of this contract by You which substantially and materially increases the service requested under Service Plan; or

(e) A material change in the nature or extent of the service required under Service Plan, which occurs after the purchase of this contract, and substantially and materially increases the service required beyond that contemplated at the time of purchase.

If We cancel Service Plan for any of the above reasons, You will receive a refund equal to the pro rata purchase price. With respect to each Product covered under Service Plan, the Administrator and/or Obligor liability is limited to the original retail purchase price You paid for such Product. We may not cancel Service Plan until at least fifteen (15) days after the notice of **cancellation has been** mailed to You. The obligations under Service Plan are guaranteed by Starr Indemnity & Liability Company located at 399 Park Ave., 3rd Floor, New York, NY 10022. If You are not satisfied with the manner in which We are handling service under this Agreement, You may contact the Nevada Commissioner by use of the toll-free number of the Division, (888) 872-3234.

**NEW HAMPSHIRE only:** In the event You do not receive satisfaction under Service Plan, 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 Service Plan are insured by a contractual liability policy issued by Starr Indemnity & Liability Company located at 399 Park Ave., 3rd Floor, New York, NY 10022. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Obligor ceases to do business or goes bankrupt, You may file Your claim directly with Starr Indemnity & Liability Company.

**NEW MEXICO only:** You may return Service Plan within ninety (90) days of the date Service Plan was provided to You. If You made no claim, the Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your Seller. The 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 Service Plan. These provisions apply only to the original purchaser of Service Plan. We may not cancel Service Plan once it has been in effect for seventy (70) days except for the following conditions:

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

If We cancel Service Plan, 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 provider 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 Obligor under Service Plan are insured under a service contract reimbursement insurance policy issued by Starr Indemnity & Liability Company. If the Obligor fails to perform under this Agreement, including failure to return any unearned fee in the event of cancellation, Starr Indemnity & Liability Company will pay all sums the Obligor is legally obligated to pay under this Agreement or perform any service the Obligor is legally obligated to perform under this Agreement. You may return Service Plan within twenty (20) days of the date Service Plan was provided to You or within ten (10) days, if Service Plan was delivered to You at the time of sale. If You made no claim, Service Plan

is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your Seller. 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 Service Plan. These provisions apply only to the original purchaser of Service Plan. In the event We cancel Service Plan, 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 provider 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 Starr Indemnity & Liability Company located at 399 Park Ave, 3rd Floor, New York, NY 10022, 1 (855) 438-2390.

**NORTH CAROLINA only:** The purchase of Service Plan is not required in order to obtain financing. We may not cancel Service Plan except for nonpayment by You or for violation of any of the terms and conditions of Service Plan. If You cancel Service Plan, 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 Plan, please contact Your Seller. Obligations under Service Plan are insured by Starr Indemnity & Liability Company, 399 Park Ave., 3rd Floor, New York, NY 10022.

**OKLAHOMA only:** The Obligor under Service Plan is Starr Underwriting Agency, Inc. (License # 44200902). In the event You cancel Service Plan, 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 Plan, please contact Your Seller. In the event We cancel Service Plan, 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 contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

**OREGON only:** Arbitration: 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. Any arbitration occurring under Service Plan shall occur in an agreed upon location by both parties and be administered in accordance with the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association (the "Arbitration Rules") unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement. Any award rendered shall be a nonbinding award against You.

**SOUTH CAROLINA only:** In order to prevent damage to the Covered Product, please refer to the owner's manual. Service Plan does not provide coverage for pre-existing conditions. Service Plan does not cover repair and replacement necessitated by loss or damage resulting from 1) any cause other than normal use and operation of the Product in accordance with manufacturer's specifications and/or owner's manual or 2) failure to use reasonable means to protect Your Product from further damage after a breakdown or performance failure occurs. You may return Service Plan within twenty (20) days of the date Service Plan was provided to You, or within ten (10) days, if Service Plan was delivered to You at the time of sale. If You made no claim, Service Plan is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your Seller. 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 Service Plan. These provisions apply only to the original purchaser of Service Plan. In the event We cancel Service Plan, 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

provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property 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 Starr Indemnity & Liability Company, which insures the obligations under Service Plan, located at 399 Park Ave., 3rd Floor, New York, NY 10022. In the event You have a question or complaint, You may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina, 29202-3105, (803) 737-6134.

**TEXAS only:** You may return Service Plan within twenty (20) days of the date Service Plan was provided to You or within ten (10) days if Service Plan was delivered to You at the time of sale. If You made no claim, Service Plan is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your Seller. 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 Service Plan. In the event We cancel Service Plan, 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 provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. Obligations of the provider under Service Plan are insured under a service contract reimbursement policy. In the event a covered service is not provided by Us within sixty (60) days after proof of loss has been filed, the claim can be submitted to Starr Indemnity & Liability Company located at 399 Park Ave, 3rd Floor, New York, NY 10022. Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulations, PO Box 12157, Austin TX 78711, 1 (800) 803-9202.

**UTAH only:** The language in CANCELLATION section regarding Our rights to cancel this agreement is deleted and replaced with: We may cancel Service Plan 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 Service Plan 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 Service Plan 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 dealer. 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 the company. Any decision reached by arbitration shall be binding upon both you and the company. 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. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, the claim can be submitted to Starr Indemnity & Liability Company, who insures the Administrator's obligations under Service Plan, located at 399 Park Avenue, 3rd Floor, New York, NY 10022, (855) 438-2390. Coverage afforded under Service Plan 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.

**VERMONT only:** You may return Service Plan within twenty (20) days of receipt and, if no claim for service has been made, receive a full refund of the purchase price. To arrange for cancellation of this Plan, please

contact Your Seller. Our obligations under Service Plan are supported by a contractual liability insurance policy issued by Starr Indemnity & Liability Company. In an event that We are unable to perform under the contract, Starr Indemnity & Liability 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 the Our contractual obligations under Service Plan. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, the claim can be submitted to Starr Indemnity & Liability Company located at 399 Park Avenue, 3rd Floor, New York, NY 10022, (855) 438-2390.

**VIRGINIA only:** If any promise made in the contract 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](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

**WASHINGTON only:** 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 obligor under Service Plan are backed by the full faith and credit of the service contract obligor, Starr Underwriting Agency, Inc., located at 399 Park Avenue, 3rd Floor, New York, NY 10022. You may contact them toll-free at (855) 438-2390.

**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 Starr Indemnity & Liability Company, who insures Our obligations under Service Plan, located at 399 Park Avenue, 3rd Floor, New York, NY 10022, (855) 438-2390. You may return Service Plan within twenty (20) days of the date Service Plan was mailed to You, or within ten (10) days, if Service Plan was delivered to You at the time of sale. If You made no claim, Service Plan is void and the full purchase price will be refunded to You or credited to Your account. To arrange for cancellation of this Plan, please contact Your Seller. 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 Service Plan to Us. These provisions apply only to the original purchaser of Service Plan. In the event that You experience a total loss of property covered by this contract that is not covered by a replacement of the property pursuant to the terms of the contract, You shall be entitled to cancel this contract and receive a pro rata refund of any unearned provider fee, less any claims paid. Lack of pre-authorization shall be the sole grounds for a claim denial; however, unauthorized repairs may not be covered if evaluated to have been at an unreasonable expense.

**WYOMING only:** You may return Service Plan within twenty (20) days of the date Service Plan was provided to You, or within ten (10) days, if Service Plan was delivered to You at the time of sale. If You made no claim, Service Plan is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact Your Seller. 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 Service Plan to Us. These provisions apply only to the original purchaser of Service Plan. In the event We cancel Service Plan, 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 provider 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 Service Plan are insured by Starr Indemnity & Liability Company located at 399 Park Avenue, 3rd Floor, New York, NY 10022.

**ENTIRE CONTRACT:** Service Plan together with your purchase confirmation sets forth the entire contract between the parties and no representation, promise, or condition not contained herein shall modify these terms.