#### COMMERCIAL SERVICE AGREEMENT

- **1. Plan Provider (Obligor)** The company obligated under this Plan is Starr Protection Solutions LLC (SPS), except in Florida, Oklahoma and Washington. In Oklahoma and Washington the obligor is Starr Technical Risks Agency, Inc. (Starr Tech). SPS and Starr Tech are located at 399 Park Avenue, 8<sup>th</sup> Floor New York, NY 10022, 855-438-2390. In Florida, the Obligor is Starr Indemnity & Liability Company located at 399 Park Avenue, 8<sup>th</sup> Floor New York, NY 10022.
- 2. Definitions: "We", "Us" and "Our" shall mean the obligor. In Florida "We", "Us" and "Our" shall mean Starr Indemnity & Liability Company "You" or "Your" shall mean the purchaser of the product(s) covered by this Service Agreement. "Service Agreement ("Agreement") shall mean this document together with Your original record of purchase. "Administrator" shall mean Starr Protection Solutions LLC or our authorized third party provider used to process claims payments and/or cancellation refunds. There is no deductible under this Service Agreement.

### 3. WHAT IS COV

In consideration of payment of the Service Agreement price This Service Agreement provides for either the repair or replacement of the covered product(s) subject to the terms and conditions below. This Agreement 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.

- a) Repair Protection: If Your product is eligible for repair protection this Agreement provides, at our discretion, for the repair or replacement of your product to its standard operating condition provided the product, during normal usage, fails to perform its intended functions due to normal wear and tear; mechanical or electrical failure; or a defect in either materials or workmanship. Parts used to repair or replace the covered product may be new, used, refurbished or non-original manufacturer's parts that perform to factory specifications of the product.
- b) Replacement Protection: If Your product is eligible for replacement protection this Agreement provides for a one time replacement of your product(s) throughout the term of this agreement. Replacement products may be new or refurbished products that perform to factory specifications of the original product. If a like or kind product is unavailable, you may receive the original value of the product, not including taxes, shipping or handling, in a check, gift card, or voucher at the discretion of the insurance company or obligor. You may be required to ship the product to a designated facility for inspection.
- **c) Depot Service:** If depot service is included with your Agreement we will provide 3-way shipping to and from a depot service center of our choice.
- **d) Power Surge Protection:** This Agreement provides power surge protection from the date of purchase in the absence of any other insurance coverage. If your product is damaged as a result of a power surge, we will service your product in accordance with the terms herein.
- e) No Lemon Guarantee: This Agreement provides that following the expiration of the manufacturer warranty term and after three service repairs have been completed for the same problem, on an individual product that requires a fourth repair, as determined by Us, We reserve the right to replace the product with one of like kind and quality, not to exceed the original purchase price of the product. This clause will be exercised at our sole discretion
- f) Accidental Damage form Handling (ADH) Protection: If You purchased ADH Protection this Agreement provides coverage, from the date of purchase, for unintentional and accidental damage to the product that results form normal customary use and handling of the product such as drops and liquid spills that render the product inoperable. You will be required to ship the products to our designated repair facility for inspection. If the product cannot be repaired it will be replaced with a product of like kind and quality. All shipping charges will be covered by the Agreement.

## 4. Terms:

- a) Repair Plans: This Service Agreement shall commence upon the date of product purchase or delivery, whichever occurs last. The product manufacturer has primary responsibility for replacement or repair of the covered product during the manufacturer's warranty period.
- b) Replacement Plans: This Service Agreement commences upon expiration of the shortest portion of the manufacturer's original written warranty and terminates completely upon replacement of Your product or at the end of the term specified for the plan You purchased. All products replaced under this plan are the property of US in their entirety.
- 5. Limit of Liability: The total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the purchase price of the product, less taxes. In the event that We make payments for repairs, which in the aggregate, are equal to the Purchase Price or We replace the product with a new, rebuilt or refurbished product of equal or similar features and functionality, We will have no further obligations under this Service Agreement.
- 6. To Obtain Service: If the covered product requires service call Us toll free: 855-334-0927 or direct dial: 248-319-0447 and explain the problem. We will attempt to resolve the problem You are experiencing over the telephone. If We can not resolve the problem, You will be directed to an authorized service center. NOTE: YOU MUST OBTAIN PRIOR AUTHORIZATION IN ORDER TO RECEIVE COVERAGE FOR REPAIRS UNDER THIS SERVICE AGREEMENT. We reserve the right to inspect the product from time to time. Service will be provided during normal business hours and in the USA only.
- 7. Your Responsibilities: You must follow the instructions for use contained in the owners manual of the product. You must have the product maintained in accordance with the manufacturers recommendations, as outlined in the owners manual. Failure to maintain the product in accordance with the manufacturers instructions may result in denial of coverage under this Agreement.

## 8. WHAT IS NOT COVERED:

- a) ANY EQUIPMENT LOCATED OUTSIDE THE UNITED STATES OF AMERICA
- b) EQUIPMENT SOLD WITHOUT A MANUFACTURER'S WARRANTY, unless an "out of warranty plan was purchased OR SOLD "AS IS;"
- c) REFURBISHED PRODUCTS WITH LESS THAN AN ORIGINAL NINETY (90) DAYS MANUFACTURER'S PARTS AND LABOR LIMITED WARRANTY;
- 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, THEFT, EXPOSURE TO WEATHER CONDITIONS, OPERATOR NEGLIGENCE, MISUSE, ABUSE, IMPROPER ELECTRICAL/POWER SUPPLY, ETC.;
- e) UNAUTHORIZED REPAIRS, IMPROPER INSTALLATION OR ATTACHMENTS;
- f) COSMETIC DAMAGE TO CASE OR CABINETRY OR OTHER NON-OPERATING PARTS OR COMPONENTS;
- g) LACK OF MANUFACTURER SPECIFIED MAINTENANCE, IMPROPER EQUIPMENT MODIFICATIONS, VANDALISM, ANIMAL OR INSECT INFESTATION, RUST, DUST, CORROSION, DEFECTIVE BATTERIES, BATTERY LEAKAGE, OR ACTS OF NATURE OR ANY OTHER PERIL ORIGINATING FROM OUTSIDE THE PRODUCT;
- h) DAMAGED OR DEFECTIVE LCD SCREENS WHEN THE FAILURE IS CAUSED BY ABUSE OR IS OTHERWISE EXCLUDED HEREIN:
- I) ACCIDENTAL DAMAGE, CRACKED OR DAMAGED MONITOR, LAPTOP OR DISPLAY SCREENS, IF ADH COVERAGE WAS NOT INCLUDED AS AN INTEGRAL PART OF THE PLAN PURCHASED BY YOU:
- m) COMPONENTS NOT CONTAINED WITHIN THE HOUSINGS OF THE COVERED PRODUCT(S) SUCH AS KEYBOARDS, MOUSE, SPEAKERS, MODEMS, WIRING, ETC:

- n) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT:
- o) SERVICE NECESSARY BECAUSE OF IMPROPER STORAGE, IMPROPER VENTILATION, RECONFIGURATION OF EQUIPMENT, USE OR MOVEMENT OF THE EQUIPMENT, INCLUDING THE FAILURE TO PLACE THE EQUIPMENT IN AN AREA THAT COMPLIES WITH THE MANUFACTURER'S PUBLISHED SPACE OR ENVIRONMENTAL REQUIREMENTS;
- p) ANY UTILIZATION OF EQUIPMENT THAT IS INCONSISTENT WITH EITHER THE DESIGN OF THE EQUIPMENT OR THE WAY THE MANUFACTURER INTENDED THE EQUIPMENT TO BE USED;
- q) FAILURES TO PRODUCTS CAUSED BY ANY INSTALLATION THAT PREVENTS NORMAL SERVICE;
- r) FAILURE TO USE REASONABLE MEANS TO PROTECT YOUR PRODUCT FROM FURTHER DAMAGE AFTER A FAILURE OCCURS;
- t) LOSS OR DAMAGE TO RECORDING MEDIA, SOFTWARE OR DATA;
- u) CONSUMABLES SUCH AS BATTERIES, BULBS, TONER, RIBBONS, INK CARTRIDGES, DRUMS, BELTS, OR CONSUMER REPLACEABLE PRINTER HEADS;
- w) PRODUCT(S) WITH REMOVED OR ALTERED SERIAL NUMBERS.
- x) REPAIRS RECOMMENDED BY A REPAIR FACILITY NOT NECESSITATED BY MECHANICAL OR ELECTRICAL BREAKDOWN AND or ADH;
- z) ANY REPAIR THAT IS A RESULT OF IN-WARRANTY PARTS NOT PROVIDED OR SHIPPED BY THE MANUFACTURER;
- aa) DAMAGE 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:
- ab) CLEANING, PREVENTIVE MAINTENANCE OR CUSTOMER EDUCATION;
- ac) SYSTEMS OR COMPONENT(S) THAT ARE COVERED BY A MANUFACTURER'S WARRANTY, INSURANCE OR ANOTHER SERVICE CONTRACT;
- ad) CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS CONTRACT OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT THE REPAIR CENTER OR OTHERWISE AWAITING PARTS;
- ae) DAMAGE TO COMPUTER HARDWARE AND SOFTWARE CAUSED BY, INCLUDING, BUT NOT LIMITED TO, VIRUSES, APPLICATION PROGRAMS, NETWORK PROGRAMS, UPGRADES, FORMATTING OF ANY KIND, DATABASES, FILES, DRIVERS, SOURCE CODE, OBJECT CODE OR PROPRIETARY DATA, OR ANY SUPPORT, CONFIGURATION, INSTALLATION OR REINSTALLATION OF ANY SOFTWARE OR DATA;
- af) SERVICE REQUIRED AS A RESULT OF ANY ALTERATION OF THE EQUIPMENT OR REPAIRS MADE BY ANYONE OTHER THAN THE AUTHORIZED SERVICE PROVIDER, ITS AGENTS, DISTRIBUTORS, CONTRACTORS OR LICENSEES OR THE USE OF SUPPLIES OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER:
- ag) CUSTOM INSTALLATIONS: PRODUCTS INSTALLED IN CABINETRY AND OTHER TYPES OF BUILT-IN APPLICATIONS ARE ELIGIBLE FOR SERVICE AS LONG AS YOU MAKE THE PRODUCT ACCESSIBLE TO THE SERVICE TECHNICIAN. WE ARE NOT RESPONSIBLE FOR DISMANTLING OR REINSTALLATION OF FIXED INFRASTRUCTURE WHEN REMOVING OR RETURNING REPAIRED OR REPLACED PRODUCT INTO A CUSTOM INSTALLATION;
- ah) CHARGES RELATED TO "NO PROBLEM FOUND" DIAGNOSIS. NON FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO, ITEMS NOT COVERED, NOISES, SQUEAKS, ETC. INTERMITTENT ISSUES ARE NOT PRODUCT FAILURES
- **10. Renewal**: This Service Agreement may at Our discretion be renewed at the expiration of its term. When We offer to renew the Service Agreement, the renewal price quoted will reflect the age of the product and the prevailing service cost at the time of the renewal.

- 11. Transferability: This Service Agreement is not transferable
- **12**. **Cancellation:** You may cancel this Plan at any time. To arrange for cancellation of this Plan, call Administrator toll-free at 866-284-7587. If You cancel within the first thirty (30) days after purchasing this Plan You will receive a full refund, less any claims paid or pending.

If You cancel after thirty (30) days following Your purchase of this Plan, You will receive a pro rata refund based on the time remaining on Your Plan, less any claims paid or pending, subject to an administrative fee of \$10.00 or 10% of the Plan purchase price, whichever is less.

Administrator or We may only cancel this Plan for the following reasons: nonpayment of the Plan contract price, fraud or material misrepresentation. If We cancel this Plan, Administrator will provide You with written notice of cancellation listing the reason for such cancellation not later than fifteen (15) days before the effective date of termination, and will refund Your payment in full, less any claims paid or pending.

**13. Insured Agreement:** This is not an insurance policy. However, We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after Product has been returned or, in the event that You cancel this Service Agreement, and We, fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Starr Indemnity & Liability Company at 855-438-2390 or 399 Park Ave 8<sup>th</sup> Floor, New York, NY 10022.

#### SPECIAL STATE DISCLOSURES

Regulation of service plans may vary widely from state to state. Any provision within this service agreement plan ("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: You may return this Service Agreement within twenty (20) days of the date the Service Agreement was provided to you or within ten (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. If you cancel this Service Agreement after the first 20 days, you will receive the unearned portion of the full purchase price of the Service Agreement, less an administrative fee of up to twenty-five dollars (\$25.00). The Administrator will pay a penalty of 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 Administrator. Obligations of the Administrator are backed by the full faith and credit of the Administrator, as well as by contractual liability insurance. If the Administrator 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 Administrator's obligations under this Service Agreement, at 855-438-2390 or 399 Park Ave 8th Floor, New York, NY 10022. These provisions apply only to the original purchaser of the Service Agreement. In the event the Administrator cancels the Service Agreement, the Administrator 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:

<u>Definitions</u>: A "consumer" means a contract holder, inclusive of a buyer of the covered product (other than for re-sale), any person to whom the product is transferred during duration of the contract coverage period, 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 person issues; "service contract administrator" means an entity which agrees to provide contract forms, process claims and procure insurance for and on behalf of a dealer in performance of the obligations pursuant to a service contract, but which may not itself perform actual repairs.

Starr Warranty Services is the provider and the obligor for this Service Agreement in Arizona.

<u>Cancellation</u>: 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 contract. 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.

CALIFORNIA only: With respect to California contract holders, the administrator and Obligor under this Service Agreement is Starr Protection Solutions, LLC. This Service Agreement 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 your Service Agreement, and cancellation notice is received by the Administrator within 30 days 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, less any claims; or if your Service Agreement and cancellation notice is cancelled by written notice after 30 days 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 10% of the Service Agreement price or \$25, whichever is less, unless otherwise precluded by law.

COLORADO only: Action under this Service Agreement 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 this Service Agreement 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 your Service Agreement is automatically extended by the length of time in which the covered product is in the Administrator's custody for repair under the Service Agreement. If your Service Agreement is a Replacement Plan, it is automatically extended through the time period in which the product is in transit for inspection, and until the product is replaced (or equivalent). In the event of a dispute with the 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 contract. If the Administrator 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 Administrator's obligations under this Service Agreement, at 855-438-2390 or 399 Park Ave, 8<sup>th</sup> Floor, New York, NY 10022.

FLORIDA only: The obligor and administrator under this Service Agreement is Starr Indemnity & Liability Insurance Company. If you cancel this Service Agreement, you will receive a refund equal to 90% of the unearned pro rata purchase price of the Service Agreement, less any claims that have been paid. If we cancel this Service Agreement, you will receive one hundred percent (100%) of the unearned pro rata purchase price of the Service Agreement.

GEORGIA only: You may cancel this Service Agreement at any time by notifying the Administrator in writing or by surrendering the Service Agreement to the Administrator, whereupon the Administrator will refund the unearned pro rata purchase price based on the time remaining on the request for cancellation. The Administrator is also entitled to cancel this contract at any time based upon fraud, misrepresentation, nonpayment of fees by you, or non-renewal. All

service contracts with the following Exclusion: ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT, is hereby amended with respect to Georgia contract holders as follows:

WHAT IS NOT COVERED: ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU OR REASONABLY SHOULD HAVE BEEN KNOWN TO YOU, THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT.

All Contracts with the following Disclosure: NOTE: THIS SERVICE AGREEMENT MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS, is hereby amended as follows: NOTE: COVERAGE UNDER THIS AGREEMENT MAY BE DENIED IF YOU MAKE UNAUTHORIZED REPAIRS

Procedures for cancellation of this Service Agreement will comply with section 33-24-44 of the Georgia code. Administrator may cancel this Service Agreement 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 Administrator, the claim can be submitted to Starr Indemnity & Liability Company who insures the Administrator's obligations under this Service Agreement, at 855-438-2390 or 399 Park Ave, 8<sup>th</sup> Floor, New York, NY 10022.

HAWAII only: You may return this Service Agreement within thirty (30) days of the date this Service Agreement was provided to you, or within twenty (20) 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. The Administrator will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event Administrator cancels the Service Agreement, the Administrator 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 property or its use, or a substantial breach of your duties relating to the covered product or its use. Obligations of the Provider under this Service Agreement are insured by Starr Indemnity & Liability Company, 399 Park Ave, 8<sup>th</sup> 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: The Administrator, (and not the dealer or manufacturer), is the obligor of this Service Agreement in the State of Illinois. The Administrator 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 this Service Agreement at any time. If you cancel this Service Agreement within the first thirty (30) days of purchase and if no service has been provided to you, you shall receive a full refund of the purchase price less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). If you cancel this Service Agreement at any other time or if you cancel after service has been provided to you, you shall receive a refund equal to the pro rata purchase price less the value of any service received and less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). If Administrator 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 this Service Agreement, at the following address: 399 Park Ave, 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 Administrator, the claim can be submitted to Starr Indemnity & Liability Company who insures the Administrator's obligations under this Service Agreement, at 399 Park Ave, 8<sup>th</sup> Floor, New York, NY 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 Administrator, the claim may be submitted to Starr

Indemnity & Liability Company , which insures the Administrator's obligations under this Service Agreement, at 399 Park Ave, 8<sup>th</sup> Floor, New York, NY 10022.

NEVADA only: This Service Agreement is not an insurance policy. This Service Agreement does not provide replacement or service coverage for failures or breakdowns arising from pre-existing conditions, or for any form of consequential damages.

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

This Service Agreement is void, and we will refund to you the purchase price of the contract, if no service or replacement claim has been made and you return the contract within 20 days after the date we mailed to you or otherwise sent to you these terms and conditions, or within 10 days if we furnished you with a copy of these terms and conditions when this contract was purchased. We will refund to you the purchase price of this contract within 45 days after it has been returned to us. If the provider does not refund the purchase price within 45 days, the provider will pay the purchaser a penalty of 10 percent of the purchase price for each 30-day period that the refund remains unpaid. You may also cancel this Service Agreement at any other time and receive a refund equal to the pro rata purchase price. These provisions apply only to the original purchaser of the Service Agreement.

We may not cancel this contract once it has been in effect for seventy (70) days, except for the following conditions: failure to pay the service contract purchase price; the contract holder being convicted of a crime which results in an increase in the service required under this contract; discovery of fraud or material misrepresentation perpetrated by you in purchasing this contact or obtaining service; 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 the Service Agreement; or a material change in the nature or extent of the service required under the Service Agreement 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 this Service Agreement 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 this contract, the Administrator and/or Obligor liability is limited to the original retail purchase price you paid for such product. We may not cancel this service contract until at least fifteen (15) days written notice has been mailed to you. Obligations under this Service Agreement are insured under a contractual liability insurance policy issued by Starr Indemnity & Liability Company, 399 Park Ave, New York, NY 10022.

NEW HAMPSHIRE only: In the event you do not receive satisfaction under this Service Agreement, you may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, (800) 852-3416. The Administrator's obligations under this Service Agreement are insured by a policy of insurance issued by Starr Indemnity & Liability Company, 399 Park Ave, 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 Administrator ceases to do business or goes bankrupt, you may apply directly to the insurer.

NEW MEXICO only: You may return this Service Agreement within ninety (90) days of the date this Service Agreement was provided to you. If you made no claim, the contract is void and the full purchase price will be refunded to you. The Administrator will pay a penalty of ten (10%) percent per month on a refund that is not made within sixty (60) days of the return of the Service Agreement. These provisions apply only to the original purchase of the Service Agreement. The Administrator may not cancel this Service Agreement once it has been in effect for seventy (70) days except for the following conditions: failure to pay an amount when due; the conviction of you in a crime that results in an increase in the service required under the service contract; fraud or material misrepresentation by you in purchasing the Service Agreement or in obtaining service; or the discovery of an act or omission, or a violation of any condition of the Service Agreement by you which substantially and materially increases the service required under the Service

Agreement. If Administrator cancels this Service Agreement, We will mail a written notice to you at your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The Administrator is not required to mail you written notice 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.

NEW YORK only: Upon failure of the Provider to perform under this agreement, including failure to return any unearned fee in the event of cancellation, the insurer Starr Indemnity & Liability Company will pay all sums the provider is legally obligated to pay under this agreement or perform any service the Provider is legally obligated to perform under this agreement. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to you, or within ten (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. The Administrator will pay a penalty of ten (10) percent per month on a refund that is not made within thirty (30) days of return of the Service Agreement to the Administrator. 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 fifteen (15) days prior to cancellation with the reason for cancellation. Administrator is not required to mail you written notice 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 with the Administrator, the claim can be submitted to Starr Indemnity & Liability Company who insures the Administrator's obligations under this Service Agreement, 855-438-2390 or 399 Park Ave, 8th Floor, New York, NY 10022.

NORTH CAROLINA only: The purchase of a Service Agreement is not required in order to obtain financing. The Administrator may not cancel this Service Agreement except for nonpayment by you, or in violation of any of the terms and conditions of this Service Agreement. If you cancel your Service Agreement, you will receive a pro-rata refund, less the cost of any claims paid and less a cancellation fee of ten percent (10%) of the amount of the refund. Obligations under this Service Agreement are insured by: Starr Indemnity & Liability Company, 399 Park Ave, New York, NY 10022.

OKLAHOMA only: The obligor under this Service Agreement is the service contract Administrator. In the event you cancel this Service Agreement, you shall receive a refund equal to ninety percent (90%) of the unearned pro-rata purchase price. In the event the Administrator cancels this Service Agreement, you shall receive a refund equal to one hundred percent (100%) of the unearned pro rata purchase price, less the cost of any service received. This Service Agreement is administered by Starr Protection Solutions (SPS).

SOUTH CAROLINA only: In order to prevent damage to the covered product, please refer to the owner's manual. This Service Agreement does not provide coverage for pre-existing conditions. This Service Agreement does not cover repair and replacement necessitated by loss or damage resulting from 1) any cause other than normal use and operation of the 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 this Service Agreement within twenty (20) days of the date this Service Agreement was provided to you, or within ten (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. The Administrator will pay a penalty of ten (10) percent per month on a refund that is not made within forty-five (45) days of return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event the Administrator cancels this Service Agreement, the Administrator 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 Administrator is not required to mail you written notice 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 with the Administrator, the claim can be submitted to Starr Indemnity & Liability Company , which insures the Administrator's obligations under this Service Agreement, at 399 Park Ave, 8<sup>th</sup> 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, Telephone (803) 737-6134.

TEXAS only: You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to you, or within ten (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. The Administrator will pay a penalty of ten (10) percent of the amount outstanding per month on a refund that is not made within forty-five (45) days. These provisions apply only to the original purchaser of the Service Agreement. In the event we cancel the Service Agreement, we will mail a written notice to you at your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the 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 this Service Agreement are insured under a service contract reimbursement policy. In the event a covered service is not provided by the Administrator within sixty (60) days after proof of loss has been filed with the Administrator, the claim can be submitted to Starr Indemnity & Liability Company, 399 Park Ave, 8th 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, telephone number 1-800-803-9202.

UTAH only: We may cancel this Service Agreement by providing you with (30) days' written notice for the following reasons only: fraud, material misrepresentation, substantial change in the risk assumed, unless we should reasonably have foreseen the change or contemplated the risk when entering into the contract. We may cancel this Service Agreement by providing you with ten (10) days written notice if the reason for cancellation is non-payment by you. This Service Agreement does not provide coverage for pre-existing conditions or any product that is subject to neglect, abuse or damage prior to issuance of the Service Agreement. If in an emergency situation and Administrator cannot be reached the customer can proceed with repairs. The Administrator will reimburse the customer or the repairing facility in accordance with the Service Agreement provisions. This Service Agreement may be paid in full at the time of purchase or financed. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Administrator, the claim can be submitted to Starr Indemnity & Liability Company, who insures the Administrator's obligations under this Service Agreement, at 855-438-2390 or 399 Park Ave, 8<sup>th</sup> Floor, New York, NY 10022. Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association.

VERMONT only: You may return this Service Agreement within twenty (20) days of receipt and, if no claim for service has been made, receive a full refund of the purchase price. The provider's obligations under this Service Agreement are supported by a contractual liability insurance policy. Upon failure of the provider to perform under the contract, the insurer which issued the policy shall pay on behalf of the provider any sums the provider is legally obligated to pay and shall provide the service which the provider is legally obligated to perform according to the provider's contractual obligations under this Service Agreement. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the provider, the claim can be submitted to Starr Indemnity & Liability Company, who insures the provider's obligations under this Service Agreement, 855-438-2390 or 399 Park Ave, 8<sup>th</sup> Floor, New York, NY 10022.

WASHINGTON only: You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to you, or within ten (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. The Administrator 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 Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event the Administrator cancels the Service Agreement, the Administrator 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. You may make a claim directly with Starr Indemnity & Liability Company, who insures the Administrator's obligations under this Service Agreement, at 855-438-2390 or 399 Park Ave 8<sup>th</sup> Floor, New York, NY 10022.

WISCONSIN only: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Administration, the claim can be submitted to Starr Indemnity & Liability Company, who insures the Administrator's obligations under this Service Agreement, at 855-438-2390 or 399 Park Ave, 8<sup>th</sup> Floor, New York, NY 10022. This Service Agreement may be cancelled by the purchaser within fifteen (15) days of the date of purchase for a full refund less actual administrative costs associated with issuance and cancellation. The Administrator shall return one hundred percent (100%) of the purchase price, less an administrative fee of ten percent (10%) of the Service Agreement price up to twenty-five dollars (\$25.00). 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 unreasonable expense

WYOMING only: You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to you, or within ten (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. The Administrator will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event Administrator cancels the Service Agreement, Administrator 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 property or its use, or a substantial breach of your duties relating to the covered product or its use. Obligations under this Service Agreement are insured by: Starr Indemnity & Liability Company, 399 Park Ave, New York, NY 10022.

ENTIRE CONTRACT: This Service Agreement together with your Purchase Receipt sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.

# Sample Purchase Receipt

Date	Contract Number
Customer Name	Coverage Term
Customer Address	Product Brand & Model
Customer City, State Zip	Category
Customer email	Purchase Price
	Date of Purchase
	Dealer Name
	Plan name (product number & description)
	Plan Price

800#