

Administrator: Likewize Device Protection, LLC
1900 W. Kirkwood Blvd, Suite 1600-C
Southlake, TX. 76092
(844)834-5579

Likewize Home Tech Protect
This Agreement is not a Contract of Insurance

These terms and conditions and the **Confirmation Email** (collectively, the "Agreement") govern the **Service Contract** between **You** and **Us** on **Your Cover Product(s)**, including coverage information, claim instructions, cancellation rights, limitations and exclusions, and other important information. Please read this document carefully to fully understand **Your Agreement's** coverage. This **Agreement** provides coverage on **Covered Products** which are listed under the **Eligible Product Schedule** described below and subject to the applicable limits included herein. No benefits will be provided for any cause of loss or product which is not described in the **Eligible Product Schedule** listed below.

NOTICE: (1) THIS **AGREEMENT** DOES NOT REPLACE THE MANUFACTURER'S WARRANTY FOR THE **COVERED PRODUCT(S)**; (2) THIS **AGREEMENT** IS NOT AN INSURANCE POLICY; and (3) THE PURCHASE OF THIS **AGREEMENT** IS NOT REQUIRED TO EITHER PURCHASE **YOUR PRODUCT** OR TO OBTAIN FINANCING FOR IT.

DEFINITIONS:

- (1) **"Obligor", "We", "Us" and "Our":** Unless stated otherwise, the company obligated under this **Agreement** is Likewize Device Protection, LLC ("Likewize"), and **You** may contact Likewize by mail at 1900 W. Kirkwood Blvd. STE 1600C, Southlake, TX 76092 or by phone at (866)-799-3894.
- (2) **"You" and "Your":** The original purchaser of the **Covered Product(s)** or the owner of the **Covered Product(s)** whom the service agreement was validly transferred pursuant to the requirements of this **Agreement**.
- (3) **"Administrator":** Likewize Device Protection, LLC, 1900 Kirkwood Blvd, Suite 1600C, Southlake, TX. 76092 (866)799-3894.
- (4) **"Seller":** The entity selling the **Covered Product** and/or this **Agreement**.
- (5) **"Covered Product":** The items that **You** own and which are listed as eligible to be covered on the **Eligible Product Schedule** tier list below.
- (6) **"Agreement":** **Your** contract that is between **You** and **Us**.
- (7) **"Accidental Damage Due to Handling" or "ADH":** Any single, unexpected, sudden and accident damage including damage, accident destruction that is externally visible which prevents the correct operation of the **Covered Product** that occurs in the normal use of handling and does not include accumulated damage from continual or multiple events. ADH does not include damage from nature, flood, war, terrorism, fires, wind, lightning strikes or other acts of God. **ADH coverage is only available for personal computers and certain peripherals/accessories including PC's, CPU's, Motherboards, Keyboards, Gaming Keyboards, Mice, Gaming Mice, Streaming decks, Microphones, Web cameras, portable monitors, joysticks, throttles, steering wheel, pedals, desktops, laptops, tablets, smart watches, wearables, fitness bands, VR headsets, headphones, handheld gaming devices, and Pro/Elite gaming controllers.**
- (8) **"Authorized Service Center"** means the location or locations approved by **Us** which serve as a repair or replacement service center for this **Agreement** and supply replacements for **Covered Device(s)**.
- (9) **"Confirmation Email"** means the email or document that **You** receive from the Administrator for this Agreement that identifies the Agreement term, Agreement price, and other coverage specifics applicable to this Agreement.

Home Tech Product Eligibility: **You** are eligible for the following coverage: This Service Contract covers an unlimited quantity of eligible products owned by **You** or a household member at **Your** registered service address, subject to the applicable processing fees, coverage, and limits found in **Table 1 (Home Tech Coverage and Processing Fees)** below. All eligible products must be in good working order at the time of **Your** coverage start date to become a **Covered Product** eligible for coverage under this Service Contract. All **Covered Products** must be 3 years old or less at the time of the incident to be eligible for a service request. Any product older than three (3) years at the time of the incident will not be eligible for service under this contract. **Please note: If Your Covered Product(s) are still in the manufacturers warranty period, service under this Agreement may result in service denial from the manufacturers warranty.**

Term:

Coverage under this Agreement will begin 31 days from the date of purchase. Your coverage start date, Coverage Type, term, price, and other coverage specifics are listed on **Your Confirmation Email**. This **Agreement** does not cover **ADH** or mechanical breakdown claims that occurred **before** this **Agreement** was purchased.

Table 1. Home Tech Coverage and Processing Fees

Likewise Home Tech Protect Coverage and Processing Fees			
Device	Mechanical/Electrical Malfunction	Accidental Damage from Handling	Processing Fee
PCs Desktop Computer	Yes	Yes	\$99
Tablets/iPads	Yes	Yes	\$99
Laptops	Yes	Yes	\$99
Televisions	Yes	-	\$99
Gaming Systems	Yes	-	\$99
Home Theatre Systems	Yes	-	\$99
Central Processing unit (CPU)	Yes	Yes	\$99
Memory	Yes	-	\$49
Power Supply	Yes	-	\$49
Solid-State Drives (SSD)	Yes	-	\$49
Sound Card	Yes	-	\$49
Video Card	Yes	-	\$49
Monitors (including Gaming Monitors)	Yes	-	\$49
Network Attached Storage (NAS)	Yes	-	\$49
Network Switch	Yes	-	\$49
Network Router	Yes	-	\$49
Mesh Network	Yes	-	\$49
Modem	Yes	-	\$49
3D Printer	Yes	-	\$49
Standalone Router	Yes	-	\$49
External Hard Drives	Yes	-	\$49
DVD/Blu Ray Players	Yes	-	\$49
Streaming Devices	Yes	-	\$49
All Smart Home Devices	Yes	-	\$49
Robot Vacuums	Yes	-	\$49
Bluetooth Speakers	Yes	-	\$49
Printers/Scanners	Yes	-	\$49
Motherboard	Yes	Yes	\$99
Virtual Reality (VR) Headsets	Yes	Yes	\$99
Smart Watches	Yes	Yes	\$99
Handheld Gaming Devices	Yes	Yes	\$99
Gaming Pedals	Yes	Yes	\$99
Joystick	Yes	Yes	\$99
Keyboards (including Gaming Keyboards)	Yes	Yes	\$49
Mice (including Gaming Mice)	Yes	Yes	\$49
Streaming Decks	Yes	Yes	\$49
Microphone	Yes	Yes	\$49
Web Cameras	Yes	Yes	\$49
Portable Monitor	Yes	Yes	\$49
Throttle	Yes	Yes	\$49
Steering Wheel	Yes	Yes	\$49
Pedals	Yes	Yes	\$49
Pro/Elite Gaming Controllers	Yes	Yes	\$49
Headphones	Yes	Yes	\$49
Fitness Band	Yes	Yes	\$49

Coverage:

- (1) **Repair or Replacement:** We will provide the parts and labor necessary to repair or replace, at **Our** discretion, the **Covered Product**, when required hereunder, as a result of failures due to a mechanical or electrical breakdowns including those experienced due to normal wear and tear and power surges. Parts for the **Covered Product** may be replaced, at **Our** discretion, with new, used or remanufactured parts of like kind and quality. If the **Covered Product** cannot be repaired or if the cost of its repair exceeds the **Covered Product's** original purchase price the **Covered Product** will be replaced as determined by **Us** with a product of like kind or similar features with a value up to the purchase price of the **Covered Product**, including shipping if required, but **excluding** sales tax, and handling costs which are not covered by this **Agreement** and are **Your** responsibility. In all cases requiring repairs or replacements, **We** will attempt to source the most energy efficient models or parts. If **We** decide to replace the **Covered Product** **We** reserve the right to take ownership of the original **Covered Product**. **We** may require that **You** return or send pictures and proof of purchase of the original **Covered Product** to **Us** for inspection as a condition to receiving a replacement product. **We** will pay all shipping and handling costs associated with returning the original **Covered Product**. Failure must be reported within 60 days of the initial failure to be eligible for coverage.
- (2) **Reimbursement :** At **Our** discretion, **We** may choose to reimburse **You** with a check or electronic disbursement method in lieu of repairing or replacing the **Covered Product**. If **We** decide to reimburse, **We** reserve the right to take ownership of

the original **Covered Product**. **We** may require that **You** return or send pictures and proof of purchase of the original **Covered Product** to **Us** for inspection as a condition to receiving a check or electronic disbursement. **We** will pay all shipping and handling costs associated with returning the original **Covered Product**.

- (3) **Accidental Damage From Handling ("ADH"):** The **Covered Product(s)** eligible for ADH coverage, as specified above, are protected against accidental damage in handling such as drops and liquid spills. Immersion of **Your Covered Product** is not covered under this **Agreement**. ADH only covers operational or mechanical failure caused by a single incident while handling and does not include protection against theft, mysterious disappearance, misplacement, viruses or reckless, abusive, willful or intentional misconduct associated with handling and/or use of the **Covered Product**, cosmetic damage and/or other damage that does not affect the unit's functionality, damage caused during shipment between **You** and **Our** service providers and any other limitations listed in the "**General Exclusions - What is Not Covered**" section of this **Agreement**. For the purpose of this **Agreement**. The use of this coverage may require an explanation of where and when the Accidental Damage occurred as well as a detailed description of the actual event. If needed, the replacement value of the **Covered Product** will be solely determined by the **Administrator** of this **Agreement**. ADH coverage is only available for products listed in the definitions section above.
- (4) **Power Surge Protection:** This **Agreement** provides power surge protection for the **Covered Product(s)**. If the **Covered Product(s)** are damaged as a result of power surge, **We** will replace the **Covered Product** in accordance with the terms herein.
- (5) **Commercial Coverage:** For residential and commercial grade products used in a Commercial setting/environment ("Commercial" use means any use of the **Covered Product(s)** in any setting other than in a residential single-family setting), a Commercial Plan is required. If purchased, this **Agreement** covers replacement parts and labor necessary to repair the **Covered Product** that is used in a Commercial setting in those cases where the manufacturer's warranty is null and void. Coverage under this **Agreement** will begin 31 days from the date of purchase and continue for the period of time stated on the Confirmation Email for this **Agreement**, **Your** sales receipt or invoice; provided however, for selected products that are manufactured specifically for commercial use and include a manufacturer's warranty, coverage begins upon expiration of the shortest portion of the manufacturers or **Seller's** parts and/or labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. Note: Special Features, Benefits, or Optional Plans and Major Component coverage for appliance service agreements, are not available for products under the Commercial Plan.

Limit Of Liability:

- (1) **Single Incident Limit:** **Our** limit of liability for the **Covered Product** under this **Agreement** is the lesser of: (a) the cost of authorized repairs to and/or replacement of the **Covered Product** as determined by **Us**, with a product of like kind or similar quality and features, or (b) **\$2,500**. DELIVERY FEES, BREAKDOWN CHARGES, INSPECTION FEES, INSTALLATION FEES, OR ESTIMATE CHARGES FOR REPAIRS THAT ARE NOT COVERED UNDER THIS **AGREEMENT** ARE **YOUR** RESPONSIBILITY.
- (2) **Twelve Month Aggregate Limit:** **We** maintain an aggregate repairs and replacement limit per twelve (12) month period based upon the date of the first repair or replacement incident. The aggregate limit is **\$6,000**.

No Lemon Policy: This **Agreement** provides that following the expiration of the term of the **Covered Product's** manufacturer's warranty, and subject to **Our** limit of liability, after three (3) service repairs have been completed for the **Covered Product** for the same problem within a 12 month period, as determined by **Us**, in lieu of performing a fourth (4th) repair on the **Covered Product**, **We** may replace it with a product of like kind or similar features, or issue payment or store credit to **You** in an amount not to exceed the remaining limit of liability as determined in accordance with the section titled "Limit of Liability."

How To Request Service: To request service for the **Covered Product** contact the **Administrator** toll-free at (866)-799-3894 or go online at <http://protect.likewize.com/newegg/hometech>. All repairs must be authorized by the **Administrator** prior to service being completed. Claims for unauthorized repairs will be denied. **You** may be asked for a credit card number prior to service being performed. If **You** refuse service on a **Covered Product** after **We** have dispatched the authorized technician to **Your** location, **You** will be billed for that servicer's applicable trip charge. If **You** refuse service on a **Covered Product**, **We** are no longer responsible for any costs associated with the repair or replacement of **Your Covered Product** and may choose to refund **You** the prorated cost of this **Agreement**. If the cost of this **Agreement** is refunded at full cost or at a prorated cost, this **Agreement** will be considered fulfilled and no further action to repair or replace **Your Covered Product** will be considered.

Home Tech Service Deliverables: **You** will receive service on the Home Tech **Covered Product(s)** as described below at **Our** discretion:

In-Home/On-Site: In the **Administrator's** sole discretion, provided **You** have fulfilled the following requirements: (1) provide **Our** authorized technician with accessibility to the **Covered Product(s)**; (2) provide a non-threatening and safe environment for **Our** authorized technician; and (3) an adult over the age of 18 must be present for the period of time **Our** authorized technician is scheduled to provide service and while **Our** authorized technician is on **Your** property servicing the **Covered**

Product. In-home or on-site service will be provided by **Our** authorized service provider during regular business hours, local time, Monday through Friday, except holidays. **Our** authorized service technician may opt to remove the **Covered Product** to perform service in-shop. The **Covered Product(s)** will be returned upon completion. Additional time and mileage charges for in-home or on-site repairs outside of twenty-five (25) contiguous land miles or the normal service radius of **Our Authorized Service Center** are not covered by this **Agreement** and are **Your** responsibility. If an authorized service technician is unavailable in **Your** area, **You** may be responsible for locating a service provider and facilitating the service for **Your Covered Product(s)**, governed by the terms in section "Customer Reimbursement".

Depot Service: If, in the Administrator's sole discretion, depot service is required, **We** will provide 2-way shipping to and from a depot service center of **Our** choice.

Customer Service Reimbursement: To qualify for Customer Service Reimbursement, **You** will be required to submit proof of payment for services rendered on **Your Covered Product(s)** as outlined in the section labeled, "YOUR RESPONSIBILITIES-SERVICE REIMBURSEMENT". Failure to produce proof of payment for service may cause **Your** claim to be denied. To file a service reimbursement claim: **You** must go to <http://protect.likewize.com/newegg/hometech> or call **Us** at (866)-799-3894 **before** contacting a service provider in **Your** area. **You** must contact a manufacturer authorized service provider in **Your** area or obtain permission from **Us** before contacting a non-authorized service provider. **We** are not responsible for delay in service or use of the **Covered Product** while the **Covered Product** is being repaired, replaced, evaluated, or diagnosed unless otherwise stated in this **Agreement**.

Your Responsibilities – Service Reimbursement

- i. Contact the **Administrator** once the product has been diagnosed to provide the detailed repair estimate including all trip charges, diagnosis fees, labor costs and part costs with part numbers for the parts required to complete the repair. **You** will be provided with an approval code if a repair is required due to a covered failure. Once the repair has been completed, **You** must pay the service provider and email **Us** a copy of the completed and paid repair invoice. The invoice must include: the make, model and serial number of the **Covered Product**, the reason for repair, the cause of loss, an itemized list of parts and labor charges with part numbers, proof of payment and **Your** name, address and phone number. **We** will reimburse within two (2) weeks of receipt of the paid invoice with the required information.

General Exclusions – What is Not Covered

The following is applicable to all Agreements:

- (A) The Agreement applies only to the operation or use of the Covered Product(s) under conditions for which it was designed, and does not cover loss or damage resulting from external causes such as dropping the Covered Product (unless specifically listed as covered for Accidental Damage From Handling), collision with an object, burglary, theft, vandalism, environmental conditions, fire, lightning, flooding, corrosion, sand, dirt, windstorm, hail, earthquake, riot, exposure to weather conditions, misuse, abuse, neglect, accidental damage, insect infestations, terrorist attacks, liquid spills (unless You purchased Accidental Damage From Handling), condensation, leaking product battery (or any other leaking substance within the product) or improper use of any electrical power source. Damage incurred during transportation, or any other unforeseen circumstance(s) or event(s) originating from outside the product is not covered.
- (B) The Obligor is not obligated to repair or replace cosmetic or structural items; damage, warping or rusting of any kind to the housing, case or frame of the Product or any non-operating part, including plastic, or decorative parts; or parts normally designated to be replaced periodically by You or consumed during the life of the Product (i.e., batteries, light bulbs, plasma refills, etc).
- (C) The Agreement does not cover preventative maintenance.
- (D) This Agreement does not cover batteries, chargers, and car kits.
- (E) This Agreement does not cover claims due to diminished battery life not caused by electrical or mechanical malfunction or Accidental Damage from Handling.
- (F) Products with removed or altered serial numbers are not covered.
- (G) If Your Product experiences a defect or damage that is excluded from coverage under this section or in the event that no covered defect or damage is found, then You are responsible for all repair costs, parts, and the cost of service, if any.
- (H) Any product used in a Commercial setting unless You purchased Commercial Coverage.
- (I) This Agreement does not cover any and all pre-existing conditions known by You that occur prior to the effective date of this Agreement and/or product sold "as is", including but not limited to floor models and demonstration models, etc.
- (J) This Agreement does not cover parts or repairs due to normal aging, or wear and tear, unless otherwise specified or unless tied to a failure, and items normally designed to be periodically replaced by You during the life of the product, including but not limited to batteries, light bulbs, etc.

- (K) This Agreement does not cover damage from abuse, misuse, mishandling, introduction of foreign objects into the Covered Product, unauthorized modifications, alterations or repairs to a Covered Product.
- (L) Any other act or result not described as covered by this Agreement.

For electronics (in addition to the items above):

- (A) This Agreement does not provide for any expansion of the channel or frequency range capabilities of Your Covered Product, nor does it provide for cable television adjustments, hookups, or audio-video system installation.
- (B) In no event shall the Obligor be liable for consequential damages including but not limited to any delay in rendering service under the Agreement, availability of repair or replacement parts, loss or corruption of data, damage due to computer viruses, or loss of use during the period that the Product is at a repair center or otherwise awaiting parts.
- (C) The Obligor is not responsible for restoring software and/or operating systems to Your Covered Product. In order for the Agreement to be valid You, the purchaser, must perform or have a qualified party perform any and all preventive maintenance recommended by the manufacturer to keep the covered Product in normal operating condition.
- (D) The Agreement does not cover: the costs of separately purchased cables, connectors, or other accessories; unauthorized repairs or modifications; improper installation of components or peripherals; losses on any component that has never been covered by an original manufacturer's warranty; Product repairs which should be covered by a manufacturer's warranty regardless of whether the manufacturer honors such warranty; or any other damage to recording media including CD's or DVD's; batteries; lightbulbs.
- (E) The Obligor is not obligated to repair or replace damage related to a screen burn, image burn-in, ghost image or other related permanent discoloration of areas on the display or any other type of display damage.
- (F) This Agreement does not cover product repairs that should be covered by the manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs.
- (G) This Agreement does not cover loss or damage caused by invasion; rebellion; riot; strike; labor disturbance; lockout; or civil commotion.
- (H) This Agreement does not cover any antennae or antennae system; any expansion of the channel or frequency range capabilities of the Covered Product; circuit adjustments required to receive any particular station; service or adjustments due to changes in external power supply; power connectors and connections; reception or normal signal.
- (I) This Agreement does not cover floor standing full range stereo speakers or speakers used for commercial use and remote controls.
- (J) This Agreement does not cover any storage media damaged by malfunctioning parts; improper installation of computer components or peripherals; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation.
- (K) This Agreement does not cover application programs; operating software; other software; loss of data or restoration of programs.
- (L) This Agreement does not cover corruption of any program, data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement.
- (M) This Agreement does not cover toner and ink cartridges and cables.
- (N) This Agreement does not cover claimed obsolescence of the Covered Device including technological obsolescence.
- (O) Your failure to use reasonable means to protect the Covered Device from further damage after a failure occurs.

IN NO EVENT SHALL THE ADMINISTRATOR/OBLIGOR OR ANY OF THE ADMINISTRATOR/OBLIGOR'S AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. THIS AGREEMENT DOES NOT COVER ANY LOSS OR DAMAGE NOT SPECIFICALLY LISTED HEREIN.

V. CONDITIONS

- A. **Renewal:** This Agreement may be renewed at Our option; however, We are not obligated to offer You another Agreement upon termination of this Agreement or to accept an Agreement request, in the event You tender one.
- C. **Territories:** The Agreement territory is limited to the United States of America, including the District of Columbia, only. It does not include Canada or U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.
- D. **Subrogation:** If We pay or render service for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay or render service for a loss if You impair these rights to recover. Your rights to recover from others may not be waived. You will be made whole before We retain any amount We may recover.
- E. **Cancellation:** This Agreement provides a thirty (30) day free look period from the purchase date of the Agreement as

long as no claims have been incurred. **You** may cancel this **Agreement** for any reason at any time by calling the **Administrator** at 800-390-1119. If **Your** cancellation request is within thirty (30) days from the date of purchase of the **Agreement**, **You** will receive a 100% refund of the full purchase price of the **Agreement**. If **Your** cancellation request is made more than thirty (30) days from the date of purchase, **You** will receive a pro-rata refund of the **Agreement** purchase price, less the cost of repairs made (if any), and less an administrative fee to not exceed the cost of the contract or \$50.00 whichever is less; or the state law for cancellation that apply to residents requesting cancellation. **We** may not cancel this **Agreement** except for fraud, material misrepresentation, or non-payment by **You**, or if required to do so by a regulatory authority. A written notice will be provided at least thirty (30) days prior to cancellation at **Your** last known address, with the effective date for the cancellation and the reason for cancellation. Return of the premium is based upon 100% of the unearned pro-rata premium.

- F. **Entire Agreement:** This is the entire service **Agreement** between the parties, and no representation, promise or condition made by any person or entity which is not contained herein shall modify any of the terms or conditions of this **Agreement**.
- G. **Insurance Company Obligations:** In AR, AZ, CA, CT, DC, DE, GA, HI, IL, MA, ME, MN, MO, NH, NJ, NM, NV, OH, OK, SC, TX, UT, VA, WA, WI, and WY obligations of the **Obligor** under this **Agreement** are insured by Universal Underwriters Insurance Company, 7045 College Blvd, Overland Park, KS. 66211, (800) 515-5988. In FL, the **Obligor** under this agreement is Zurich Protection Solutions. In the event the **Obligor** fails to perform or pay any covered service or claim, pay any refund, pay any requested performance, or becomes insolvent or otherwise financially impaired, or if satisfaction is not received within 60 days after proof of loss is filed, **You** may make a claim or submit a cancellation request directly with the insurer.
- H. **Financial Guarantee:** In AK, AL, CO, KY, MA, NY, OR, VT, IA, ID, IN, KS, LA, MD, MI, MS, MT, NE, NC, ND, PA, PR, RI, SD, TN, and WV obligations under this **Agreement** are secured by the full faith and credit of Likewize Corp. the parent company of Likewize Device Protection, LLC. In the event Likewize Device Protection, LLC fails to perform or pay any covered service or claim, pay any refund, pay any requested performance, **You** may contact Likewize Corp at (682) 348-0354.
- I. **Notice of Loss:** Failure of the **Covered Product** must be reported within 60 days of the original failure date.
- J. **Fulfillment of Our Obligations:** This **Agreement** shall be fulfilled upon replacement of the **Covered Product** or issuance of compensation or **Seller** store credit to **You** in lieu of replacement of a **Covered Product**.
- K. **Processing fee and Failure to Return Equipment/Non-return Charge:** There may be a processing fee required to obtain service for repair or replacement of the **Covered Product**. The Processing fee may be based upon the **Eligible Product Schedule**. Please refer to **Your Confirmation Email** or Service Agreement to determine if a processing fee is applicable to this **Agreement**. If **Your** replacement **Covered Device** is mailed to **You**, the **Covered Device** for replacement must be returned to **Us** at **Our** shipping expense within ten (10) days of receipt. Otherwise, **You** must surrender the **Covered Device** immediately upon receipt of replacement device to the **Authorized Service Location** providing the replacement **Covered Device** and **You** must solely bear the costs of transporting the damaged **Covered Device** to the **Authorized Service Location**.
- L. **Transferability:** This **Agreement** is not transferable.
- M. **Assignment** - **We** may assign, in whole or in part, at **Our** sole discretion, the administrative functions of this **Agreement** to a different **Administrator** if appropriate or if required by law. If such an assignment becomes necessary, **We** will provide **You** with ninety (90) days advance written notice that will include information for where **You** can obtain customer service.

STATE REQUIREMENTS AND DISCLOSURES

THIS **AGREEMENT** IS AMENDED TO COMPLY WITH THE FOLLOWING REQUIREMENTS AND DISCLOSURES.

Alabama: A twenty-five-dollar (\$25) cancellation fee is applicable. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

Arizona: "**Obligor**", "**We**", "**Us**" and "**Our**": refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: If **Your** cancellation request is made more than thirty (30) days from the date of purchase, **You** will receive a pro-rata refund of the **Agreement** purchase price, less the cost of repairs made (if any), and less an administrative fee to not exceed the cost of the contract, \$50.00, or ten percent (10%) of the purchase price of the service contract, whichever is less. Exclusions listed in the **Agreement** apply once the **Covered Product** is owned by **You**.

Arkansas: "**Obligor**", "**We**", "**Us**" and "**Our**": refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

California: "**Obligor**", "**We**", "**Us**" and "**Our**": refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. **For residents of California**, the **Administrator** of this **Agreement** is **Likewize Device Protection, LLC 1900 W. Kirkwood Blvd. Suite 1600C, Southlake, TX 76092 800-291-7609** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Agreement**. For all products other than home appliances and home electronic products, if the **Agreement** is cancelled: (a) within sixty (60) days of receipt of this **Agreement**, **You** shall receive a full refund of the purchase price of this **Agreement** provided no service has been performed, or (b) after sixty (60) days, **You** will receive a pro

rate refund, less the cost of any service received.

Colorado: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

Connecticut: **"Obligor", "We", "Us" and "Our":** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. If **You** purchased this **Agreement** in Connecticut, **You** may pursue mediation to settle disputes between **You** and the provider of this **Agreement**. **You** may mail **Your** complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this **Agreement**. In the event **Your Covered Product** is being serviced by an authorized service center when this **Agreement** expires, the term of this **Agreement** will be extended until covered repair has been completed. CANCELLATION section is amended as follows: **You** may cancel this **Agreement** if **You** return the **Covered Product** or the **Covered Product** is sold, lost, stolen, or destroyed.

District of Columbia: **"Obligor", "We", "Us" and "Our":** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988.

Delaware: **"Obligor", "We", "Us" and "Our":** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988.

Florida: **"Obligor", "We", "Us" and "Our":** refers to Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. If **You** cancel this **Agreement**, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on **Your** behalf. If this **Agreement** is cancelled by the Provider or **Administrator**, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any claims that have been made or less the cost of repairs made on **Your** behalf. **The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation.** Under the CONDITIONS section, paragraph H. **Financial Obligations** is removed.

Georgia: **"Obligor", "We", "Us" and "Our":** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. Coverage is effective upon the expiration of the shortest portion of the manufacturer's warranty. CANCELLATION section is amended as follows: This **Agreement** provides a thirty (30) day free look period from the purchase date of the **Agreement**. **You** may cancel this **Agreement** by informing the **Seller** of **Your** cancellation request within thirty (30) days from the date of purchase of the **Agreement** and **You** will receive a 100% refund of the full purchase price of the **Agreement**. For cancellations by the contract holder within the 30 day free look period, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after receipt of the cancellation request. If **You** cancel after thirty (30) days of receipt of **Your Agreement**, **You** will receive a pro rata refund of the **Agreement** price. In the event of cancellation by **Us**, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. Any refund owed and not paid as required is subject to a penalty equal to twenty-five percent (25%) of the refund owed and interest of eighteen percent (18%) per year until paid; however, such penalty shall not exceed fifty percent (50%) of the amount of the refund. **We** may not cancel this **Agreement** except for fraud, material misrepresentation, or non-payment by **You**.

Hawaii: **"Obligor", "We", "Us" and "Our":** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

Idaho: Notice: This Plan is subject to the provisions of the Idaho Consumer Protection Act, Chapter 6, Title 48, Idaho Code.

Illinois: **"Obligor", "We", "Us" and "Our":** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988.

Iowa: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Agreement**. **FOR IOWA RESIDENTS ONLY:** Should **you** have questions or problems with this contract, **you** may contact the Iowa Insurance Division, "Attention: Commissioner of Insurance", 1963 Bell Ave, Suite 100, Des Moines, Iowa 50315-1000.

Maine: CANCELLATION section is amended as follows: The provider of the **Agreement** shall mail a written notice to the service **Agreement** holder at the last known address of the service **Agreement** holder contained in the records of the provider at least fifteen (15) days prior to cancellation by the provider. The notice must state the effective date of the cancellation and the reason for the cancellation. If an **Agreement** is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service **Agreement** holder one hundred percent (100%) of the unearned pro-rata provider fee, less any claims paid. An administrative fee not to exceed ten percent (10%) of the provider fee paid by the service **Agreement** holder may be charged by the provider. A monthly penalty equal to ten percent (10%) of the provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after the return of the **Agreement** to the provider.

Maryland: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Agreement**.

Massachusetts: **"Obligor", "We", "Us" and "Our":** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: The provider shall mail a written notice to the service **Agreement** holder, including the effective date of the cancellation and the reason for the cancellation at the last known address of the service **Agreement** holder contained in the records of the provider at least five (5) days prior to cancellation by the provider unless the reason for cancellation is nonpayment of the provider fee, material misrepresentation or a substantial breach of duties by the service **Agreement** holder relating to the **Covered Product** or its use. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

Maine: **"Obligor", "We", "Us" and "Our":** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988.

Michigan: If performance under this **Agreement** is interrupted because of a strike or work stoppage at **Our** place of business, the effective period of the **Agreement** shall be extended for the period of the strike or work stoppage.

Minnesota: **"Obligor", "We", "Us" and "Our":** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

Missouri: **"Obligor", "We", "Us" and "Our":** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

Nevada: **"Obligor", "We", "Us" and "Our":** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. In the event **You** are not satisfied with the manner in which **We** are handling a claim, **You** may file a complaint with the Nevada Division of Insurance by calling (888) 872-3234. CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. **You** will receive a pro-rata refund of the **Agreement** purchase price, less the cost of repairs made (if any), and less a cancellation fee to not exceed the cost of the contract or \$25.00 whichever is less; or the state law for cancellation that apply to residents requesting cancellation. **We** may not cancel this **Agreement** except for fraud, material misrepresentation, or non-payment by **You**, or in presenting a claim for service thereunder. **We** may not cancel this **Agreement** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**. EMERGENCY REPAIRS In emergency situations that defects immediately endanger the health and safety of **You**, repairs will commence within 24 hours after the report of the claim and will be completed as soon as reasonably practicable thereafter; and if **We** determine that repairs cannot practicably be completed within three (3) calendar days after the report of the claim, **We** will provide a status report to **You** no later than three (3) calendar days after the report of the claim that will include: 1) A list of the required repairs or services, 2) the primary reason causing the required repairs or services to extend beyond the three (3) day period; 3) the current estimated time to complete the repairs or services; and 4) contact information for **You** to make additional inquiries concerning any aspect of the claim and a commitment to respond to such inquiries no later than one (1) business day after such an inquiry is made.

New Hampshire: **"Obligor", "We", "Us" and "Our":** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. In the event **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, NH 03301, (603) 271-2261.

New Jersey: The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

New Mexico: **"Obligor", "We", "Us" and "Our":** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: If **You** are the original purchaser of this **Agreement**, **You** may return this **Agreement** and receive a refund if: (i) **You** have not made a claim under the **Agreement**; and (ii) **You** return this **Agreement** within twenty days after the date **We** mail **You** a copy of the **Agreement** or within ten days after **You** receive a copy of the **Agreement** if **We** furnish **You** with the copy at the time the **Agreement** is purchased. **We** may not cancel this **Agreement** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If this **Agreement** has been in force for a period of seventy (70) days, **We** may not cancel it before the expiration of the **Agreement** term or one (1) year, whichever occurs first, unless: 1) **You** fail to pay any amount due; 2) **You** are convicted of a crime which results in an increase in the service required under the **Agreement**; 3) **You** engage in fraud or material misrepresentation in obtaining this **Agreement**; or 4) **You** commit any act, omission, or violation of any terms of this **Agreement** after the effective date of this **Agreement** which substantially and materially increases the service required under this **Agreement**. A ten percent (10%) penalty per month (or each portion thereof) shall be applied to refunds not paid or credited within sixty (60) days of receipt of a returned **Agreement**.

New York: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Agreement**.

North Carolina: CANCELLATION section is amended as follows: **We** may not cancel this **Agreement** except for nonpayment by **You** or for violation of any of the terms and conditions of this **Agreement**.

Ohio: **"Obligor", "We", "Us" and "Our":** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988.

Oklahoma: **Definitions. "Obligor", "We", "Us" and "Our":** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. Oklahoma license number is 44197997. This **Agreement** is not a contract of insurance. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION section is amended as follows: In the event **You** cancel this **Agreement**, return of premium shall be based upon ninety percent (90%) of the unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on **Your** behalf. In the event **We** cancel this **Agreement**, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium, less any claims that have been paid or less the cost of repairs made on **Your** behalf.

Oregon: CANCELLATION section is amended as follows: The **Obligor** is responsible for **Your** refund.

South Carolina: **"Obligor", "We", "Us" and "Our":** refers to Universal Underwriters Service Corporation, 7045 College

Boulevard, Overland Park, KS 66211, (800) 515-5988. If **You** purchased this **Agreement** in South Carolina, complaints or questions about this **Agreement** may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

Texas: "Obligor", "We", "Us" and "Our": refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. If **You** purchased this **Agreement** in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. **Obligor: Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, Texas License Number 111.** CANCELLATION section is amended as follows: **You**, the service **Agreement** holder, may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which **Your Agreement** is returned to the provider. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.

Utah: "Obligor", "We", "Us" and "Our": refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. This **Agreement** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this **Agreement** is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by **You** to the **Administrator** as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this **Agreement** does not invalidate or reduce a claim. CANCELLATION section is amended as follows: **We** can cancel this **Agreement** during the first sixty (60) days of the initial annual term by mailing to **You** a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that **We** can also cancel this **Agreement** during such time period for non-payment of premium by mailing **You** a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, **We** may cancel this **Agreement** by mailing a cancellation notice to **You** at least ten (10) days prior to the cancellation date for non-payment of premium and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless the **We** should reasonably have foreseen the change or contemplated the risk when entering into the **Agreement** or (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to **You** at **Your** last known address and contain all of the following: (1) the **Agreement** number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation.

EMERGENCY SERVICE: If you are unable to reach **Administrator** at 800-291-7609 and you require emergency repair, you may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Administrator Your** original repair bill along with the technician's report and a copy of the **Agreement** to the address at the top of this **Agreement** for reimbursement. All coverage and exclusions in this **Agreement** will apply.

Virginia: "Obligor", "We", "Us" and "Our": refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988.

Washington: "Obligor", "We", "Us" and "Our": refers to Lexington National Warranty Services, 11426 York Road, Cockysville, MD. 20130, (800)515-5988. All references to **Obligor** throughout this **Agreement** are replaced with Service Provider. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Agreement**. **We** may not cancel this **Agreement** without providing **You** with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. **You** are not required to wait sixty (60) days before filing a claim directly with the Service Provider.

EMERGENCY SERVICE: If **You** are unable to reach **Administrator** at 800-291-7609 and **You** require emergency repair, **You** may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Administrator Your** original repair bill along with the technician's report and a copy of the **Agreement** to the address at the top of this **Agreement** for reimbursement. All coverage and exclusions in this **Agreement** will apply.

Wisconsin: "Obligor", "We", "Us" and "Our": refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: If **We** cancel this **Agreement**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this **Agreement**.

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. If **You** cancel within thirty (30) days of receipt of this **Agreement**, **You** must first return to the **Seller** or to the **Obligor** should the **Seller** not be available. Proof of loss should be furnished by **You** to the **Administrator** as soon as reasonably possible and within one (1) year after the time required by this **Agreement**. Failure to furnish such notice or proof within the time required by this **Agreement** does not invalidate or reduce a claim. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**. If **Administrator** fails to provide, or reimburse or pay for, a service that is covered under this **Agreement** within sixty-one (61) days after **You** provide proof of loss, or if the **Administrator** becomes insolvent or otherwise financially impaired, **You** may file a claim directly with the Insurer for reimbursement, payment, or provision of the service. If **Your** cancellation request is made more than thirty (30) days from the date of purchase, **You** will receive a pro-rata refund of the **Agreement** purchase price, less the cost of repairs made (if any), and less an administrative fee to not exceed \$50.00 or ten percent (10%) of the purchase price whichever is less.

Wyoming: "Obligor", "We", "Us" and "Our": refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Agreement**.