

Administrator: Likewize Device Protection, LLC
1900 W. Kirkwood Blvd, Suite 1600-C
Southlake, TX. 76092
800-291-7609
<https://customer.surebright.com>

ELECTRONICS EXTENDED SERVICE AGREEMENT
This Agreement is not a Contract of Insurance

Please read this **Agreement** carefully, as it describes the protection **You** will receive in return for **Your** payment of the purchase price of this **Agreement**. **You** must keep this **Agreement**, **Your** sales invoice, and receipt for the product **You** purchased; they are integral parts of this **Agreement** and **You** will be required to produce them in order to obtain service. **You** must maintain the **Covered Product** as recommended by the manufacturer's owner manual and warranty. Refer to the **Confirmation Email** for this **Agreement**, **Your** sales receipt, or invoice to determine the term of this **Agreement**, the type of plan **You** purchased, and if there is a deductible required to obtain service under this **Agreement**.

NOTICE: (1) THIS **AGREEMENT** DOES NOT REPLACE THE MANUFACTURER'S WARRANTY FOR THE **COVERED PRODUCT**; (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 800-291-7609.
- (2) **"You" and "Your"**: The original purchaser of the **Covered Product** or the owner of the product 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 (800)291-7609.
- (4) **"Seller"**: The entity selling the **Covered Product** and/or this **Agreement**.
- (5) **"Covered Product"**: The covered items that **You** purchased concurrently with and is covered by this **Agreement**.
- (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.

Eligibility: The following products are eligible for coverage:

Electronics, electronic products including, but not limited to, televisions, cell phones, tablets, laptops, computers, audio equipment, surveillance systems, global positioning satellites (GPS), video game consoles, film and digital cameras, digital picture frames, drones, BLU-RAY players, home theater systems, printers, projectors, telephones, electronic fitness equipment, electric vehicle chargers, solar panels, inverters and batteries, solar panel power supply walls or junction boxes and video cameras.

Appliances, including, but not limited to, refrigerators, microwaves, dishwashers, clothes dryer and washer, hot water heaters, humidifiers, ranges, stoves, ovens, cooktops, freezers, combination units, countertop appliance like coffee makers, toaster ovens, air fryers, mixers, blenders and other similar appliances used on the countertop and outdoor cooking such as grills and smokers.

Furniture, including, but not limited to, fabric furniture; area rugs; leather, vinyl and nubuck furniture, suede; mattresses (innerspring, memory foam and combination mattresses); adjustable beds; wood, mirrors, and other hard surfaces; dining-room and bedroom furniture sold as sets and outdoor furniture products; cabinets for kitchens and bathrooms.

Jewelry and Eyewear, including, but not limited to, rings, necklaces, earrings, bracelets, watches, sunglasses, frames, and lenses.

Lawn & Garden and Power Tools, including, but not limited to, lawnmowers, tractors, power generators, drills, saws, nail guns, pressure washers, edgers or weed eaters, chainsaws, leaf blowers, hedge trimmers, and metal detectors.

Fitness Equipment, including, but not limited to, camping and sporting goods, climbers, steppers, exercise bikes, ellipticals, lifecycles, rowing machines, and treadmills.

Term:

This **Agreement** begins on the date this **Agreement** was purchased for the **Covered Product** or on the date **Your Covered Product** was delivered or installed, whichever is later. upon the expiration or termination of the shortest portion of the manufacturer's warranty for the **Covered Product** and continues for the period indicated on the **Confirmation Email** sent to You or **Your** sales invoice or receipt. upon **Your** payment of the Monthly Subscription Fee upon the purchase date of this **Agreement** and continues for the period indicated on the **Confirmation Email**.

The **Agreement** benefits are available beginning on **Your Agreement** start date and will continue for the length of time purchased by You as indicated on **Your Confirmation Email**.

Your coverage start date, Coverage Type, term, end date, price, and other coverage specifics are listed on **Your Confirmation Email**.

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 (in the absence of insurance coverage). 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. Any replacement product provided to **You** as a result of a claim being made under the terms of this **Agreement** will require the purchase of a new **Agreement** to receive coverage for the replacement product. Failure must be reported within 30 days of the initial failure to be eligible for coverage.
- (2) **Accidental Damage From Handling ("ADH"):** If purchased, the **Covered Product** is 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 requires 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**.
- (3) **Power Surge Protection:** This **Agreement** provides power surge protection from the product date of purchase of the **Covered Product** in the absence of insurance coverage. If the **Covered Product** is damaged as a result of a power surge, **We** will replace the **Covered Product** in accordance with the terms herein. **You** may be required to submit proof of claim denial from **Your** insurer, if applicable.
- (4) **Commercial Coverage:** For residential and commercial grade products used in a Commercial setting/environment (i.e., for any use 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 from the date of purchase and continue for the period of time stated on the Welcome 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: **Our** limit of liability for the **Covered Product** under this **Agreement** is 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. DELIVERY FEES, BREAKDOWN CHARGES, INSPECTION FEES, INSTALLATION FEES, OR ESTIMATE CHARGES FOR REPAIRS THAT ARE NOT COVERED UNDER THIS **AGREEMENT** ARE **YOUR** RESPONSIBILITY.

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." If **We** replace the **Covered Product** or issue a cash settlement of any kind, including a store credit, all of **Our** obligations for the **Covered Product** under this **Agreement** terminate and will be considered fulfilled.

How To Request Service: To request service for the **Covered Product**, contact the **Administrator** toll-free at 800-291-7609, or go online to <https://customer.surebright.com>. 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.

Service Deliverables: **You** will receive service on the **Covered Product** as described below at **Our** discretion:

Carry-In: Unless otherwise provided in this **Agreement**, the **Covered Product** must be shipped or delivered and retrieved by **You** at **Our** designated authorized service center during normal business hours.

In-Home/On-Site: Service will be performed in **Your** home or on-site as indicated on the Welcome Email for this **Agreement**, or on **Your** sales receipt or invoice, provided **You** have fulfilled the following requirements: (1) provide **Our** authorized technician with accessibility to the **Covered Product**; (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 center may opt to remove the **Covered Product** to perform service in-shop. The **Covered Product** 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 provider is unavailable in **Your** area, **You** may be responsible for locating a service provider and facilitating the service for **Your Covered Product**, governed by the terms in section "Customer Reimbursement".

Depot Service: If depot service is included with **Your Agreement**, **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** 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 <https://customer.surebright.com> Or call **Us** at 800-291-7609 **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. Locate an authorized service provider in **Your** area and notify **Us** prior to scheduling a diagnosis visit.
- ii. 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** under conditions for which it was designed, and does not cover loss or damage resulting from external causes such as dropping the **Product** (unless **You** purchased Accidental Damage From Handling), collision with an object, burglary, theft, vandalism, environmental conditions, fire, 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) Products with removed or altered serial numbers are not covered.
- (E) 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.
- (F) Any product used in a commercial setting unless You purchased Commercial Coverage.
- (G) 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.
- (H) 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.
- (I) 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.
- (J) Any other act or result not described as covered by this Agreement.

For electronics (in addition to the items above):

- (K) 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.
- (L) 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.
- (M) The Obligor is not responsible for restoring software and/or operating systems to Your 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.
- (N) 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.
- (O) 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.
- (P) 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.
- (Q) This Agreement does not cover loss or damage caused by invasion; rebellion; riot; strike; labor disturbance; lockout; or civil commotion.
- (R) 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
- (S) This Agreement does not cover speakers (except surround-sound home theater) and remote controls.
- (T) 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.
- (U) This Agreement does not cover application programs; operating software; other software; loss of data or restoration of programs.
- (V) 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.
- (W) This Agreement does not cover toner and ink cartridges and cables.

For appliances (in addition to the items above):

- (X) Breakdown or damage caused by external factors such as freezing, inadequate or non-compliant plumbing, wiring, or improper storage or ventilation. Service due to interior and exterior plumbing, main water lines, valves, foreign plumbing parts, upgrades or retrofits, unapproved components, non-municipal water supply, loss or damage due to existing governmental code violations including repairs or upgrades to Products not complying with codes, inconsequential noises, reconfiguration of the Product.
- (Y) Any costs associated with permits, licenses, or other parts required for the installation or reinstallation of the Product.

For furniture (in addition to the items above):

- (Z) Fabrics or other materials that cannot be cleaned through traditional means. These include but are not limited to silk, dry clean only, non-colorfast, suede or nubuck leather, and code X fabric. Stains, odors, or damage outside of the Service Contract's covered events including gum, pets or other wildlife, scratches, bodily fluids, smoke, paints/dyes, bleaches, flooding, rust, burns, mold or mildew. Natural flaws or material inconsistencies (ex. wood, leather, or fabric), inherent design defects, or microfiber delamination.
- (AA) Splitting, cracking and/or peeling of leather, bonded leather, by cast leather or coated fabrics.
- (BB) The windings, wrappings or bindings on rattan, bamboo, or wicker furniture.
- (CC) Fading or loss of resiliency.
- (DD) Accessory pillows, throws, or blankets.
- (EE) General soiling, which is defined as a gradual buildup of dirt, dust, body oils, perspiration, or any other accumulated stains, that cannot be attributed to a single occurrence.
- (FF) Indentations from writing on wood surface or any type of surface abrasion; finish scorching and heat damage. Loss of silvering of glass or mirror components; scratches of any type; all accessories.
- (GG) Human and pet bodily fluid stains bodily fluid stains caused by incontinent individuals or pets. Repeated pet bodily fluid stains, which are considered preventable occurrences.
- (HH) Damage that does not clearly penetrate through upholstery including but not limited to scratches and scuff marks
- (II) Plastic or metal parts, such as hinges and drawer slides.
- (JJ) Accidental gouges on wood surfaces that do not clearly penetrate through the clear-coat finish exposing the bare wood including but not limited to scratches.
- (KK) Ballpoint pen ink, crayon or lipstick marks of more than 6 inches in length are considered preventable and will not be covered.
- (LL) Stains or liquid rings, unless specifically covered under this Plan, caused by substances such as medication (including vitamins), dyes, paints, acids, corrosives, chemicals, bleaches, glue, candle wax, adhesives, gum, crayon, ink (except ballpoint pen ink), marker, dirt or other soil, pollen, tree sap, rust, nail polish, nail polish remover, cosmetics, hair treatments including hair gel, hair spray, mousse, or other like substances.
- (MM) Odors; accumulated or long-term multiple stains and unknown stains, color loss and fading. Normal wear and tear, including damage of this type cannot be attributed to a single relatable accident.
- (NN) Any upgrades to the furniture item that alter the appearance and function from the manufacturer's original state.

For jewelry (in addition to the items above):

- (OO) Scratches covered on the watch bracelet or clasp that does not impede the functionality of the product.
- (PP) Flaws in diamonds or gemstones.
- (QQ) Loss of diamonds, gemstones, or any other such parts of the Covered Product unless such loss was caused by a defect in the workmanship and/or materials, without any undue stress of damage.
- (RR) We will not replace damage, lost or stolen gemstones or beads.

For lawn & garden and power tools (in addition to the items above):

- (SS) Fees or charges related to disposal of environmentally unsafe materials, including but not limited to, refrigerant recovery and/or replacement, disposal of contaminated refrigerants and/or oils, and related materials and environmental fees.
- (TT) Damage to mowing decks caused by sand abrasion or vibration related to an unbalanced blade.
- (UU) Modifications to meet changes in federal, state or local codes and regulations

For fitness equipment (in addition to the items above):

- (VV) Non-Failure problems, including, but not limited to, noises, squeaks, unless they are an indication of abnormal wear, or connected to a covered failure.

(WW) All non-functional parts, including, but not limited to, bike pedals straps, casings, cover shrouds, endcaps, handgrips or upholstery.

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 emailing support@surebright.com. Please include **Your** name and contract ID number found in **Your Confirmation Email** to process the cancellation. **You** may also cancel **Your** plan by calling 855-306-4874. 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, FL, GA, HI, IL, MA, ME, MN, MO, NH, 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 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, NJ, 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 30 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. **Deductible:** There may be a deductible required to obtain service for repair or replacement of the **Covered Product**. Please refer to **Your Confirmation Email** or Service Agreement to determine if a deductible is applicable to this **Agreement**.
- 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 Likewise 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 rata 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: Upon failure of the **Obligor** to perform under the **Agreement**, the insurer shall pay on behalf of the **Obligor** any sums the **Obligor** is legally obligated to pay and any service that the **Obligor** is legally obligated to perform. Termination of the reimbursement policy shall not occur until a notice of termination has been mailed or delivered to the Director of the Department of Consumer and Business Services. This notice must be mailed or delivered at least 30 days prior to the date of termination. 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. 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**.