

SERVICE CONTRACT TERMS & CONDITIONS

Administrator: Warrantech Consumer Product Services, Inc. • P.O. Box 1189 • Bedford, TX 76095 • 1-888-349-0170

FOR FAST CLAIM SERVICE VISIT: www.MyProtectionPlan360.com/Sears

CONGRATULATIONS! Thank You for Your recent purchase of the Sears Tech Protect (the “Service Contract”, “Contract”). We hope You enjoy the added comfort and protection this Contract provides. Please keep this document along with Your Contract Purchase Receipt as You will need them to verify Your coverage at the time of Claim. This information will serve as a valuable reference guide and will help You determine what is covered by this Service Contract. From date of purchase, the Administrator will assist You in understanding Your Contract benefits.

DEFINITIONS

Throughout this Service Contract, the following capitalized words have the stated meaning –

- **“We”, “Us”, “Our”, “Obligor”, “Provider”:** the party or parties obligated to provide service under this Service Contract as the service contract provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038 (Florida Residents: this Service Contract is an agreement between You and Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 43rd Floor, New York, New York, 10038).
- **“Administrator”:** the entity responsible for administering benefits to You in accordance with the terms and conditions of this Service Contract, Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095 (Florida Residents: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202).
- **“Dealer”, “Retailer”:** the merchant authorized by Us to sell this Service Contract to You.
- **“You”, “Your”, “Contract Holder”:** the purchaser of this Service Contract who is to receive the coverage provided hereunder.
- **“Service Contract Fee”:** means the payment amount required from the Contract Holder for coverage to remain effective under this Service Contract, as stated on the Contract Purchase Receipt document (excludes any applicable taxes and/or fees).
- **“Contract Purchase Receipt”:** the receipt document (paper or e-mail) provided to You as proof of Your Service Contract purchase that confirms the Term, Deductible and Contract purchase date.
- **“Device(s)”:** an item listed in the “COVERED DEVICE TYPES” section below that was purchased prior to / separately from the purchase of this Service Contract, that may or may not have any remaining coverage under the manufacturer’s original equipment warranty, and that is fully operational and not damaged as of Your Contract purchase date. NOTICE: the Administrator may require the submission of photographs of the item, as well as written confirmation from You, that it is fully operational and not currently damaged.
- **“Failure”:** the mechanical or electrical breakdown of Your Device to perform its intended function including defects in materials or workmanship and normal wear and tear; occurring during normal use of the Device.
- **“Power Surge”:** damages to the Device resulting from an oversupply of voltage to Your Device while properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Device to a power source.
- **“Waiting Period”:** the period of time starting on the Contract purchase date, through thirty (30) days thereafter, during which time no Claims are considered for coverage under this Contract.
- **“Claim”:** a demand for payment in accordance with this Service Contract sent by You to Us.
- **“Deductible”:** the amount You are required to pay, per Claim, prior to receiving covered services under this Service Contract (if any), as indicated on Your Contract Purchase Receipt.
- **“Term”:** the period of time in which the provisions of this Service Contract are valid, as indicated on Your Service Contract Purchase Receipt.

DEVICE ELIGIBILITY

In order to be eligible for coverage under this Contract, the Device (as defined) must be intended for normal indoor personal use, and NOT for commercial, business, enterprise or education institutional use; and not covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined herein.

YOUR RESPONSIBILITIES

DEVICE PROTECTION: If damage or breakdown of the Device is suspected, You should promptly take reasonable precautions in order to protect against further damage.

MAINTENANCE AND INSPECTIONS: If specified in the Device manufacturer’s warranty and/or owner’s manual, You must perform all of the care, maintenance and inspections for the Device as indicated. Proof of the completion of such maintenance, care and/or inspection services may be required at time of Claim.

CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

THERE IS A 30-DAY WAITING PERIOD FOR ALL USED ITEMS THAT BEGINS ON YOUR CONTRACT PURCHASE DATE. DURING THIS PERIOD, NO CLAIMS WILL BE CONSIDERED.

- A) **Coverage for damages to Your Device resulting from Power Surge, and IF APPLICABLE TO YOUR DEVICE TYPE – Accidental Damage from Handling (ADH) –** begins upon expiration of a 30-day Waiting Period, and continues for the remainder of the Term shown on Your Contract Purchase Receipt.
- B) **Coverage for a Failure** (as defined) begins upon expiration of a 30-day Waiting Period, or expiration of the shortest portion of the manufacturer’s original parts and/or labor warranty – whichever is later – and continues for the remainder of Your Term shown on Your Contract Purchase Receipt.

MONTHLY BILLING

When paying Your Service Contract Fee on a monthly basis, if You submit a Claim during a time in which there are unpaid Service Contract Fee charges due from You; regardless of whether such payments are currently due or overdue, We reserve the right to deduct all or any portion of any unpaid amounts from any covered Claim amount, or require full payment of the remaining unpaid balances prior to providing any services/benefits under this Contract (at Our sole discretion).

NOTICE – AUTOMATIC RENEWAL: By purchasing this Contract, You understand and agree that Your coverage under this Contract may be eligible for automatic renewal. If eligible, the Administrator will provide notice to You at least thirty (30) days but no more than sixty (60) days prior to the expiration of Your current Term, with an outline of Your renewal terms; including renewal effective date, the Contract renewal fee, and the payment options for Your Contract renewal fee

that are available to You. If You do not want Your coverage to be automatically renewed for an additional Term, please contact the Administrator at 1-888-349-0170 prior to Your renewal effective date shown on the renewal notice sent to You.

WHAT IS COVERED – IN GENERAL

In the event of a covered Claim, this Contract provides for the labor and/or parts required to repair Your Device, or at Our sole discretion and in lieu of repair, replacement of Your originally covered Device or reimbursement (in the form of a gift card) equal to the fair market value of the Device as determined by Us based upon the age of the Device and subject to the LIMIT OF LIABILITY section. When applicable and provided to You, a replacement product may be a new or refurbished product of like kind and quality, at Our discretion.

Additionally, if a covered Device has three (3) service repairs; which first began after the manufacturer's warranty period had expired ("Qualifying Service Repairs"), covered under this Service Contract completed for the same problem and a fourth (4th) covered repair is required for the same problem, as determined by Us, within any consecutive twelve (12) month period, We will replace that covered Device with a product of like kind and quality, but not necessarily same brand (if unavailable). ANY REPAIR SERVICES PERFORMED WHILE YOUR DEVICE IS UNDER THE MANUFACTURER'S WARRANTY PERIOD ARE NOT CONSIDERED QUALIFYING SERVICE REPAIRS UNDER THIS NO LEMON GUARANTEE.

- **FOR LAPTOPS, TABLETS, NOTEBOOKS & DIGITAL CAMERAS ONLY – Accidental Damage from Handling ("ADH"):** coverage also includes labor and/or parts required to repair Your Device if it experiences sudden and unforeseen ADH; such as damage resulting from dropping the Device, liquid spillage, or in association with screen breakage.

IMPORTANT: COVERAGE DESCRIBED IN THIS SERVICE CONTRACT WILL NOT REPLACE OR PROVIDE DUPLICATIVE BENEFITS DURING ANY ACTIVE MANUFACTURER'S WARRANTY PERIOD. DURING SUCH PERIOD, ALL PARTS, LABOR, ON-SITE SERVICE AND/OR SHIPPING COSTS COVERED BY THAT WARRANTY ARE THE SOLE RESPONSIBILITY OF THE MANUFACTURER. PARTS USED TO REPAIR OR REPLACE YOUR DEVICE MAY BE NEW, USED, REFURBISHED, OR NON-ORIGINAL MANUFACTURER PARTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF YOUR DEVICE. Where applicable, technological advances may result in a replacement product with a lower selling price than Your original Device, and no refunds will be made based on the replacement product cost difference. Any and all parts or units replaced under this Service Contract become Our property in their entirety. In no event shall the Administrator or We be liable for any damages as a result of the unavailability of a replacement product.

COVERED DEVICE TYPES

In accordance with the "DEVICE ELIGIBILITY" section, the following Device types that are located and operated within Your single residence are covered under this Contract:

3D GLASSES	DOCUMENT SCANNER	RECEIVER-AUDIO
3D GLASSES CHARGER	DVD HOME THEATER SYSTEM	RECEIVER-AUDIO/VIDEO
3D SYNC TRANSMITTER	DVD PLAYER/RECORDER	REMOTE BLIND OPENER
AMPLIFIED SPEAKERS/SUBWOOFER	ENTERTAINMENT CENTER	REMOTE CONTROL DOCKING STATION
AMPLIFIER	E-READER	SATELLITE RADIO
AUDIO ADAPTERS	EXTERNAL CD/DVD	SPEAKER STAND
AUDIO HEADPHONES	EXTERNAL HARD DRIVE	SPEAKERS (POWERED, IN-WALL, OUTDOOR)
AUDIO MODULES	EYE TREK GLASSES	STABILIZER
AUDIO SPEAKERS	HARD DISK RECORDER	STREAMING DEVICES
AUDIO/VIDEO COMPONENT	HDTV CONVERTER/DECODER	SURGE PROTECTOR
AV CABINET	HOME THEATER BATTERY BACK-UP	SWITCHERS - AUDIO
AV CABINET - LOWBOY	HOME THEATER COMPONENTS	SWITCHERS - VIDEO
BLIND/DRAPE/SHADE CONTROL	HOME THEATER COOLING FANS	TABLET
SECURITY CAMERAS - BOARD/BULLET/DOME	HOME THEATER IN A BOX	TOUCHPANEL - HANDHELD
SECURITY CAMERAS - HIDDEN	HOME THEATRE SPEAKER PACKAGE	TOUCHPANEL - INTERFACE
SECURITY CAMERAS - MAGNIFYING	HT POWER DISTRIBUTION	TOUCHPANEL - TABLETOP
SECURITY CAMERAS - MOTION DETECTOR	INTERFACE - DOORBELL	TOUCHPANEL - WALL MOUNT
SECURITY CAMERAS - MOTORIZED	INTERFACE - INTERCOM	TOUCHPANEL - WIRELESS
SECURITY CAMERAS - NIGHT	INTERFACE - IPOD	TV - DLP LED PROJECTION
VISION/INFRARED	INTERFACE - TELEPHONE	TV - LCD FLAT PANEL
SECURITY CAMERAS - OUTDOOR	IPOD DOCKING STATION	TV - LCD LED
SECURITY CAMERAS - PAN/TILT/ZOOM	IPOD STEREO/AUDIO SYSTEM	TV - LCD LED 3D
SECURITY CAMERAS - SMOKE DETECTOR STYLE	KEYBOARD - COMPUTER/LAPTOP	TV - LCD LED TV/DVD COMBO
SECURITY CAMERAS - ULTRACOMPACT	KEYPADS - TABLETOP	TV - LCD PROJECTOR
SECURITY CAMERAS - WIRELESS	KEYPADS - WALL MOUNT	TV - LCD TV/DVD COMBO
COMMUNICATION CAMERA	LAPTOP	TV - PLASMA
COMPUTERIZED GAME/GAME CONSOLE	MODEM	TV - PLASMA 3D
CONTROLLERS - CLIMATE	MONITOR	TV - PLASMA W/BUILT IN DVR
CONTROLLERS - DIMMERS	MOUSE	TV CABINET
CONTROLLERS - HANDHELD	MULTIMEDIA INTERNET LINK	TV CABINET - LOWBOY
CONTROLLERS - LIGHTING	MULTIMEDIA PLAYER/RECORDER	TV STAND
CONTROLLERS - SYSTEM	MULTIMEDIA STORAGE SERVER	UNIVERSAL REMOTE CONTROL
CONTROLLERS - TABLETOP	NETWORK ETHERNET ADAPTER	USB HUB
CONTROLLERS - VOLUME	NETWORK ETHERNET SWITCH	VIDEO ANTENNA
CONTROLLERS - WALL MOUNT	NETWORK MUSIC PLAYER	VIDEO CASSETTE RECORDER
DESKTOP COMPUTERS	PRINTER - ALL IN ONE	VIDEO CONVERTER/ENHANCER
DIGITAL CAMERAS	PRINTER - INJET	VIDEO GAME ACCESSORIES
DIGITAL MEDIA RECEIVER	PRINTER - LASER	VIDEO GAME CONTROLLER
DIGITAL MEDIA/MUSIC MANAGER	PROJECTION SCREEN	WEARABLE TECHNOLOGY
DIGITAL SATELLITE RECEIVER	PROJECTOR - D-ILA	WIRELESS LAN ADAPTER
DIGITAL VIDEO RECORDER (TIVO)	PROJECTOR - DLP	WIRELESS ROUTER
DLP PROJECTOR	PROJECTOR - LCD	
DOCKING STATION - NOTEBOOK	PROJECTOR - LCOS	

DEDUCTIBLE

You are required to pay the Deductible amount specified on Your Contract Purchase Receipt document, per Claim, for covered services under this Service Contract; which must be paid at the time services are authorized by the Administrator.

PLACE OF SERVICE

Determination of which place of service applies to Your Device is based on and will be the same as that which was provided under Your Device's original manufacturer's warranty. The Administrator can provide assistance in confirming which of the following is applicable to Your Device:

- For Devices that included **In-Home/On-Site Service**, We will arrange for Your Device to be serviced at Your location; provided You have prepared the following provisions: (1) accessibility to the Device; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Device. In the event it is necessary to continue certain repair services at a repair center, You may be required to ship/transport the Device to a repair center designated by the Administrator. In such circumstances, the shipping/transportation charges will be covered by this Service Contract. In-Home/On-Site Service will be provided by a service provider authorized by the Administrator during regular business hours, local time, Monday through Friday (except holidays).
- For Devices that included **Depot Service**, We will pay for the packaging and postage costs required to ship Your Device to and from Our authorized depot center.

IF OUR DIAGNOSIS INDICATES THAT THE PROBLEM IS NOT COVERED BY THIS SERVICE CONTRACT, YOU MAY BE RESPONSIBLE FOR ALL SERVICE FEES INCURRED FOR SUCH DIAGNOSIS.

HOW TO FILE A CLAIM

IMPORTANT: The submission of a Claim does not automatically mean that the damage to or breakdown of the Device is covered under Your Plan(s) and this Service Contract. In order for a Claim to be considered, You have to contact the Administrator first for Claim approval and authorization number.

Services provided in association with covered Claims under this Service Contract includes coverage for shipping costs to and from the designated servicing center. In the event the Service Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Service Contract.

1. Go online to www.MyProtectionPlan360.com/Sears or call toll-free 1-888-349-0170 with Your Service Contract Purchase Receipt readily available.
2. Explain the problem Your Device is experiencing and provide the Administrator any additional information/documentation they may need to validate Your Claim.
3. After confirmation of Claim eligibility under Your Plan and this Service Contract, the Administrator will issue a Claim authorization number to You along with additional information regarding how Your Device will be further serviced.
 - Write down and keep Your Claim authorization number in a safe place that is easily accessible in case it is ever needed for future reference.
 - Authorization for payment of any required Deductible will be collected by the Administrator at this time. (Your applicable Deductible amount is shown on Your Service Contract Purchase Receipt.)

LIMIT OF LIABILITY

- **Device Claim Annual Limit:** For any one Device, the maximum amount We will pay during a consecutive twelve (12) month period for a single Claim shall not exceed \$2,000 or the current MSRP of a replacement product of equal features and functionality; whichever is less.
- **Aggregate Claim Annual Limit:** In the aggregate, the total amount We will pay during a consecutive twelve (12) month period for ALL Claims pursuant to this Contract shall not exceed \$6,000. In the event this limit is reached, You are no longer eligible to receive any coverage under this Contract until twelve (12) months thereafter (assuming continual payment in full of Your Service Contract Fee when due).

IN ADDITION TO THAT WHICH IS NOTED ABOVE, NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY COVERED DEVICE OR PRODUCT, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS, OR FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS.

WHAT IS NOT COVERED (GENERAL EXCLUSIONS)

AS RELATED AND APPLICABLE TO THE COVERED DEVICE(S), THIS CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR LOSS IN CONNECTION WITH OR RESULTING FROM:

- A) Any Claim submitted during the thirty (30) day Waiting Period;
- B) A pre-existing condition known to You ("*pre-existing condition*" refers to a condition that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Device before this Contract was purchased, or is determined by Us to be a Failure or otherwise covered damage that occurred prior to the expiration of the Contract Waiting Period);
- C) Any Claim for service to or replacement of the covered Device that has not been prior authorized by the Administrator;
- D) Any Claim related to cosmetic damage (*meaning damages or changes to the physical appearance of the covered Device that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish*) or structural imperfections (when such do not impair the overall functionality of the covered Device);
- E) Any merchandise that has been confirmed by Our authorized servicer to have removed or altered serial numbers;
- F) Initial delivery or installation costs associated with the purchase of Your Device;
- G) Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;
- H) Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract;
- I) Any merchandise that has been confirmed to be used by a business, enterprise or education institution;
- J) Abuse (*meaning, the intentional treatment of the covered Device in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown*), neglect, negligence, misuse, intentional harm or malicious mischief of or to the covered Device;
- K) Theft or mysterious disappearance, unforeseen disappearance or vandalism of or to the covered Device;
- L) Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;
- M) Operation outside the manufacturer operational or environmental specifications;
- N) Device upgrades;
- O) Any items that are consumer replaceable and designed to be replaced over time throughout the life of the covered Device; including, but not limited to: fuses, batteries, belts, bulbs, connectors, filters, bags and lint screens;
- P) Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;
- Q) Periodic or preventative maintenance;

- R) Lack of providing manufacturer's recommended maintenance or operation/storage of the covered Device in conditions outside manufacturer specifications, or use of the covered Device in such a manner as would be voidable coverage under the manufacturer's warranty, or use of the Device in a manner inconsistent with its design or manufacturer specifications;
- S) Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a Device performed by anyone other than a service center/technician authorized by the Administrator;
- T) Any kind of manufacturer recall or rework order on the covered Device, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs; or
- U) Service or replacement outside of the United States of America, its territories, or Canada.

IMPORTANT: RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA, AND DATA RECOVERY SERVICES ARE EXPRESSLY EXCLUDED UNDER THIS SERVICE CONTRACT. WHEN AT ALL POSSIBLE, WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND ESPECIALLY PRIOR TO SUBMITTING YOUR COVERED DEVICE FOR SERVICING PURSUANT TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

IF THE ADMINISTRATOR AUTHORIZES SERVICE FOR A CLAIM ON YOUR COVERED DEVICE, AND IT IS THEN DETERMINED BY OUR AUTHORIZED SERVICE CENTER/TECHNICIAN TO BE EXCLUDED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT, OR RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS, YOU MAY BE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING SHIPPING COSTS.

OUR RIGHT TO RECOVER PAYMENT

If You have a right to recover against another party for anything We have paid under this Service Contract, Your rights shall become Our rights. You shall do whatever is reasonably necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

CANCELLATION

You may cancel this Service Contract at any time by informing the Administrator of cancellation request. The following cancellation provisions apply to the original purchaser of this Service Contract only. NO CANCELLATION FEES APPLY.

IF YOU CANCEL THIS CONTRACT:

1. Within 30 days of the Contract purchase date, You will receive a 100% refund of the Service Contract Fee paid by You. If Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.
2. After 30 days from the Contract purchase date, You will receive a pro-rata refund of that billing cycle's monthly charge (if any). If Your refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.

WE MAY ONLY CANCEL THIS CONTRACT FOR:

1. Non-payment of the Service Contract Fee by You;
2. Material misrepresentation by You; or
3. Substantial breach of duties under this Contract by You in relation to the covered Device or its use.

If We cancel this Contract, We will provide written notice to You at least 15 days (30 days in Georgia) (21 days in Washington) prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a pro-rata refund based upon the same criteria as outlined above.

NOTICE: If You cancel this Service Contract during a time in which there are unpaid Service Contract Fee charges due from You; regardless of whether such payments are currently due or overdue, We reserve the right to deduct any or the entire portion of any such unpaid amounts from Your refund, if any. If Your calculated refund results in You owing Us payment for services provided in advance of Our receipt of Your due Service Contract Fee, We may bill You for the lesser of the net amount due to Us or the remaining unpaid full (annual Term) Service Contract Fee. We will bill or charge You any balance owed to Us through the same mechanism as any previous installment billings, or We will direct bill You if such a mechanism is not available.

GUARANTY

This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Service Contract. Should We fail to pay any Claim or fail to replace the Device covered under this Service Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Service Contract, and We fail to refund any unearned portion of the Service Contract price, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

RENEWABILITY

Your coverage under this Service Contract will automatically renew as long as payment of the Service Contract Fee is received by Us on or before the due date. If You wish to non-renew Your coverage under this Service Contract, please call Us at 1-888-349-0170 prior to Your next billing cycle due date.

TRANSFERABILITY

Coverage under this Service Contract is not transferable to any other person by You.

ENTIRE AGREEMENT

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your Contract Purchase Receipt, constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

SPECIAL STATE REQUIREMENTS

Regulation of service contracts may vary widely from state to state. Any provision within this Contract that conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Contract was purchased in one of the following states and supersede any other provision within Your Service Contract terms and conditions to the contrary.

Alabama: CANCELLATION is amended as follows: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. CONTRACT HOLDER RESPONSIBILITY – It is the responsibility of the Service Contract Holder to follow the manufacturer's specifications for the use and care/maintenance of the Covered Device.

Arizona: Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. WHAT IS NOT COVERED – We shall not provide coverage only for those specifically listed items in the “WHAT IS NOT COVERED” section of this Service Contract. WAITING PERIOD – Used Devices subject to a 30-day waiting period will have thirty (30) days added to the term of Your Service Contract.

California: Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Service Contract Administrator and AMT Warranty Corp. (License No. SA-42) is the Obligor for this Service Contract. CANCELLATION is deleted and replaced with the following: This Service Contract may be cancelled by the Service Contract Holder for any reason, including, but not limited to, the Device covered under this Service Contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Contract, and Your cancellation notice is received by the Administrator within sixty (60) days, of the date You received the Service Contract You will be refunded the full Service Contract price. If Your cancellation notice is received by the Administrator after sixty (60) days from the date You received this Service Contract, You will be refunded a pro-rated amount of the Service Contract price.

Connecticut: In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Device, the cost of repair of the Device and a copy of the warranty Service Contract. CANCELLATION is amended as follows: This Service Contract may be cancelled by the Service Contract Holder if the Device covered under this Service Contract is sold, lost, stolen or destroyed.

Florida: The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation. CANCELLATION is deleted and replaced with the following: You may cancel Your Service Contract by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Contract is canceled by You, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium. In the event the Service Contract is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium.

Georgia: This Service Contract will be interpreted and enforced according to the laws of the state of Georgia. CANCELLATION is amended as follows: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. WHAT IS NOT COVERED – This Service Contract will not become void if You make unauthorized repairs. However, this Service Contract will provide no coverage if You make unauthorized repairs. WAITING PERIOD – Used Devices subject to a 30-day waiting period will have thirty (30) days added to the term of Your Service Contract.

Illinois: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Service Contract.

Indiana: This Contract is not insurance and is not subject to Indiana insurance law. Your proof of payment to the Retailer for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. If We fail to perform or make payment due under this Contract within sixty (60) days after You request the performance or payment, You may request the performance or payment directly from the insurer that issued the provider's Service Contract reimbursement policy, including any applicable requirement under the Contract that the provider refund any part of the cost of the Contract upon cancellation of the Contract.

Nevada: CANCELLATION is deleted and replaced with the following: In no event will any claims incurred or paid be deducted from any refund. If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. We may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Agreement for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. After seventy (70) days, We may only cancel this Service Contract for the following acts by the Contract Holder: (1) Non-payment of the provider fee by the Contract Holder; (2) conviction of a crime that results in an increase in the service required under the Service Contract by the Contract Holder; (3) discovery of fraud or material misrepresentation by the Contract Holder in obtaining the Service Contract or in presenting a claim; or (4) discovery of either an act or omission or a violation of any condition of the Service Contract if it occurred after the effective date of the Service Contract and substantially and materially increased the service required under the Service Contract by the Contract Holder. If We cancel this Service Contract, You will be entitled to a pro-rata refund of the unearned Service Contract fee, no cancellation fee shall apply, and We shall mail a written notice to You at the last known address held by Us at least fifteen (15) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. WHAT IS NOT COVERED – This Service Contract will not become void if You make unauthorized repairs. However, this Service Contract will provide no coverage if You make unauthorized repairs. **WAITING PERIOD – This contract includes a 30-day waiting period for Used Devices.**

New Hampshire: In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261.

New Mexico: CANCELLATION is amended as follows: We may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Service Contract for the following acts by the Contract Holder: Non-payment; fraud or material misrepresentation by the Contract Holder, or; a substantial breach of duties by You relating to the covered property or its use. If We cancel Your Service Contract You will be entitled to a pro-rata refund of the unearned Service Contract fee.

North Carolina: CANCELLATION is amended as follows: We may only cancel this Service Contract for non-payment of the purchase price of the Service Contract or a direct violation of the Service Contract by You.

Oklahoma: This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION is deleted and replaced with the following: You may cancel Your Service Contract at any time by informing Us or the Administrator. If You cancel this Service Warranty Contract within the first thirty (30) days, We will refund the entire service warranty Contract purchase price. If You cancel this service warranty Contract after the first thirty (30) days, return of the Provider fee shall be based upon ninety percent (90%) of the unearned pro-rata Provider fee. If We cancel this service warranty Contract, return of the Provider fee shall be based upon one hundred percent (100%) of unearned pro-rata Provider. WAITING PERIOD – Used Devices subject to a 30-day waiting period will have thirty (30) days added to the term of Your Service Contract.

Oregon: This Service Contract is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818 and You.

South Carolina: If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

Texas: The Administrator is Warrantech Consumer Product Services, Inc., Service Contract Administrator No. 187. If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. CANCELLATION section is amended as follows: You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract. If this Service Contract is cancelled within the first thirty (30) days, We will refund the entire Service Contract charge, less claims paid. If this Service Contract is cancelled after the first thirty (30) days, You will receive a pro-rata refund of the Service Contract. A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of Your cancellation request to the Provider. You 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 the Service Agreement is canceled. These provisions apply only to the original purchaser of the Service Agreement. If We cancel this Service Contract, no cancellation fee shall apply and We shall provide written notice to You at the last known address held by Us at least five (5) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is

not required if the reason for cancellation is nonpayment of the provider fee, fraud or a material misrepresentation by the Service Contract Holder to the provider or the provider's administrator, or a substantial breach of duties by the Service Contract Holder relating to the covered product or its use.

Utah: Full payment will be received for the purchase price of this Service Contract at the time of purchase. The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-327-5818. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. CANCELLATION – Is amended as follows: We may only cancel this Service Contract for material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Contract for material misrepresentation or a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Service Contract for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation.

Washington: The State of Washington is the jurisdiction for any civil action in connection with this Contract. WHAT IS NOT COVERED – What is excluded from coverage is limited to that which is expressly stated under the "WHAT IS NOT COVERED" section of this Service Contract. GUARANTY is amended to include: You may file a Claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

CANCELLATION is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator. If this Service Contract is canceled within thirty (30) days of the date of purchase, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us.

For Service Contracts canceled subsequent to the period stated in the preceding paragraph, We shall refund one hundred percent (100%) of the unearned pro rata provider fee. If You request cancellation due to a total loss of Your Device which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid.

We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee.

If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered.

GUARANTY is deleted and replaced as follows: Our obligations under this Service Contract are insured under a Service Contract reimbursement insurance policy. Should We fail to pay any Claim or fail to replace the Device covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract purchase price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract.

Visit www.MyProtectionPlan360.com/Sears or call 1-888-349-0170 to have a copy of these terms and conditions mailed to You.
